



## White Salmon City Council Meeting

### A G E N D A

May 21, 2025 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: **834 8126 4673**

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/83481264673>

- I. Call to Order, Land Acknowledgement, and Presentation of the Flag**
- II. Roll Call**
  - A. Swearing in of Morella Mora
  - B. Roll Call
- III. Changes to the Agenda**
- IV. Presentations**
  - A. Introducing Rowan Fairfield, City Planner
  - B. Heritage Month
- V. Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- VI. Consent Agenda**
  - A. Approval of STP - Interlocal Agreement Klickitat County
  - B. Approval of Committee Appointments
  - C. Approval of contract Amendment No.1 between Aspect Consulting and the City of White Salmon.
  - D. Approval of Vouchers
- VII. Business Items**
  - A. Ordinance 2025-05-1180 - Amending WSMC 16.66 Unit Lot Subdivisions
    - 1. Presentation
    - 2. Public Hearing
    - 3. Discussion
    - 4. Action
  - B. Ordinance 2024-12-1172 NW Natural Contract
    - 1. Presentation
    - 2. Discussion
    - 3. Action

C. Budget Amendments

1. Presentation
2. Discussion

D. Associate Planner Job Description

1. Presentation
2. Discussion
3. Action

E. City Council Committee Appointments

1. Presentation
2. Discussion
3. Action

**VIII. Reports and Communications**

A. Department Head Reports

B. WKRFA Report

C. Interim City Administrator's Report

D. Council Member Reports

E. Committee Reports

F. Mayor's Updates

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

**X. Adjournment**

**File Attachments for Item:**

C. Approval of contract Amendment No.1 between Aspect Consulting and the City of WhiteSalmon.



## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

May 21, 2025

Agenda Item:

Consent Agenda item

Presented By:

Chris True Public Works Operation Manager

### Action Required:

*Approval of contract Amendment No.1 between Aspect Consulting and the City of White Salmon.*

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

*Move to authorize the Mayor to sign the contract amendment No. 1 with Aspect Consulting to extend the current on-call contract to 2025.*

### Background of Issue:

*Aspect has been working on 4 water rights reports to be submitted to the Department of Ecology, and there is still work that is needed.*

### Explanation of Issue:

*The City's previous contract with Aspect for Hydrogeological Engineering Services ended at the end of 2024 with work still needing to be completed. This amendment will allow only work on the pending 4 water rights reports that are needed.*

### Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation and approve the contract amendment.
2. Revise the Staff Recommendation.
3. Other action as may be desired by the City Council.
4. Refer this issue back to staff for further work.
5. Take no action on this matter.

### Fiscal Analysis:

*The adopted budget contains funds for this purpose.*

### Recommendation of Staff/Committee:

*Staff recommends approving amendment No.1 to Aspects contract to complete the mandatory water rights reports to the Department of Ecology.*

### Follow Up Action:

No follow up action is required.



**Amendment No. 1  
Personal Services Contract  
Aspect Consulting  
Hydrogeological Engineering Services**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Aspect Consulting (CONTRACTOR), dated July 20, 2023 related to hydrogeological engineering services.

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

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

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, ~~2024~~ **2025**. All task orders/scopes of previously approved under this contract and not completed are extended through December 31, ~~2024~~ **2025**. **The only new task orders that will be approved under this contract will be for completion of The City's water right permits.**

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

**CONTRACTOR**

**OWNER**

**Aspect Consulting**

**City of White Salmon**

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

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

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

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

C.

**CITY OF WHITE SALMON  
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and Aspect Consulting, LLC, hereafter called Contractor. City's Contract Administrator for this contract is Andrew Dirks, Public Works Director.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2024.

**Statement of Work**

- (a) This contract is for Hydrogeological Engineering Services.
- (b) The City of White Salmon will compensate the consultant for performing "Consulting Services" on a time and material basis, plus direct reimbursable expenses not to exceed \$10,000 per year, per the Consultant's current hourly fee schedule, attached as Exhibit A.
- (c) Each specific project or service provided under this contract, excluding consulting services as identified in item B of this section, will require a task order/scope of work with estimated hours and costs associated with the project or service to be approved by the City of White Salmon.

**Consideration**

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to Aspect Consulting's fee schedule as provided in Exhibit A. Contractor's hourly fee schedule will update annually on January 1st with notice given to City.

**Amendments**

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

**Terms and conditions listed on page two**

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Aspect Consulting, LLC

Address: 350 Madison Ave. N.  
Bainbridge Island WA 98110-1810

Federal Tax ID No: 91-2149055

Phone: 206-780-9730

Citizenship: Non resident alien  
Business Designation (Check one):

☐  
☐  
☐  
☒  
☐

Yes                      X                      No  
Individual            ☐                      Sole Proprietorship  
Partnership           ☐                      Estate/Trust  
Corporation           ☐                      Public Service Corporation  
Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor:

Signature

7/14/2023

Date

Approved by the City:

DocuSigned by:

Marla Keethler, Mayor

7/20/2023

Date

Approved by Council:

July 19, 2023

Date

**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 a way 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 to the extent arising out of the negligent acts, errors, or omissions of 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 to the extent 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 Americans 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. Standard of Care**

Contractor will perform all services consistent with recognized standards of professionals in the same locality and involving similar conditions. No other warranties or guarantees of any kind, express or implied, are made by Contractor in connection with the services.

**20. Errors**

The contractor shall perform such additional work as may be necessary to correct work required under this contract that fails to meet the Standard of Care in Section 19 without undue delays and without additional cost.

