



White Salmon City Council Meeting

A G E N D A

October 15, 2025 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: 847 0847 3556

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/84708473556>

- I. Call to Order, Land Acknowledgement, and Presentation of the Flag
- II. Roll Call
- III. Changes to the Agenda
- IV. Presentations
- V. Public Comment

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

VI. **Consent Agenda**

- [A.](#) Memorandum of Understanding (Utilities) with Main Street White Salmon, LLC
- [B.](#) Resolution 2025-10-631 - Emergency Proclamation 2025-004
- [C.](#) Voucher – Hearing Examiner
- D. Approval of Vouchers

VII. **Public Hearing**

VIII. **Business Items**

IX. **Reports and Communications**

- [A.](#) Department Head Reports
- B. Committee Reports
- [C.](#) Council Member Reports
 - 1. Reports and Communication Discussion Regarding Council Rules

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

XI. **Adjournment**



File Attachments for Item:

A. Memorandum of Understanding (Utilities) with Main Street White Salmon, LLC



COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, Complete

Meeting Date:

10-15-25

Agenda Item:

Memorandum of Understanding (Utilities) with Main Street White Salmon, LLC

Presented By:

City Attorney Shawn R. MacPherson

Action Required:

Authorize the Mayor to execute the Memorandum of Understanding (Utilities) with Main Street White Salmon, LLC; authorize execution of any related utility/right-of-way easements; and authorize a change order with Ajax NW to install the remaining conduit necessary to deliver power to the North Main Pump Station consistent with the MOU and Exhibit A.

Motion for Business Item / Proposed Motion for Consent Agenda:

I move to approve the Memorandum of Understanding (Utilities) between the City of White Salmon and Main Street White Salmon, LLC, defining responsibilities for survey, easement, and conduit installation related to the North Main Pump Station project, and to authorize the Mayor to execute the MOU and any associated easements or change orders.

Explanation of Issue:

The City and Main Street previously entered into (1) a Purchase and Sale Agreement (4/13/2022) and (2) a Development Agreement (5/23/2023) covering subdivision improvements and utility infrastructure, including completion of the North Main Pump Station. The attached MOU (dated 10/14/2025) clarifies:

- Main Street's cost responsibility for delivering power to the pump station is capped by Exhibit A; the City will issue a change order to Ajax NW to install the balance of required conduit once Main Street completes its listed tasks.
- Main Street will handle survey/easement work for the extension from Station 14 to the pump station, with proportional City cost share; both parties will execute any additional/updated utility or right-of-way easements as needed.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

No new appropriation is requested. The \$47,500 referenced represents an existing, previously designated infrastructure credit.

Policy & Plan Implications:

Implements the previously approved Development Agreement and advances completion of critical water system infrastructure supporting orderly growth and service reliability.

Recommendation of Staff/Committee:

Approve the Memorandum of Understanding (Utilities) with Main Street White Salmon, LLC as presented; authorize the Mayor to execute the MOU and any related utility/right-of-way easements; and authorize a change order with Ajax NW for the remaining conduit needed to provide power to the North Main Pump Station.

MEMORANDUM OF UNDERSTANDING
(UTILITIES)

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into as of this 14th day of October 2025, by and between **Main Street White Salmon, LLC (“Main Street”)** and **The City of White Salmon (“City”)**.

RECITALS

A. Main Street and the City have heretofore entered into that certain Purchase and Sale Agreement dated April 13, 2022, which identified certain contingencies related to development of a Final Plat and Site Plan for the described property therein by Main Street.

B. Main Street and the City have further heretofore entered into that certain Development Agreement dated May 23, 2023, which addressed the orderly development of the described property including the installation of necessary improvements to serve the Subdivision established by the Final Plat as well as the City consistent with adopted plans, with allocation of such costs as set forth in the Purchase and Sale Agreement and memorialized in the closing documents thereto.

C. The necessary improvements for such purpose include the design and installation of water infrastructure consistent with the Technical Memorandum incorporated by reference in the Development Agreement to allow for completion of the North Main Pump Station.

D. The North Main Pump Station has been designed as required, and construction has commenced to allow for the timely completion of such improvement.

E. The parties have heretofore executed and recorded a “Utility Easement North Main Avenue Booster Pump Station” and a “Temporary Construction Easement” related to the development, and further committed to execute such additional or amended easements for public utility construction and right of way purposes as may be necessary.

F. Main Street has provided the City a cost breakdown of the excavation, electrical components, and labor expenses related to delivering power for the installation of the North Main Pump Station, as set forth in Exhibit A.

G. The Purchase and Sale Agreement provides as part of the consideration thereto for the City to provide certain contributions or credits related to construction of utilities to serve the Property as described therein, of which the City has utilized ARPA funds for infrastructure purposes related to this development, with \$47,500 remaining to be allocated by Main Street.

H. The parties intend by this Memorandum to provide clarification related to such allocation to ensure the balance is assigned by Main Street to appropriate infrastructure costs.

I. Main Street has further agreed to assume the necessary survey and easement requirements to include the extension from Station 14 to the North Main Pump Station, with the City to share such costs related to their proportion.

J. Upon completion by Main Street of the duties outlined in Subsection G, the City has agreed to issue a change order with the assigned contractor Ajax NW to install the remainder of the conduit as required.

K. The intent of this Memorandum is to outline for clarification and assurance the respective duties of the parties hereto related to the matters noted herein.

AGREEMENT

NOW, THEREFORE, in support of the foregoing premises of this MOU, which are incorporated into the agreement of the parties set forth herein, the undersigned hereby agree as follows:

1. UTILITY IMPROVEMENTS

- 1.1 The parties incorporate the terms of Recitals A-K as if fully set forth herein as substantive terms of this Memorandum. Each party shall otherwise timely comply with the duties and responsibilities set forth hereinabove, executing such additional easements or agreements as may be required.
- 1.2 The City acknowledges that the sum of \$47,500, previously included as part of the total **\$84,000** identified in Exhibit A and originally designated solely for wastewater/sewer improvements, may now be allocated by Main Street for wastewater/sewer or other infrastructure improvements, consistent with the purposes set forth in the attached Exhibit A. Main Street shall not be liable for costs in excess of those set forth in Exhibit A for delivering power for the installation of the North Main Pump Station.

2 MISCELLANEOUS PROVISIONS

- 2.1 **Authority.** Each person executing this MOU on behalf of a party represents and warrants that such person has the authority to enter into this MOU on the terms and conditions contained herein.
- 2.2 **Notices.** Any notices, demands, or other communications to be given hereunder must be in writing and must be delivered personally or sent first-class U.S. mail, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as any party may hereinafter or from time to time designate by written notice to the other parties given accordance herewith. Notice will be considered given when personally delivered or mailed and will be considered received by the party to whom it is addressed on the third day after such notice is given:

Notices to: City of White Salmon ATTN: Mayor
100 N. Main Street
PO Box 2139
White Salmon, WA 98672

With a copy to: Shawn R. MacPherson, Attorney at Law
430 NE Everett
Camas, WA 98607

Notices to: Main Street White Salmon, LLC
Attn: Nancy White, Member
40 Rocky Road
Trout Lake, WA 98650

With a copy to: Davies Myers Sandri, PC
 Attn: Lisa Knight Davies, Esq.
 PO Box 417
 Hood River, OR 97031

- 2.3 Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this MOU.
- 2.4 No Recordation.** This MOU, any portion of this document, or any other document referencing these terms shall not be recorded in the real property records in the State of Washington.
- 2.5 Entire Agreement.** This MOU constitutes the entire agreement between the parties and cannot be changed or modified, other than in a writing executed by all parties hereto. There are no other agreements, oral or written, with respect to the subject matter hereof, except as expressed herein. If required, the parties shall negotiate in good faith and execute such further or supplemental agreements as may be necessary or proper to carry out the terms set forth herein.
- 2.6 Interpretation and Governing Law.** This MOU shall be governed by the laws of the State of Washington.
- 2.7 Time of the Essence.** Time is of the essence of this MOU and of every provision hereof.
- 2.8 Counterparts.** This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Digital signatures shall constitute original signatures for purposes of this document.
- 2.9 Representation.** Each party to this MOU consulted its own counsel regarding the terms of this document. The parties agree that any interpretation of the language contained herein shall not be construed against the drafter.
- 2.10 Purpose.** In the event either party shall be precluded from fulfilling its obligations stated herein as the result of a statute, regulation, or ordinance that prohibits or restricts the terms of this MOU from being fully enforced, the parties shall negotiate in good faith to seek a solution that will allow the general purpose and intent of this MOU to be fulfilled, to the extent permitted by law. In the event that any specific provision of this MOU is deemed unenforceable, the balance of the terms shall remain in full force and effect, so long as such continued enforcement of the remaining terms does not act to defeat or deprive a party of its reasonable economic expectations hereunder.

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IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

Main Street White Salmon, LLC, a Washington limited liability company

By: *Nancy White*
By: Nancy White (Oct 14, 2025 12:43:58 PDT)
Name: _____
Title: _____

The City of White Salmon, Washington

By: _____
Name: _____
Title: _____

EXHIBIT A

[Four Oaks-City of White Salmon Power Cost Breakdown 8-1-2025]

FOUR OAKS - CITY OF WHITE SALMON POWER COST BREAKDOWN 8-1-2025

Item	Description	Quantity	Unit Cost	Artistic Excavation Cost	KPUD	Nancy %	City %	Nancy Cost	City Cost
1	Mobilization	1	\$2,780.00	\$2,780.00		50%	50%	\$1,390.00	\$1,390.00
2	Construction Staking	1	\$2,500.00	\$2,500.00		50%	50%	\$1,250.00	\$1,250.00
3	Excavate and Back Fill Vaults	2	\$950.00	\$1,900.00		50%	50%	\$950.00	\$950.00
4	4" Conduit	320	\$33.00	\$10,560.00		50%	50%	\$5,280.00	\$5,280.00
5	6" Conduit	97	\$40.00	\$3,880.00		50%	50%	\$1,940.00	\$1,940.00
7	2" Conduit	344	\$2.50	\$860.00		100%	0%	\$860.00	\$0.00
8	3" Conduit Run	153	\$29.00	\$4,437.00		0%	100%	\$0.00	\$4,437.00
9	Building Demo	1	\$4,100.00	\$4,100.00		100%	0%	\$4,100.00	\$0.00
10	Building Load and Haul	1	\$4,900.00	\$4,900.00		100%	0%	\$4,900.00	\$0.00
11	UM1-72L	2	\$1,172.09		\$2,344.18	50%	50%	\$1,172.09	\$1,172.09
12	UM6-11	12	\$92.13		\$1,105.50	50%	50%	\$552.75	\$552.75
13	UM34	2	\$4,088.04		\$8,176.07	50%	50%	\$4,088.04	\$4,088.04
14	UM3-1	9	\$203.98		\$1,835.80	50%	50%	\$917.90	\$917.90
15	UM1-72V	2	\$3,296.64		\$6,593.27	50%	50%	\$3,296.64	\$3,296.64
16	4/OAL15KVJKT-3	1179	\$6.70		\$7,899.13	50%	50%	\$3,949.57	\$3,949.57
17	UM2-5SP	1	\$2,476.44		\$2,476.44	50%	50%	\$1,238.22	\$1,238.22
							TOTAL	\$35,885.20	\$30,462.20

25 10 14 MEMORANDUM OF UNDERSTANDING

Final Audit Report

2025-10-14

Created:	2025-10-14
By:	Dawn Fitchen (dfitchen@gorgelaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMSwnnFUFqTfjn1S2Cg4-yi2gGgwILXCS

"25 10 14 MEMORANDUM OF UNDERSTANDING" History

 Document created by Dawn Fitchen (dfitchen@gorgelaw.com)

2025-10-14 - 4:15:01 PM GMT

 Document emailed to nancewhite@yahoo.com for signature

2025-10-14 - 4:15:05 PM GMT

 Email viewed by nancewhite@yahoo.com

2025-10-14 - 7:43:15 PM GMT

 Signer nancewhite@yahoo.com entered name at signing as Nancy White

2025-10-14 - 7:43:56 PM GMT

 Document e-signed by Nancy White (nancewhite@yahoo.com)

Signature Date: 2025-10-14 - 7:43:58 PM GMT - Time Source: server

 Agreement completed.