**21. 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.

**22. Other Requirements**

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

**23. 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.

**24. 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.

**25. 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.



# SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

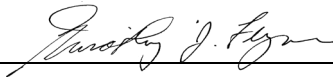
<b>ENGINEERS, SCIENTISTS, AND ANALYSTS</b>	<b>Hourly Rate</b>
<i><b>Principals and Associates</b></i>	
Principal 2 .....	\$ 305
Principal 1 .....	289
Sr. Associate .....	267
Associate .....	253
<i><b>Senior, Project, and Staff Professionals</b></i>	
Senior 3 .....	253
Senior 2 .....	238
Senior 1 .....	222
Project 3 .....	204
Project 2 .....	189
Project 1 .....	176
Staff 3 .....	161
Staff 2 .....	148
Staff 1 .....	137
<b>TECHNICAL AND PROJECT SUPPORT</b>	<b>Hourly Rate</b>
<i><b>Field Operations</b></i>	
Technician 2 .....	\$ 122
Technician 1 .....	112
<i><b>Design, CAD, and Graphics</b></i>	
Engineering Designer .....	176
Sr. CAD .....	157
CAD .....	138
Sr. Graphic Designer .....	128
Graphic Designer .....	119
<i><b>Technology</b></i>	
Sr. Software Developer .....	250
Software Developer .....	219
<i><b>Technical Editing and Project Coordination</b></i>	
Sr. Technical Editor .....	140
Coordinator 3 / Technical Editor .....	128
Coordinator 2 .....	120
Coordinator 1 .....	111

## OTHER CHARGES

Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

# Contract Order

<b>Client:</b> City of White Salmon Attn: Chris True 100 N. Main Street White Salmon, WA 98672		<b>Date:</b> April 29, 2025
		<b>Contract No.:</b> 1
		<b>Project No.:</b> AS090094
<b>Project Name:</b> White Salmon On Call		
<b>Description of Work</b>		<b>Cost</b>
The City of White Salmon has requested Aspect Consulting's (now part of Geosyntec Consultants, Inc.) assistance in preparing the reports of examination (ROE's) associated with several pending water rights for submittal to Ecology. This contract order is to provide drafts of 4 ROE's for City review and subsequent submittal to Ecology, including the following: <ul style="list-style-type: none"> <li>➤ Seasonal Surface Water Diversion Permit from Buck Creek to provide supplemental recharge water for the City's Aquifer Storage and Recovery (ASR) program;</li> <li>➤ ASR Reservoir Permit;</li> <li>➤ ASR Secondary Use Permit; and</li> <li>➤ Buck Creek Diversionary Permit to operate the small hydropower generator at the Buck Creek Diversion and Water Treatment Facility.</li> </ul>		Time and Materials Estimate: \$7,500
By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, the City of White Salmon accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.		
<b>GEOSYNTec CONSULTANTS, INC.</b> and its subsidiaries and affiliates	<b>By:</b> 	
	<b>Printed Name:</b> Timothy J. Flynn, LHG Senior Principal Hydrogeologist	
<b>CLIENT</b>	<b>By:</b>	
	<b>Printed Name/Date:</b>	

V:\090094 2009 Water System Imprvmts-ASR Project\Contracts\Proposal Material\2025\ CO01\_20250429\_AS090094\_CityOfWhiteSalmon2025.docx

ATTACHMENT A  
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is attached to and made a part of the proposal submitted to the City of White Salmon (“Client”) by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively “Geosyntec”), dated April 29, 2025 (“Proposal”). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client’s authorization to proceed. The Client and Geosyntec are referred to herein individually as “Party” and collectively as “Parties”.

**1. ACCEPTANCE OF TERMS:** The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client’s signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, are conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to these changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.

**2. SCOPE OF SERVICES:** The services to be provided by Geosyntec pursuant to this Agreement (“Services”) are described in the Proposal, and any amendments or Service Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site (“Project Site”).

**3. CLIENT RESPONSIBILITY:** Client shall provide Geosyntec, in writing (where applicable), all information relating to Client’s requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

**4. COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec’s rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a “not to exceed” budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec’s then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client’s receipt of payment from any other parties. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days’ written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such

C. Once payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

5. **CHANGES:** In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

6. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

7. **STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client including without limitation third party claims for contribution and indemnification), arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

10. **INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- |       |                                    |                                     |
|-------|------------------------------------|-------------------------------------|
| (i)   | Workers' Compensation              | Statutory                           |
|       | Employer's Liability               | - \$1,000,000 per occurrence        |
| (ii)  | Commercial General Liability or    |                                     |
|       | Public Liability Insurance         | - \$1,000,000 per occurrence        |
| (iii) | Comprehensive Automobile Liability | - \$2,000,000 combined single limit |
| (iv)  | Professional Liability             | - \$2,000,000 per claim             |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. **DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in the Governing Law and Venue Section below. Any

C. applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

**12. RIGHT OF ENTRY:** Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

**13. PROJECT SITE RESPONSIBILITIES:** If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

**14. HAZARDOUS SUBSTANCES:** "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

**15. CONFIDENTIALITY:** Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

**16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS:** Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.



**17. DELAYS AND FORCE MAJEURE:** Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

**18. SUSPENSION/TERMINATION:** If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec client shall have the right to terminate this agreement upon thirty (30) days prior written notice upon invoice for services performed and charges actually incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**19. ASSIGNMENT AND THIRD PARTY RIGHTS:** Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

**20. VALIDITY AND SEVERABILITY:** The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

**21. GOVERNING LAW AND VENUE:** This Agreement and all disputes related to it shall be governed and construed by the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Seattle, Washington. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**22. INTEGRATED WRITING:** This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

**23. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES:** The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.