2025-10-14 - 7:43:58 PM GMT

File Attachments for Item:

B. Resolution 2025-10-631 - Emergency Proclamation 2025-004



COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, Complete

Meeting Date:

10-1-25

Agenda Item:

RESOLUTION NO. 2025-10-631/ Approval of Emergency Small Works Contract with Hale Construction.

Presented By:

Chris True, Public Works Director

Action Required:

Approval of Resolution No.2025-10-631 and approval of Emergency Small Works Contract for Hale Construction not to exceed \$20,000.00

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve resolution No.2025-10-631 for the Mayors Emergency Proclamation 2025-004 authorizing procurement and waving competitive bidding due to the presence of black mold in the public works shop vehicle bay and approve Emergency Small Works Contract for Hale Construction not to exceed \$20,000.00.

Explanation of Issue:

On October 8, 2025, the City of White Salmon Public Works Department was notified by Hale Construction, which was performing sheetrock repairs, that black mold had been discovered in the ceiling of the Public Works vehicle bays. The mold was caused by a leaking drainpipe. Due to the health hazard posed by black mold and the necessary remediation measures, this situation requires immediate emergency repair.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

No Fiscal impact for this resolution

Policy & Plan Implications:

No policy or plan Implications.

Recommendation of Staff/Committee:

Staff recommends approval of Resolution No.2025-10-631 for the Mayors Emergency Proclamation 2025-004 do to black mold found in the public works vehicle bay and approve Emergency Small Works Contract for Hale Construction not to exceed \$20,000.00.

RESOLUTION NO. 2025-10-631

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON THE MAYOR'S EMERGENCY PROCLAMATION 2025-004, AUTHORIZING EMERGENCY PROCUREMENT, AND WAIVING COMPETITIVE BIDDING DUE TO THE PRESENCE OF BLACK MOLD AT THE PUBLIC WORKS SHOP VEHICLE BAYS

WHEREAS, on October 8, 2025, Hale Construction, while performing sheetrock repairs, discovered black mold in the ceiling of the City's Public Works vehicle bays, caused by a leaking drainpipe, creating an immediate health hazard requiring urgent remediation; and

WHEREAS, on October 8, 2025, the Mayor issued Emergency Proclamation 2025-004, declaring an emergency as defined in RCW 39.04.280(3) and authorizing the Public Works Department to enter into contracts and incur obligations necessary to remediate the mold and repair the affected areas; and

WHEREAS, under RCW 39.04.280(1)(e) and (3), in the event of an emergency, the City may waive competitive bidding when the time required to comply with formal procedures would result in unacceptable delay to protect public health, safety, or property; and

WHEREAS, prompt action is necessary to protect City employees, contractors, and the public, and to prevent further property damage, and compliance with standard competitive procurement procedures would risk dangerous delay;

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

Section 1. Ratification of Emergency Proclamation.

The City Council hereby ratifies and confirms the Mayor's Emergency Proclamation 2025-004 dated October 8, 2025, attached hereto as Exhibit A and incorporated by this reference.

Section 2. Findings and Waiver of Competitive Bidding.

The Council finds that an emergency exists related to the presence of black mold at the Public Works Shop, that immediate procurement is necessary to protect health, safety, and property, and that competitive bidding is waived pursuant to RCW 39.04.280(1)(e) and (3).

Section 3. Authorization of Emergency Procurement and Contracts.

The Mayor, City Administrator, or designee is authorized to enter into contracts, issue purchase orders, and take all actions necessary to remediate the mold, repair affected building systems and finishes, and restore safe operations at the Public Works Shop, including but not limited to hiring environmental/mold remediation contractors, testing and abatement services, general construction, and related professional services.

Section 4. Ratification of Prior Acts.

All emergency actions, commitments, and expenditures taken by City officials and staff since October 8, 2025, in response to this emergency are hereby ratified and approved.

Section 5. Funding; Reporting.

Payments shall be made from the appropriate Public Works/Facilities accounts and any other lawful funding sources. Staff shall provide the Council with a follow-up report summarizing the scope of emergency work, vendors engaged, and total costs once work stabilizes and no later than the second regular Council meeting following substantial completion.

Section 6. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of White Salmon at a regular meeting this 15th day of October, 2025.

Marla Keethler, Mayor

ATTEST:

Erika Castro Guzman, City Clerk

APPROVED AS TO FORM:

Shawn MacPherson, City Attorney

City of White Salmon
Office of City Hall



RE: Emergency Proclamation 2025-004

October 8, 2025

On October 8, 2025, the City of White Salmon Public Works Department was notified by Hale Construction, which was performing sheetrock repairs, that black mold had been discovered in the ceiling of the Public Works vehicle bays. The mold was caused by a leaking drainpipe. Due to the health hazard posed by black mold and the necessary remediation measures, this situation requires immediate emergency repair.

An emergency exists that necessitates the utilization of emergency powers. To obtain the appropriate services and equipment in a timely manner, the City may need to waive competitive bidding requirements and award all necessary contracts on behalf of the City to properly address the incident.

I, Marla Keethler, Mayor of the City of White Salmon, hereby declare an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the situation described above and the immediate public health risks.

Pursuant to this declaration, the City Public Works Department is authorized to enter into contracts and incur obligations necessary to address the emergency. Emergency measures may include, but are not limited to, the purchase of supplies and the hiring of contractors to remediate the mold and repair the affected areas.

This declaration of local emergency shall terminate when, in the Mayor's judgment, the emergency measures contained herein are no longer required to safeguard property and public health.

Signed this 8th day of October 2025.

Marla Keethler
Mayor, City of White Salmon

PUBLIC WORKS AGREEMENT**EMERGENCY CONDITION****Single Craft/Trade \$40,000 or less – Multiple Craft/Trade \$65,000 or less, including sales tax**

Contract #:		WO#:	
Contractor:	Hale Construction	Department:	Public Works
Name:	Dana Hale	Date:	10/15/2025
Address:	510 Cascade Ave,	Department Contact:	Chris True
Contact:	Dana Hale	Phone:	(509) 493-1133 ext 500
Phone:	541-386-5585		
Fax:	541-386-5586	Email:	Christ@whitesalmonwa.gov
Email:	Dana@hale.construction		
Declaration of Emergency per RCW 39.04.280(2)(b)			

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.

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.

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.

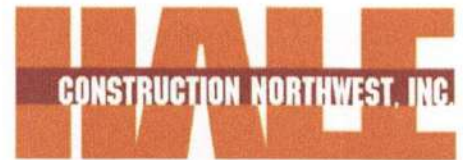
Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$35,000, the contractor may elect to a 50% retainage in lieu of a Contract Bond. Retainage is required.

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.

Completion Date:	Total Contract Fixed Price (Including Tax): \$ according to proposal attached as Exhibit A.
	<i>OR</i>
	Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: <u>\$20,000</u>)
Description of Work: <u>Repair leaking plumbing, remediation of the mold, and repair of the sheetrock.</u>	
The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.	
Note:	
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.	
<u>Contractor:</u>	<u>City Approval:</u>
_____ (Signature) _____ (Date)	_____ (Signature) _____ (Date)
Print Name _____	Print Name _____
Approved as to form:	
_____ City Attorney	_____ (Date)
Approved by Council: _____, 20____	
Motion: I move that the Council ratifies the Emergency Contract between Hale Construction and the City of White Salmon for Repair leaking plumbing, remediation of the mold, and repair of the sheetrock and finds that the declaration set forth on page 1 of the contract existed requiring an emergency public work.	

Hale Construction NW Inc.
510 Cascade Ave, Suite 100
PO BOX 1845
Hood River, OR 97031

Proposal



Phone: 541 386 5585

Fax:

Proposal: 25DH1014

Date: 10/14/2025

To:	Project:
Chris True Attn: Chris True 100 N Main P O B ox 2139 White Salmon, WA 98672	Mold Abatement and Drywall Repair 100 N MainStreet White Salmon, WA 98672

Salesperson		
Dana Hale		

Scope of Work

As per attached abatement and site discussion

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.1000 General Requirements					
01.09.21	Mobilization and Construction Management	1.00	LS	4,569.81	4,569.81
Total 01.1000 General Requirements					4,569.81
Total 01 General Requirements					4,569.81
02 Sitework					
02.2055 Hazardous Material Abatement					
01.08.20	Mold Abatement	1.00	LS	10,752.50	10,752.50
Total 02.2055 Hazardous Material Abatement					10,752.50
Total 02 Sitework					10,752.50
09 Finishes					
09.9250 Drywall					
18.31.52	Drywall Patch and Repair	1.00	LS	2,530.00	2,530.00
Total 09.9250 Drywall					2,530.00
Total 09 Finishes					2,530.00

Proposal Total: 17,852.31

Proposal w/ 7.6% Tax: 19,209.09

Acceptance

Accepted by: _____

Title: _____

Date: _____



NW ENVIRONMENTAL SOLUTIONS

Business Number (971)401-3500

P.O. BOX 33675

Portland ,Or 97292

CCB 194804

admin@nwenvironmentalsolution.com

PROPOSAL

PRO0342

DATE

Oct 9, 2025

TOTAL

USD \$8,500.00

TO

Hale Construction.

220 NE Tohomish St White Salmon, WA 98672 Estados Unidos

541-386-5585

dana@hale.construction

DESCRIPTION	RATE	QTY	AMOUNT
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Scope of Work – Drywall Ceiling Removal (Fire Apartment Workshop Area)	\$2,350.00	1	\$2,350.00
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Approximate area: 45 square feet

Location: Workshop / Fire Apartment area ceiling

Work Description:

- Set up full containment enclosure around the work zone using 6-mil polyethylene sheeting and secure all seams and entryways with tape to ensure airtight conditions.
- Install negative air pressure system equipped with a HEPA filtration unit vented to the exterior to maintain safe air flow during the removal process.
- Remove approximately 65 sq. ft. of drywall ceiling material in the designated area.
- Remove all existing insulation within the affected ceiling cavity to allow full inspection of framing and substrate.
- Inspect all exposed wood and surrounding materials using a moisture meter to identify any hidden moisture or water-damaged areas during the process.
- Carefully lower and dispose of drywall and insulation debris into sealed 6-mil disposal bags to prevent dust release.
- Clean and HEPA-vacuum all surfaces within the containment area upon completion.
- Conduct visual inspection to ensure no residual dust, debris, or damaged material remains.
- Dispose of all materials

Safety Measures:

- Workers will wear full protective equipment (Tyvek suits, gloves, respirators).

Wood Exposure, Mold Remediation & Prevention Treatment	\$1,500.00	1	\$1,500.00
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- Once the ceiling framing and wood surfaces are exposed, inspect all areas for visible moisture damage, staining, or microbial activity.
- Perform mold remediation on all affected ceiling sections where water damage or mold growth is identified. This includes:
 - Careful HEPA vacuuming and surface cleaning.
 - Application of biodegradable antimicrobial cleaner to remove and neutralize any active microbial contamination.
 - Scrubbing and wiping all affected surfaces as necessary until staining is minimized or eliminated.

After remediation is complete, apply advanced Fogging Technology using a HEPA-approved mold control solution designed to eliminate airborne mold spores and sanitize all interior air spaces within the containment area.	\$500.00	1	\$500.00
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Scope of Work – Drywall Ceiling Removal (Fire Apartment Garage Area)	\$2,150.00	1	\$2,150.00
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Approximate area: 48 square feet

Location: Garage area – Fire Apartment Workshop

Work Description:

- Set up full containment enclosure around the affected garage area using 6-mil polyethylene plastic sheeting and seal all seams and entryways with tape to maintain airtight conditions.
- Install a negative air pressure system equipped with HEPA filtration and exhaust vented to the exterior to ensure safe air circulation and containment of dust or debris.
- Remove approximately 48 sq. ft. of drywall ceiling in the designated garage section, including any damaged areas around visible water stains or leaks.
- Remove any insulation present within the affected ceiling cavity to allow proper inspection of framing and substrates.
- Inspect wood and surrounding materials with a moisture meter to identify any water damage or hidden moisture intrusion.
- Perform mold remediation if microbial growth or staining is observed, including:
 - HEPA vacuuming and cleaning of all affected

surfaces.