CONFIDENTIAL

## GEOSYNTEC CONSULTANTS - NW OPERATIONS 2025 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$175
Senior Staff Professional	\$200
Professional	\$227
Project Professional	\$254
Senior Professional	\$285
Principal	\$310
Senior Principal	\$330
Technician I	\$ 96
Technician II	\$105
Senior Technician I	\$115
Senior Technician II	\$125
Site Manager I	\$135
Site Manager II	\$155
Construction Manager I	\$165
Construction Manager II	\$180
Senior Designer	\$215
Designer	\$180
Senior Drafter/Senior CADD Operator	\$165
Drafter/CADD Operator/Artist	\$150
Senior Technical Editor	\$170
Technical Editor	\$150
Project Analyst	\$130
Project Administrator	\$ 98
Clerical	\$ 80
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.

**File Attachments for Item:**

A. Ordinance 2025-05-1180 - Amending WSMC 16.66 Unit Lot Subdivisions

1. Presentation
2. Public Hearing
3. Discussion
4. Action



## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:

Completed

May 21, 2025

Ordinance 2025-05-1180

Dr. Michael Mehaffy, Housing Consultant, and  
Rowan Fairfield, City Planner

### Action Required:

Review, hold Public Hearing, and take action to approve Ordinance 2025-05-1180 with the recommended revisions below, to amend WSMC Title 16, adding provisions for "Unit Lot Subdivisions."

### Motion for Business Item:

Motion to approve Ordinance 2025-05-1180 with recommended corrections and clarifications, amending WSMC Title 16.

### Explanation of Issue:

This ordinance has been proposed by the Planning Commission in furtherance of State law RCW 58.17.060 requiring that "All cities, towns, and counties shall include in their short plat regulations procedures for unit lot subdivisions (ULS) allowing division of a parent lot into separately owned unit lots," and in furtherance of the implementation of the City's adopted Housing Action Plan, which calls for removing barriers to allow infill of smaller homes, multiplexes, rowhomes and other residences to meet demand. The ULS is intended as a tool for fee-simple infill development and an alternative to condominiums.

The ordinance is drawn from guidance provided by the Washington Department of Commerce, as well as reflecting feedback from citizen testimony (as discussed in more detail in the memo included). The ordinance was developed with grant funding from the Washington Department of Commerce, with a deadline of June 1, 2025, to complete the work and submit for reimbursement. The draft has been reviewed by the Department of Commerce, city attorney, and city surveyor.

The ordinance was presented to the Planning Commission initially on March 12th, was the subject of a Commission workshop on April 9th to gather more stakeholder input, and was recommended to the Council by a majority vote of the Commission on April 9th. The vote was 2 Yes and 1 abstention.

Some concerns raised by community members and planning commissioners include:

1. How the ULS would interact with existing zoning and subdivision regulations, particularly for accessory dwelling units (ADUs) and duplexes.
2. How a ULS might trigger different, more restrictive requirements, such as parking, that undermine the intent of the ordinance.
3. Utility requirements emerged as a significant concern, particularly for infill projects. Community members noted that the building inspector has reportedly been prohibiting shared utilities, which they identified as a major cost factor for infill projects.
4. The Ordinance has not been "stress-tested" with practice cases.

Overall, consultants and staff have recommended adopting the ordinance. It is staff's intent that these issues will be addressed during implementation. In particular, shared utilities are outside the scope of this ordinance and should be addressed with Public Works. Staff intends to monitor the results over the next year, and to suggest further refinements as the need emerges.

#### **Council Options:**

City Council has the following options available at this time:

1. Accept the Recommendation of the Planning Commission and Staff.
2. Revise the Recommendations.
3. Other action as desired by Council.

#### **Fiscal Analysis:**

There are no financial implications or costs to the city, based on this action.

#### **Recommendation of Staff:**

Staff recommends that the Council approve the Planning Commission's proposed ordinance for ULS, with the following modifications. Deletions are in strike-through, additions are in bold and underlined.

1. Correcting a cross-reference to the variance procedures.

16.66.060 (D).

"Such requests shall be processed according to the procedures for variances in Chapter 16.65.~~080~~ **.075** WSMC."

2. Clarifying an inconsistency about application requirements vs. review procedure.

The proposed ULS ordinance cites and refers to the application requirements for a short subdivision if the ULS is 4 or fewer lots, or a long subdivision if more than 4 lots (see 16.66.040 (A)(1)). However, the review procedure is the same as a short subdivision, regardless of number of lots.

To make the provisions below more consistent with the provision above, staff recommends these 2 modifications:

16.66.060(A)

An application for a unit lot subdivision **with four (4) or fewer units** shall be processed according to the procedures for Type I-B land use decisions established in Chapter 19.10 WSMC, Land Development Administrative Procedures. **An application for a unit lot subdivision with more than four (4) units shall be processed according to the procedures for a Type III land use decision.**

16.66.040(A)(10)

"Unit lot subdivisions **with four (4) or fewer units** follow the revision and expiration procedures for a short subdivision, **and those with more than four (4) units follow the revision and expiration procedures for a long subdivision.**

Without these modifications, staff would interpret this chapter such that an application for ULS with more than 4 lots uses the application requirements for a long plat and the review procedure for a short plat.

In summary, staff recommends adoption of the Planning Commission recommendation for the proposed ULS ordinance, with the suggested modifications above.