- Application of biodegradable antimicrobial cleaner to neutralize active contamination.

Wood Exposure, Mold Remediation & Prevention Treatment	\$1,500.00	1	\$1,500.00
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- Once the ceiling framing and wood surfaces are exposed, inspect all areas for visible moisture damage, staining, or microbial activity.
- Perform mold remediation on all affected ceiling sections where water damage or mold growth is identified. This includes:
 - Careful HEPA vacuuming and surface cleaning.
 - Application of biodegradable antimicrobial cleaner to remove and neutralize any active microbial contamination.
 - Scrubbing and wiping all affected surfaces as necessary until staining is minimized or eliminated.

After remediation is complete, apply advanced Fogging Technology using a HEPA-approved mold control solution designed to eliminate airborne mold spores and sanitize all interior air spaces within the containment area.	\$500.00	1	\$500.00
---	----------	---	----------

Equipment Hale Construction will provide a scissor lift for access to the affected areas at no cost to NW Environmental Solutions. NW Environmental Solutions will not provide any equipment, except for what is necessary for demolition and remediation within the affected areas.	\$0.00	1	\$0.00
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TOTAL			USD \$8,500.00
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Proposal Terms and Conditions

We hereby propose to furnish all labor and materials necessary to complete the scope of work as specified, unless otherwise stated in writing.

Payment Terms: Payment shall be made as follows: fifty percent (50%) of the total contract amount shall be due upon request by the contractor prior to the commencement of work. The remaining balance shall be due upon completion of the work.

All materials furnished shall be as specified and of standard quality. All work shall be performed in

a professional and workmanlike manner in accordance with industry standards and accepted trade practices.

Any alterations or deviations from the specifications outlined in this agreement, including but not limited to changes in materials, scope, or scheduling, which involve additional cost, shall be executed only upon written agreement and shall become an extra charge over and above the original contract sum.



Before



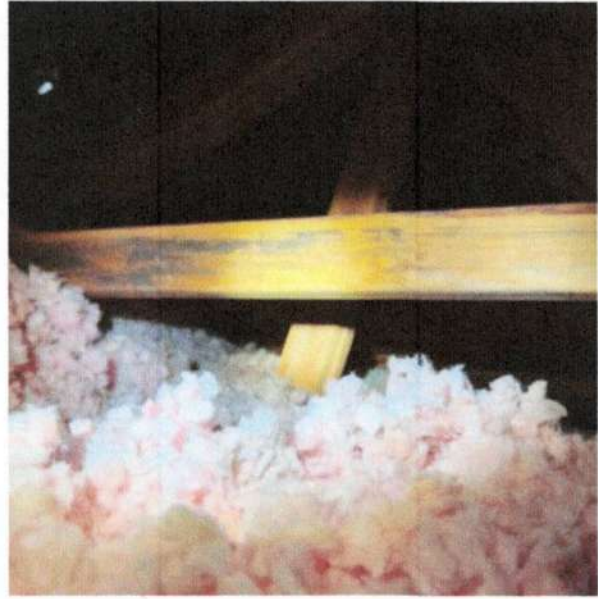
Before



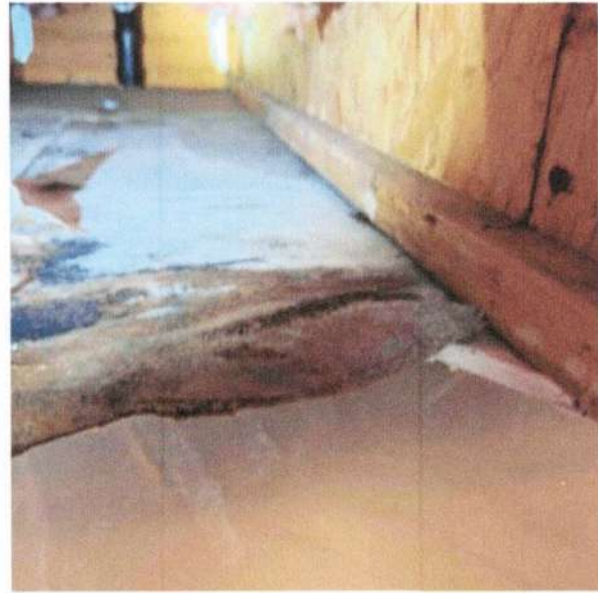
Before

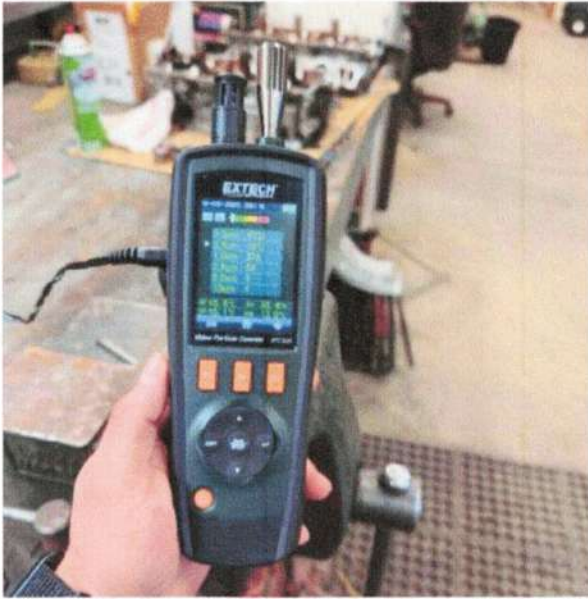


Before



Before






Great Northwest Environmental Services
Environmental Services

Great Northwest Environmental, Inc.
4830 Lakeside Ave. Suite 200, Oakridge, OR 97131
503.626.9900 Email: info@gnwes.com
www.gnwes.com

PLM BULK ASBESTOS REPORT

ATTN: Joel Torres P.O. Environmental Services	PHONE: 503-581-9442	EMAIL: joel@gnwes.com
PROJECT: White Salmon Fire Station 222 W. Salmon St. White Salmon, WA 98672	DATE SAMPLED: 10/06/2025 DATE RECEIVED: 10/10/2025 DATE ANALYZED: 10/10/2025 DATE REPORTED: 10/10/2025	LAB NUMBER: 25-1010-PLM 7250 ANALYZED BY: Stephanie Golden SAMPLED BY:
CLIENT P.O. #:		

Test Report: Asbestos Bulk PLM, EPA 600/R-93/116

Sample #	Description/Location	Analysis Description	% Fibers	Non-Asbestos Components	Asbestos % Type
TS-1000 RM-2251.1	1. Ceiling Drywall & Insulation Ceiling Shop	White powder w/ grey paint, white drywall	Calcium 9% Fiberglass 7%	Fiber, CaCO ₃ , Non-gypsum	NO
TS-1003 PLM-2251.2	1. Ceiling Drywall & Insulation Ceiling Shop	Off-white to powder w/ grey paint, white drywall w/ brown backing	Calcium 8% Fiberglass 3%	Fiber, CaCO ₃ , Fiber, gypsum, quartz	NO
TS-1003 RM-7250	2. Drywall and Insulation Ceiling inside work shop	Off-white powder w/ white specks, fibers, white powder w/ white backing, white (brown) w/ brown backing	Calcium 5% Fiberglass 1-2%	Fiber, CaCO ₃ , Fiber, gypsum, quartz, binder	NO

NO - NOT DETECTED

Analyst:  Reviewed By: 

Laboratory analysis confirmed that no asbestos was detected in the drywall material.

File Attachments for Item:

C. Voucher – Hearing Examiner



CITY COUNCIL REPORT



Business Item

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



Consent Agenda

No
October 15, 2025
Voucher – Hearing Examiner
Erika Castro Guzman

Action Required

Approve payment of Hearing Examiner in the amount of \$253.00 to Joe Turner, P.C. for time spent reviewing and responding to a direct email.

Motion for Business Item

I move to approve payment of Invoice #00001556 to Joe Turner, P.C. in the amount of \$253.00 for services related planning professional services.

Explanation of Issue

In early September, a building-permit applicant contacted the City's contracted Hearing Examiner directly by email to submit a "Notice of Administrative Appeal" and related materials. The message was addressed to the Examiner and copied City staff. Please note the provisions of WSMC 2.21.080—Noninterference, which states: "No person shall attempt to interfere with or improperly influence the hearing examiner in the performance of designated duties," and Washington's Appearance of Fairness Act, which prohibits ex parte communications in quasi-judicial proceedings unless disclosed on the record with an opportunity for rebuttal (RCW 42.36.060).

Procedurally, Title 19—Land Development Administrative Procedures) centralizes permit processing and appeals through the Planning Administrator and staff, who determine the proper procedure, prepare the staff report, manage the hearing process, and build the record. Directly contacting the Examiner circumvents those required channels.

As a result of the direct email, the Examiner reviewed and responded, and subsequently issued an invoice addressed to the City of White Salmon for that time. Staff is bringing this to Council's attention because the ex parte contact triggered the charge, yet the City, not the applicant, was invoiced. Upon Council approval of this voucher, staff intends to pay the invoice and will also issue written guidance reminding applicants that all hearing-related communications must be routed through City staff to avoid ex parte issues and related costs to the City.

City Council Options:

1. Adopt the Staff Recommendation to approve the voucher.
2. Deny the voucher.
3. Take no action at this time.
4. Other action as determined by the Council.

Fiscal Analysis:

The invoice totals \$253.00, with no sales tax. The charge will be applied to the Planning-Hearing Examiner professional services account, and existing appropriations are expected to cover the cost. The financial impact is minimal, as this is a one-time expense related to the Examiner's review of and response to an ex parte email.

Recommendation of Staff:

Approve the voucher for Invoice #00001556 in the amount of \$253.00 to Joe Turner, P.C., authorize payment upon approval.

C. Turner, P.C.

30439 SE Jackson Road, Suite 200
Gresham, OR 97080

Bill To:

City of White Salmon
PO Box 2139
White Salmon, WA 98672

Invoice #: 00001556

Date: 10/1/25

Page: 1

DATE	UNITS	NOTES	RATE	AMOUNT
September 2025 Invoice				
	1.1	Descriptions removed to avoid ex parte (RCW 42.36.060) and protect privilege/work-product (RCW 5.60.060(2)(a), 42.56.070(1), 42.56.290).	\$230.00	\$253.00
			\$230.00	\$0.00
			\$230.00	\$0.00
				\$253.00
Comment:			Sales Tax:	\$0.00
			Total Amount:	\$253.00
			Amount Applied:	\$0.00
			Balance Due:	\$253.00

Terms: C.O.D.

File Attachments for Item:

A. Department Head Reports

Bingen-White Salmon Police Department

142 E Jewett Blvd / PO Box 2139
White Salmon, Washington 98672

Mike Hepner, Chief of Police

Telephone (509) 493-1177 Fax (509) 493-1007



DEPARTMENT HEAD REPORT

Department: Police

Meeting Date: October 15, 2025

Presented By: Chief Mike Hepner

Administration:

- White Salmon Council Meeting
- Bingen Council Meeting
- Klickitat County Behavior Health Meeting
- Klickitat Community Link Project (K-LINK) Meeting
A collaboration of community partners working together to better connect their services and better serve the community.
- 2026 Budget Proposal and Narrative
- Meeting with City of Bingen to discuss new Interlocal Agreement for Law Enforcement Services
- Review and analyze House Bill 2015

Patrol Division:

The Bingen-White Salmon Police Department prides itself in reducing the incidence and fear of crime, ensuring justice, and safeguarding the rights of all, to provide for a safe and vibrant community.

The Bingen-White Salmon Police Department will accomplish this by working in partnership with the community we serve to enhance our law enforcement effectiveness.