**CITY OF WHITE SALMON  
ORDINANCE NO. 2025-05-1180**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, AMENDING TITLE 16  
TO ADD CHAPTER 16.66; SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of White Salmon (“City”) acknowledges the need to provide legal mechanisms to implement its Housing Action Plan, to provide more infill housing opportunities, and to accommodate more diverse and affordable housing; and

**WHEREAS**, the City recognizes the current barriers to infill development, including the current limitations of its subdivision procedures; and

**WHEREAS**, the City recognizes the State of Washington RCW 58.17.060(3) requires that “All cities, towns, and counties shall include in their short plat regulations procedures for unit lot subdivisions allowing division of a parent lot into separately owned unit lots;” and

**WHEREAS**, the unit lot subdivision process is well-established in a number of other Washington cities, offering effective models for implementation in White Salmon; and

**WHEREAS**, the City has conducted public outreach and gathered public comments in accordance with the City’s Public Participation Plan, sufficient to establish regulations in accordance with RCW 36.70A;

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

That the following amendments be made to White Salmon Municipal Code Title 16:

**SECTION 1. Amendment to Title 16, adding Chapter 16.66, “Unit Lot Subdivisions.”**

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## **Chapter 16.66 UNIT LOT SUBDIVISIONS**

### **16.66.010 Definitions**

**The following definitions shall apply to this chapter:**

**A. “Lot, parent” - means a lot which is subdivided into unit lots through the unit lot subdivision process.**

**B. “Lot, unit” - means a lot created from a parent lot and approved through the unit lot subdivision process.**

**C. “Unit lot subdivision” means the division of a parent lot into two or more unit lots within a development and approved through the unit lot subdivision process.**

### **16.66.020 Purpose.**

The purpose of this chapter is to establish a process which allows greater flexibility in the development of single-family detached and attached housing on lots which do not strictly conform to the development standards of Chapters 16.60 or 16.65. This process may be used as an alternative to a conventional subdivision or short subdivision and shall be permitted in any residential zone allowing for the development of single-family detached dwellings. To use this process, developments shall contain at least two single-family dwellings.

### **16.66.030 Applicability.**

- A. **Site Plan Approval Required.** All developments using the unit lot process are required to submit a site plan for review and approval as part of the land division application. The site plan must demonstrate compliance with the applicable regulations of Chapter 17 and this title.
- B. **Conflict.** In the event of a conflict between this chapter and any other provisions of Chapters 16 or 17 and this title, the requirements of this chapter shall control.

### **16.66.040 Application procedures.**

- A. A lot may be divided into separately owned unit lots, provided the following standards are met.
  - 1. **Approval Process.** Unit lot subdivisions follow the application procedures for a short subdivision (4 or fewer lots) or subdivision (more than 4 lots), depending on the number of lots.

2. Applicability. . A lot to be developed with middle housing, detached accessory units, or multiple detached single-family residences, in which no dwelling units are stacked on another dwelling unit or other use, may be subdivided into individual lots as provided herein.
3. Development as a whole on the parent lot, rather than individual unit lots, shall comply with applicable design and development standards.
4. Subsequent platting actions, additions, or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.
5. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking and vehicle access areas; underground utilities; common open space; shared interior walls; exterior building facades and roofs; and other similar features shall be recorded with the county auditor.
6. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use the parking is formalized by an easement set forth on the face of the plat and recorded with the county auditor.
7. Portions of the parent lot not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.
8. Notes shall be placed on the face of the plat as recorded with the county auditor to state the following:
  1. The title of the plat shall include the phrase "Unit Lot Subdivision."
  2. Approval of the development on each unit lot was granted by the review of the development, as a whole, on the parent lot.
9. Effect of Preliminary Approval. Preliminary approval constitutes authorization for the applicant to develop the required facilities and improvements, upon review and approval of construction drawings by the public works department. All development shall be subject to any conditions imposed by the city on the preliminary approval.
10. Revision and Expiration. Unit lot subdivisions follow the revision and expiration procedures for a short subdivision.

#### **16.66.050 Approval criteria.**

In addition to the review criteria provided in Title 16 WSMC, the following criteria are the minimum measures by which each proposed unit lot subdivision will be considered:



A. Unit lot subdivisions shall be given preliminary approval, including preliminary approval subject to conditions, upon finding by the city that all the following have been satisfied:

1. The proposed unit lot subdivision conforms to all applicable city, state and federal zoning, land use, environmental and health regulations and plans, including, but not limited to, the following:
  - a. White Salmon comprehensive plan;
  - b. White Salmon zoning code;
  - c. Engineering design standards;
  - d. Critical areas ordinance (Chapter 18.10 WSMC);
2. Utilities and other public services necessary to serve the needs of the proposed unit lot subdivision shall be made available, including open spaces, drainage ways, streets, alleys, and other public ways.
3. Conservation of existing trees, and/or the planting of new trees, shall be provided consistent with Chapter 18.35 – City Tree Ordinance, and Chapter 18.40 – Special Provisions – Heritage Trees;
4. The probable significant adverse environmental impacts of the proposed unit lot subdivision, together with any practical means of mitigating adverse impacts, have been considered such that the proposal will not have an unacceptable adverse effect upon the quality of the environment, in accordance with Title 18 WSMC and Chapter [43.21C](#) RCW;
5. Approving the proposed unit lot subdivision will serve the public use and interest and adequate provision has been made for the public health, safety, and general welfare.

#### **16.66.060 Unit lot plat review process.**

- A. An application for a unit lot subdivision shall be processed according to the procedures for Type I-B land use decisions established in Chapter 19.10 WSMC, Land Development Administrative Procedures.
- B. The director shall solicit comments from the public works director, fire chief or designee, local utility providers, police chief, building official, school district, adjacent jurisdictions if the proposal is within one mile of another city or jurisdiction, Washington State Department of Transportation if the proposal is adjacent to a state highway, and any other state, local or federal officials as may be necessary.
- C. Based on comments from city departments and applicable agencies and other information, the city shall review the application subject to the criteria of WSMC 16.45 and 16.60, unless superseded by provisions herein. A proposed unit lot subdivision shall only be approved when consistent with all the provisions of

WSMC 16.45 and 16.60, unless superseded by the provisions herein.

- D. An applicant for a unit lot subdivision may request that certain requirements established or referenced by this chapter be modified. Such requests shall be processed according to the procedures for variances in Chapter 16.65.080 WSMC.

#### **16.66.070 Approval.**

- A. The administrator shall approve, approve with conditions, or deny the unit lot subdivision within the applicable time requirements. The decision shall be in writing and shall set forth findings of fact supporting the decision.
- B. Approval or approval with conditions shall authorize the applicant to proceed with preparation of the final unit lot subdivision, following the applicable procedures of WSMC 16.65.
- C. If the preliminary approval of the unit lot subdivision requires the meeting of conditions, construction of private roads, utilities and/or water systems, or the applicant needs time to obtain required certifications, then the applicant's unit lot subdivision shall be granted conditional approval for up to a two-year period, or as otherwise provided by state law, to provide time to complete the conditions.
- D. Upon fulfillment of the conditions of approval, and upon acceptance of such proof by the administrator, the administrator shall then authorize the recording of the unit lot subdivision.
- E. Recording. It is the responsibility of the unit lot subdivision applicant to record the unit lot subdivision map with the county auditor. The unit lot subdivision applicant shall pay the current recording fee. Upon recording the unit lot subdivision, the administrator shall obtain one copy of the unit lot subdivision for city records. The applicant shall not submit to the county auditor any unit lot subdivision plat that does not bear the city's certificate of approval. Filing a unit lot subdivision plat without the city's certificate of approval shall be a violation of this chapter.

**SECTION 2. Severability / Validity.** The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

**SECTION 3. Effective Date.** This ordinance shall take effect and be in force five (5) days after its approval, passage and publication as required by law.

**SECTION 4: Transmittal to the State.** Pursuant to RCW 36.70A.106, a complete and accurate copy of this ordinance shall be transmitted to the Department of Commerce within ten (10) days of adoption.

**PASSED** this 21 day of May 2025 by the City Council of the City of White Salmon, Washington, and signed in authentication of its passage.

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

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**File Attachments for Item:**

B. Ordinance 2024-12-1172 NW Natural Contract

1. Presentation

2. Discussion

3. Action



## CITY COUNCIL REPORT

### ☒ Business Item

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

### ☐ Consent Agenda

Completed (Attorney did the final negotiating for the City)  
May 21, 2025  
Approval of NWNG Franchise Ordinance Agreement  
Paul Koch, ICA

### Action Required

Authorize approval of the Ordinance No. 2024-12-1172 between the City of White Salmon and NWNG company and authorize the Mayor to sign.

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

Move to approve Ordinance 2024-12-1172 granting a non-exclusive gas utility franchise to NWNG Company and fixing terms, conditions and compensation of such franchise and authorizing the Mayor to sign.

### Explanation of Issue

This non-exclusive franchise agreement has been in negotiations for a number of months. The City Attorney has completed these negotiations, and this agreement comes to City Council at this time for approval. This is a ten year agreement, and the Grantee (NWNG) is required to pay all license fees, taxes, business and occupation taxes as they may apply. The past agreement was terminated in 2024 and the city has been without an agreement with NWNG for a little over a year.

The “franchise” is a special privilege granted by governments providing for a company to deliver a certain service or product. Services like cable TV, natural gas, electricity are covered by a franchise. This practice goes back many years in local government.

It is normal practice for cities to enter into such agreements with private utility companies. The city has had such agreements with NWNG for many years. These agreements are nonexclusive, meaning that another natural gas company could come into White Salmon and begin operating and providing services. Under the terms of this proposed agreement, NWNG has the right to construct, maintain and operate a gas utility system in the city. NWNG can install, maintain and operate under the streets, bridges and public places facilities for the transmission of natural gas to the customers of NWNG. This agreement, as all past agreements have, provides NWNG to be able to sell gas to its residential and commercial customers.

Under the terms of this agreement, NWNG must get the city’s permission to occupy or make use of any city owned property and must meet all city required standards. As such then, NWNG must pay all city fees, license fees and taxes which may be required. This franchise is not exclusive therefore there is no limit on the city to be able to approve another company of this type.

Under this proposed agreement, the City reserves the right to construct or install any public improvements, do any work the city finds desirable on, over or under any street, bridge or public place. The city is required to notify NWNG at any time when any work done by the city may disturb NWNG gas mains. NWNG is required to provide to the city any maps, diagrams or drawings to the city or its contractor.

NWNG is required under this contract to provide uninterrupted 24 hour a day service while conforming to the standards of the state, federal or city. The agreement requires that NWNG shall maintain their facilities in a safe, substantial workmanlike manner. Prior notification to the fire department during service, venting and possible gas escape. Also required is a bi-annual safety presentation to emergency responders that includes a general overview of training, an overview of the NWNG infrastructure within the city limits and an overview of any possible gas leaks inside a structure, vault pit or enclosed area. These safety requirements requested by fire authorities are new in this contract.

NWNG agrees to hold the city harmless from all claims. Plus, NWNG has 30 days from the date this Ordinance takes affect to file with the City an unconditional acceptance of the franchise and if NWNG does not comply then this agreement (Franchise) is null and void. The Ordinance will be effective 5 days after the first date of publication.

I have attached to this report a two page summary of the new agreement for Councils information. The summary highlights are:

- 1.The final ordinance is for 10 years a reduction from 30 years in the past agreement. The city will not get \$10,000 annual fee in the new Ordinance. The City will collect applicable taxes and license fees.
2. New in this agreement (franchise) are enhanced safety and emergency response requirements and includes mandatory notifications and bi-annual safety training.
3. There is a new section in this Ordinance requiring NWNG to follow local, state and federal laws regarding gas pipeline operations.
4. The new Ordinance includes additional safety and regulatory compliance requirements and continues to protect the city's interests while assuring safe and continuous gas utility service to the community.