I ask the Officers to prioritize their time by making calls for service as the top priority. Second, to be visible in the community which means driving through neighborhoods and being seen by the public. Lastly, speed enforcement, parking issues, or whatever the community deems important to them.

2024 and 2025 August and September Stats Attached

Bingen-White Salmon Police
Monthly Activity Log
August 2024

White Salmon	Bingen	
1	2	Abandoned/Disabled Vehicle
15	3	Agency Assist
4	2	Alarm
6		Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
1		Burglary
		Child Abuse/Neglect
12	11	Citizen Assist
		Civil Matter
1	1	Criminal Mischief
		Deceased
1	1	Disorderly
2		Domestic Violence
	1	Drugs
1		DUI
6		Fire
		Fireworks
		Forgery
	2	Fraud
		Harassment
3		Hazmat
		Homicide
		Information
1	1	Intoxication
4		Juvenile Problem
		Kidnapping
58	24	

White Salmon	Bingen	
		Littering
		Missing Person/Runaway
2		Medical Emergency
2	2	Mental Health
3	3	Motor Vehicle Accidents
	1	Motor Vehicle Theft
		Noise Complaint
1	2	Parking Problem
		Pornography
3	2	Property Lost/Found
1		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
9	1	Suspicious
3	2	Theft
	1	Threats
6	1	Traffic Complaint/Hazard
1	4	Traffic Offense
3	6	Trespass
		Unsecure Premise
	1	Violation Court Order
1		Wanted Person
		Weapons Offense
6		Welfare Check
3	2	911 Hang-up Calls
44	28	

52	Bingen
102	White Salmon
154	Total

Bingen-White Salmon Police
Monthly Activity Log
August 2025

White Salmon	Bingen	
2	3	Abandoned/Disabled Vehicle
19	2	Agency Assist
2	3	Alarm
8	2	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
		Child Abuse/Neglect
14	2	Citizen Assist
1	1	Civil Matter
2	1	Criminal Mischief
		Deceased
4	6	Disorderly
3	2	Domestic Violence
		Drugs
2	1	DUI
		False Reporting
1	1	Fire
		Fireworks
		Forgery
2	2	Fraud
1		Harassment
1		Hazmat
		Homicide
1	1	Information
		Intoxication
		Juvenile Problem
		Kidnapping
		Littering
63	27	

White Salmon	Bingen	
		Missing Person/Runaway
1	1	Medical Emergency
1		Mental Health
7	3	Motor Vehicle Accidents
1		Motor Vehicle Theft
		Noise Complaint
		Paper Service
3	5	Parking Problem
		Pornography
5	2	Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
1		Sex Crimes
14	4	Suspicious
2	3	Theft
3	1	Threats
4		Traffic Complaint/Hazard
6	5	Traffic Offense
55	38	Traffic Stop
2	1	Trespass
		Unsecure Premise
		Violation Court Order
	1	Wanted Person
		Weapons Offense
9	2	Welfare Check
4		911 Hang-up Calls
118	66	

93	Bingen
181	White Salmon
274	Total

Bingen-White Salmon Police
Monthly Activity Log
September 2024

White Salmon	Bingen	
6	1	Abandoned/Disabled Vehicle
21	3	Agency Assist
6	3	Alarm
5		Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
		Child Abuse/Neglect
14	6	Citizen Assist
		Civil Matter
		Criminal Mischief
		Deceased
2	1	Disorderly
1	3	Domestic Violence
1		Drugs
	1	DUI
1		Fire
		Fireworks
		Forgery
	2	Fraud
1		Harassment
1		Hazmat
		Homicide
1	1	Information
1	1	Intoxication
1	1	Juvenile Problem
		Kidnapping
62	23	

White Salmon	Bingen	
		Littering
2		Missing Person/Runaway
		Medical Emergency
3	1	Mental Health
7	1	Motor Vehicle Accidents
		Motor Vehicle Theft
	1	Noise Complaint
3	5	Parking Problem
		Pornography
5	1	Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
11	6	Suspicious
	1	Theft
3		Threats
3	1	Traffic Complaint/Hazard
4	3	Traffic Offense
5	1	Trespass
		Unsecure Premise
1		Violation Court Order
1		Wanted Person
1		Weapons Offense
6		Welfare Check
1	1	911 Hang-up Calls
56	22	

45	Bingen
118	White Salmon
163	Total

Bingen-White Salmon Police
Monthly Activity Log
September 2025

White Salmon	Bingen	
5	2	Abandoned/Disabled Vehicle
13	4	Agency Assist
4		Alarm
7	4	Animal Problem/Noise/Neglect
		Arson
1		Assault
		Attempt to Locate
	1	Burglary
		Child Abuse/Neglect
26	3	Citizen Assist
3		Civil Matter
1		Criminal Mischief
		Deceased
7	3	Disorderly
3	2	Domestic Violence
		Drugs
2		DUI
		False Reporting
1		Fire
		Fireworks
	1	Forgery
	2	Fraud
		Harassment
		Hazmat
		Homicide
		Information
		Intoxication
		Juvenile Problem
		Kidnapping
		Littering
73	22	

White Salmon	Bingen	
1		Missing Person/Runaway
3		Medical Emergency
4	2	Mental Health
4		Motor Vehicle Accidents
		Motor Vehicle Theft
2	2	Noise Complaint
		Paper Service
3	3	Parking Problem
		Pornography
4		Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
1		Search Warrant
		Sex Crimes
14	4	Suspicious
2		Theft
	1	Threats
1		Traffic Complaint/Hazard
3	1	Traffic Offense
35	23	Traffic Stop
2	1	Trespass
	1	Unsecure Premise
1		Violation Court Order
2	1	Wanted Person
		Weapons Offense
4	3	Welfare Check
5		911 Hang-up Calls
91	42	

64	Bingen
164	White Salmon
228	Total

File Attachments for Item:

C. Council Member Reports

1. Reports and Communication Discussion Regarding Council Rules

CITY OF WHITE SALMON
RESOLUTION NO. 2025-08-629

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,
WASHINGTON, ADOPTING A FORMAL PROCEDURE FOR CITY COUNCIL
MEMBERS TO REQUEST ADDITIONS TO THE COUNCIL AGENDA**