It is right to note the current feelings about natural gas and energy issues in today's society. The discussions and concerns being expressed here in White Salmon are being held in communities all over this country. I do not see that abating in the near future. That however does not remove the responsibility the City has to ensure safe, continuous natural gas being provided to the citizens of the community. I have received in my office two emails from citizens, one recommending disapproval and the other recommending approval. These diametrically opposing opinions make the Council's decision more important and more difficult.

The benefit to the city of this agreement is that it outlines the levels of responsibility, and ensures that existing citizens now receiving natural gas continue to receive the product. Plus, new safety requirements are included that were not in past agreements.



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**The benefits to the city of this new agreement are:**

1. NWNG is required to meet the requirements of the fire and rescue services.
2. NWNG will pay the city \$1,000.
3. The ten year agreement period does not lock the city into a longer period during which some new energy concept may appear.

In this new Ordinance, termination of the franchise can occur upon willful failure by the NWNG company. In this case the City is required to give the company 60 days' notice and demand in writing.

**City Council Options:**

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the agreement with NWNG.
2. Take no action on this request.
3. Deny the adoption of the agreement.
4. Other action that may be desired by the Council.

**Fiscal Analysis:**

There is no cost to the city for this agreement, other than the cost for the City Attorney to negotiate the agreement. As negotiated, NWNG will pay the City \$1,000 for administrative cost reimbursement by separate invoice.

**Recommendation of Staff:** Staff recommends the City Council approve the agreement with NWNG and authorize the Mayor to sign.

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## Summary of Changes to NW Natural Gas Franchise Ordinance

Presented to White Salmon City Council  
Ordinance No. 2024-12-1172 – Final Version

### 1. Franchise Term & Compensation

- **Term:** Final ordinance confirms a **10-year term** (reduced from 30 years in the original draft).
- **Franchise Fee:** The **\$10,000 annual fee** proposed in the draft was **removed** from the final version.
  - The City will continue to collect applicable taxes and license fees as set by existing ordinances.

### 2. Safety Requirements (New Additions)

- Final ordinance adds **enhanced safety and emergency response requirements**, including:
  - **Physical barriers** around infrastructure (e.g., meters, odorant stations) to prevent vehicle damage.
  - **Mandatory notifications** to the fire department during gas-related service events or venting.
  - **Bi-annual safety training** sessions for emergency responders.

### 3. Compliance with Laws

- A new section requires NW Natural to:
  - Follow all **local, state, and federal laws and regulations** applicable to gas pipeline operations.
  - Acknowledge that **franchise terms take precedence** over conflicting local codes or procedures.

### 4. Clarifications and Streamlining

- The final version refines wording for clarity and consistency throughout.
- Minor structural changes were made (e.g., section renumbering) to improve flow and formatting.
- No substantive changes to core franchise rights, public works coordination, or termination provisions.

### 5. Removed or Replaced Language

- Language referencing an **explicit franchise fee amount** and **maps supplied for bill payment locations** was removed.



- Provisions regarding **customer privacy** and City access to records remained unchanged.
- 

## Conclusion

The 2025 final version of the ordinance maintains the original intent and structure of the March 2024 draft, while incorporating additional **safety provisions, regulatory compliance requirements, and streamlined terms**. The franchise continues to protect the City's interests while ensuring safe and continuous gas utility service.

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**Paul Koch**

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**From:** Doug Rainbolt [REDACTED] on behalf of Doug Rainbolt  
**Sent:** Thursday, May 8, 2025 12:04 PM  
**To:** City Administrator; Erika Castro-Guzman; David Lindley  
**Subject:** Public Record Input: Natural Gas

Hi All,

I want to ensure that this is added to the public record.

I listened in on the discussion regarding the term for the NWNG contract renewal.

Several residents, including me, have newer homes that use natural gas. Some have gas tankless water heaters that generate efficient hydronic floor heating. These systems can be highly efficient and economical. In my particular case, the house is less than ten years old, so the systems that generate the heat have plenty of useful life. The system is relatively compact, granted that the subflooring includes plenty of hose lines embedded in concrete. Changing out systems like mine for electricity would be very prohibitive.

Hydronic heating is very efficient, transferring up to 95% of the heat generated by the tankless heater to one's home. Gas hydronic heating is generally more energy-efficient than electric heating systems because it uses water's superior heat transfer properties, allowing for more efficient heating and distribution of heat. While electric heaters convert almost all electricity to heat, they still have higher running costs due to the electricity source's efficiency being lower than direct gas combustion. There are electric tankless heaters on the market, but they're far from being as reliable and efficient as gas and are suited, at least today, for heating small spaces. Electric versions will probably improve significantly over the long run.

It would be problematic for many to convert to electricity anytime soon. My house is relatively new, and gas hydronic heating is very efficient and affordable. I would ask the council not to immediately impose a time limit on when residents will be expected to be totally off natural gas. Let's monitor the innovations, secure resident input, and model costs. And keep in mind that not all natural gas consuming homes are the same. We need to be sensitive to the capital and net environmental costs. If ten years ago, one built a new house using gas, adhering to all building codes and standards, and secured, let's say, a 30-year mortgage, and 20 years into it, is forced to convert, when the equipment still has vast useful life, not only is there the extremely high cost of the retrofit, making the total capital cost paid in very high, but there is also the environmental costs associated with sending to a landfill/recycling the old equipment. Again, we should watch the innovations, monitor the useful life of assets in play, and build blueprints to gracefully and economically "upgrade" to new infrastructure.