WHEREAS, the White Salmon City Council recognizes the importance of maintaining transparency, consistency, and efficiency in the conduct of public meetings; and

WHEREAS, the Council acknowledges the value of creating a clear and structured process through which individual Council members may propose agenda items for consideration, while also ensuring appropriate coordination, resource planning, and adherence to applicable rules of procedure; and

WHEREAS, the proposed “City Council Agenda Additions Procedure,” attached hereto as Exhibit A, outlines the appropriate steps, expectations, and administrative practices to be followed when requesting and considering new agenda items; and

WHEREAS, formal adoption of this procedure will support effective governance, promote collaborative decision-making, and provide guidance to both Council members and staff in the management of Council agendas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, AS FOLLOWS:

1. **Adoption of Procedure.** The City Council hereby adopts the “City Council Agenda Additions Procedure,” attached hereto as Exhibit A and incorporated herein by this reference, as the official procedure for City Council members to propose additions to the Council meeting agenda.
2. **Implementation.** The Mayor, City Clerk, and staff are directed to implement this procedure and ensure its application in the preparation and conduct of City Council meetings.
3. **Amendments.** This procedure may be amended by resolution of the City Council at any time, following appropriate review and discussion.
4. **Effective Date.** This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON,
this ____ day of _____, 2025.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Erika Castro-Guzman, City Clerk

Shawn MacPherson, City Attorney



Discussion on Resolution 2025-08-629 (Oct 15 agenda) + request for materials by Oct 10 (Noon)

Patty Fink <pattyf@ci.white-salmon.wa.us>

Thu, Oct 9, 2025 at 3:33 PM

To: Erika Castro-Guzman <erikac@ci.white-salmon.wa.us>, Marla Keethler <marlak@ci.white-salmon.wa.us>

Thank you for your diligence, Erika,

Please note, I have bcc'd the Council on my reply.

Given the back-to-back meeting next Wednesday (Council Priorities Meeting and Council Meeting) and as a way to bring focus to our governance protocol discussion at the Council Meeting, I am proposing that Council consider **one** concrete governance element that would enhance transparency and provide an orderly mechanism for Councilmembers to introduce topics, reports, or discussion items in advance of meetings

This proposal would establish a standing “Council Business” section of the regular meeting agenda and packet. The idea has been discussed previously and seemed generally amenable to both the Mayor and Council. It also aligns with several points raised by Councilmember Mora at our last meeting. For me, it offers a practical way for Council to facilitate ongoing discussions on key issues, vet policy ideas more openly - and represents an important first step in enhancing transparency and fostering stronger coordination between Council, the administration, and the broader White Salmon community.

The concept is not new—smaller Washington cities such as Goldendale, Langley, and Prosser have similar practices that provide a set time for:

- Council and committee reports,
- Staff briefings that require additional Council direction,
- Follow-up discussions from prior meetings, and
- Councilmember-initiated discussion items.

This structure allows Councilmembers to share information and policy ideas with each other and with the public through regularly published meeting materials, consistent with the Open Public Meetings Act (RCW 42.30).

Since Council always retains the ability to amend the agenda at the start of each meeting, this change would offer greater clarity and structure to what is now our “Council Reports” section—providing a more defined and transparent process for how

C. Councilmembers bring forward information and ideas, as well as a shared space for discussion.

In short, I would argue that a Council Business Agenda item would:

- Reinforce that publicly accessible meeting materials—not email—are the appropriate format for sharing Council ideas.
- Allow Councilmembers to arrive at meetings having already reviewed one another's submissions.
- Reduce time spent on unplanned items and prevent last-minute surprises; and
- Provide a consistent forum for introducing and discussing other good-governance procedures that enhance coordination among the administration, Council, and the public.

I've attached an initial concept for inclusion in the packet. Please let me know if you are looking for it in a different format.

Best regards,

Patty

On Tue, Oct 7, 2025 at 5:52 PM Erika Castro-Guzman <erikac@ci.white-salmon.wa.us> wrote:

[Quoted text hidden]



Council Business Concept_Discussion 10_15_2025.docx

18K

Submitted by: Councilmember Fink

Date: October 15, 2025 Council Meeting

Topic - Formal Inclusion of Council Business Item to Agenda

Initial Concept – For Council Discussion

1. Council Business Section Added to the Agenda

- A. Every regular City Council meeting agenda shall include a standing item titled **“Council Business.”**
- B. This section shall appear after “Department Reports” and before “Executive Summary,” unless otherwise reordered by Council at the start of the meeting
- C. Items under “Council Business” may include:
 - Written reports or memoranda submitted by Councilmembers.
 - Discussion items proposed by individual Councilmembers.
 - Policy or governance concepts for preliminary consideration; and
 - Follow-up topics from prior meetings or workshops.

2. Submitting Council Business Items

- A. Any Councilmember may submit materials for the “Council Business” section by the regular agenda deadline ([Friday noon] before each meeting).
- B. The City Clerk shall include all timely submissions in the draft agenda and packet under the “Council Business” heading.
- C. The Clerk may make clerical corrections but shall not withhold or alter substantive materials
- D. Each submission shall include:
 - A. A title for the agenda item;
 - B. (Optional) A brief description or supporting materials (e.g., correspondence, research, or examples from other jurisdictions).

3. Discussion and Action

- A. Items listed under “Council Business” are for Council discussion and direction; they may include information, motions, referrals, or general deliberation.
- B. As with all agenda items, Council may reorder, add, or remove “Council Business” topics at the start of the meeting by majority vote.

4. Public Transparency

- A. All “Council Business” materials shall be included in the publicly available meeting packet.
- B. The packet serves as the forum for Councilmembers to communicate ideas with the public and with one another, ensuring that all deliberation occurs in open session.

5. Staff Support

- A. Staff analysis or preparation for items under “Council Business” shall occur only when directed by the Mayor, by Council consensus, or by majority vote of the Council.
- B. Councilmembers may discuss matters based on their own research or public input without prior staff involvement.

6. Review

This procedure may be reviewed and amended by Council resolution at any time.