Best Regards,

Doug

**CITY OF WHITE SALMON  
ORDINANCE NO. 2024-12-1172**

**AN ORDINANCE GRANTING NON-EXCLUSIVE GAS UTILITY FRANCHISE TO  
NORTHWEST NATURAL GAS COMPANY, AND FIXING TERMS, CONDITIONS,  
AND COMPENSATION OF SUCH FRANCHISE.**

**WHEREAS**, NW Natural Gas Corporation (hereinafter “Grantee”) has applied in writing to renew and update its nonexclusive Franchise to operate and maintain a natural gas pipeline system within and through the City of White Salmon (hereinafter the “City”); and

**WHEREAS**, state statutes and City ordinance authorize the City to grant nonexclusive Franchises;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON,  
WASHINGTON, DO ORDAIN THAT:**

**Section 1: Definitions and Explanations.**

- (1) As used in this Ordinance.
  - (a) “Bridge” includes a structure erected within the City to facilitate the crossing of a river, stream, ditch, ravine or other place, but does not include a culvert.
  - (b) “City” means the City of White Salmon, and the area within its boundaries, including its boundaries as extended in the future.
  - (c) “Council” means the legislative body of the City.
  - (d) “Grantee” means the corporation referred to in Section 2 of this Ordinance.
  - (e) “Gas Mains” includes all gas transmission and distribution facilities located on or under any Street, Bridge or Public Place within the City.
  - (f) “Person” includes an individual, corporation, association, firm, partnership and joint stock company.
  - (g) “Public Place” includes any city-owned park, place, or grounds within the City that is open to the public but does not include a Street or Bridge.
  - (h) “Street” includes a Street, alley, avenue, road, boulevard, thoroughfare, or public highway within the City, but does not include a Bridge.
- (2) As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

- (3) Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

#### Section 2: Rights Granted.

Subject to the conditions and reservations contained in this Ordinance, the City hereby grants to Northwest Natural Gas Company, a corporation, the right, privilege and franchise to:

- (1) Construct, maintain and operate a gas utility system within the City.
- (2) Install, maintain and operate on and under the Streets and Bridges and Public Places of the City, facilities for the transmission and distribution of gas to the City and its inhabitants and to other customers and territory beyond the limits of the City; and
- (3) Transmit, distribute and sell gas.

#### Section 3: Use of Bridges and Public Places by Grantee.

- (1) Before the Grantee may use or occupy any Bridge or Public Place, the Grantee shall first obtain permission from the City to do so and shall comply with any special conditions the City desires to impose on such use or occupation.
- (2) The compensation paid by the Grantee for this Franchise includes compensation for the use of Bridges and Public Places located within the City as authorized.

#### Section 4: Duration/Compensation

This Franchise is granted for a period of ten (10) years from and after the effective date of this Ordinance.

The Grantee shall be required to pay all license fees and taxes which it may be required to pay by any other ordinance now in effect or hereinafter enacted, including a business or occupation tax or public utility tax on persons engaged in the business carried on by Grantee.

Section 5: Franchise Not Exclusive.

This Franchise is not exclusive, and shall not be construed as a limitation on the City in:

- (1) Granting rights, privileges and authority to other persons similar to or different from those granted by this Ordinance.
- (2) Constructing, installing, maintaining or operating any City-owned public utility.

Section 6: Public Works and Improvements Not Affected by Franchise.

The City reserves the right to:

- (1) Construct, install, maintain and operate any public improvement, work or facility.
- (2) Do any work that the City may find desirable on, over, or under any Street, Bridge or Public Place.
- (3) Vacate, alter or close any Street, Bridge or Public Place.
- (4) Whenever the City shall excavate or perform any work in any of the present and future Streets, alleys, and Public Places of the City, or shall contract, or issue permits, for such excavation or work where such excavation or work may disturb Grantee's Gas Mains, pipes and appurtenances, the City shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect such Gas Mains, pipes and appurtenances from damages and possible inconvenience or injury to the public. In any such case, the Grantee, upon request, shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.
- (5) Whenever the City shall vacate any Street or Public Place for the convenience or benefit of any Person or governmental agency and instrumentality other than the City, Grantee's rights shall be preserved as to any of its facilities then existing in such Street or Public Place.

### Section 7: Continuous Service.

The Grantee shall maintain and operate an adequate system for the distribution of gas in the City. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the applicable standards adopted by the state or federal authorities and to standards of the City which are not in conflict with those adopted by the state or federal authorities. Under no circumstances shall the Grantee be liable for interruption or failure of service caused by act of God, unavoidable accident or other circumstances beyond the control of the Grantee through no fault of its own.

### Section 8: Safety Standards and Work Specifications.

- (1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.
- (2) For the purpose of carrying out the provisions of this Section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.
- (3) Facilities such as meters, valves and odorant stations shall be constructed in a manner that anticipates possible intrusion and/or damage from transportation accidents. Substantial barriers and protections to those facilities shall be constructed to prevent unintentional or intentional damage by moving vehicles.
- (4) Prior notifications to the fire department shall be made during the following events: 1. Service and/or filling of methyl mercaptan equipment and storage devices. 2. Venting for maintenance and/or system upset conditions. To include notification of possible gas escape monitoring alarms.
- (5) Bi-annual safety presentation to emergency responders that includes the following: 1. Overview of NW Natural infrastructure within city limits 2. General overview and training for combustible gas indicators and/or electronic measuring devices. 3. Overview of hazardous conditions involving possible gas leaks inside a structure, vault, pit or other enclosed area.

### Section 9: Control of Construction.

The Grantee shall file with the City, or otherwise provide access to, maps showing the location of any construction, extension or relocation of its Gas Mains in the Streets of the City and shall obtain from the City approval of the location and plans prior to commencement of the work. The City may require the Grantee to obtain a permit before commencing the construction, extension, or relocation of any of its Gas Mains.

Section 10: Street Excavations and Restorations.

- (1) Subject to the provisions of this Ordinance, the Grantee may make necessary excavations for the purpose of constructing, installing, maintaining, and operating its facilities. Except in emergencies, and in the performance of routine service connections and ordinary maintenance, prior to making an excavation in the traveled portion of any Street, Bridge, or Public Place, and, when required by the City, in any untraveled portion of any Street, Bridge, or Public Place, the Grantee shall obtain from the City approval of the proposed excavation and of its location. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or maintenance work and as soon as is practicable after the commencement of work performed under emergency conditions.

- (2) When any excavation is made by the Grantee, the Grantee shall promptly restore the affected portion of the Street, Bridge, or Public Place to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If the Grantee fails to restore promptly the affected portion of a Street, Bridge, or Public Place to the same condition in which it was prior to the excavation, the City may make the restoration, and the reasonable cost thereof shall be paid by the Grantee.

#### Section 11: Location and Relocation of Facilities.

- (1) All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the City and the public of the Streets, Bridges, and Public Places and in accordance with any specifications adopted by the City governing the location of facilities.
- (2) The City may require, in the public interest, the removal or relocation of the facilities maintained by the Grantee in the Streets of the City, and the Grantee shall remove and relocate such facilities within a reasonable time after receiving reasonable notice to do so from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee at no charge to the City. Whenever any person, or entity, other than the City, requires the relocation of the Grantee's facilities to accommodate the work of such person or entity, Grantee shall be entitled to reimbursement for the reasonable cost thereof from such person, entity.

#### Section 12: Books of Account and Reports.

The Grantee shall keep accurate books of account at an office within the state of Oregon for the purpose of determining the amounts due to the City under Section 12 of this Ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time, provided that only payments that occurred or should have occurred during a period of thirty-six (36) months prior to the date the City notifies the Grantee of its intent to perform an audit or financial review will be included. The Council may require periodic reports from the Grantee relating to its operations and revenues within the City. The Grantee will not provide the City with records containing customer information that identifies or can be attributed to a specific customer, without a written legal opinion by the City to the Grantee's reasonable satisfaction that such records will not be subject to public disclosure under state law, and that the City will inform Grantee and oppose their disclosure should a request for public disclosure be made.



Section 13: Supplying Maps Upon Request.

The Grantee shall maintain on file, at an office within the state of Washington or Oregon, or provide electronic access when available to, maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Grantee shall furnish to the City, without charge and on a current basis, maps or electronic access to maps showing the location of the Gas Mains of the Grantee in the City and, in addition, access to GIS and related files for city planning purposes.

Section 14: Indemnification and Insurance.

- (1) The Grantee, by its acceptance of this right and privilege, covenants and agrees with the City to at all times protect and save harmless the City from all claims, actions, suits, liability, loss, expense, or damage of every kind and description, which may accrue to or be suffered by a Person or Persons, firm, corporation or other body sustaining any damage arising out of the ownership, maintenance, excavation, installation, construction, repair, or operation of said gas system, or any other act done by Grantee, its agents and employees, under this right and privilege and/or by reason of any infringement of any patent of any article or system used in the construction and use of said gas distribution system. Grantee agrees that during the life of the Franchise and any renewals hereof, it will maintain in full force and effect the following insurance:
  - a. Compensation insurance complying with all state industrial accident compensation insurance and safety laws of the State of Washington, and any amendments thereto;
  - b. Bodily injury liability insurance with minimum limits of \$1,000,000.00 for each person and \$3,000,000 for each occurrence; and
  - c. Property damage liability insurance with limits of \$1,000,000.00.
- (2) Grantee may self-insure the first \$500,000 of such liability, and upon request, shall be required to furnish to the City appropriate certificates evidencing such insurance.

Section 15: Assignment of Franchise.

The Franchise shall be binding upon and inure to the benefit of the successors, legal representative, and assigns of the Grantee.

Section 16: Termination of Franchise for Cause.

Upon the willful failure of the Grantee, after sixty (60) days' notice and demand in writing, to perform promptly and completely, each and every term, condition, or obligation imposed upon it under or pursuant to this Ordinance, the City may terminate the Franchise, subject to Grantee's right to a court review of the reasonableness of such action. Notice to Grantee required by this Section shall be sent by U.S. mail via registered or certified postage prepaid or by express mail or overnight courier as follows: Northwest Natural Gas Company, Legal Department – Franchises, 250 SW Taylor St., Portland, OR 97204.

Section 17: Remedies Not Exclusive, When Requirement Waived.

All remedies and penalties under this Ordinance, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this Ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition, or obligation imposed upon the Grantee by or pursuant to this Ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this Ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition, or obligation, or a waiver of the term, condition, or obligation itself.

Section 18: Compliance with laws and regulations

In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules, and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/ or the pipeline( s) and Facilities. In the case of any conflict between the terms of this Franchise and the terms of the City's ordinances, codes, regulations, standards, and procedures, this Franchise shall govern.

Section 19: Expiration.

At the end of the Franchise term, if the City and Grantee are negotiating another franchise and have not concluded their negotiations, Grantee's rights and responsibilities shall be controlled by this Ordinance until the City grants a new franchise and the Grantee accepts it.

Section 20: Acceptance.

The Grantee shall, within thirty (30) days from the date this Ordinance takes effect, file with the City its written unconditional acceptance of the Franchise, and if the Grantee fails to do so, this

*B.*

Ordinance shall be void.

Passed by the City Council of the City of White Salmon, and effective five days after the first date of publication.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Troy Rosenberg, Deputy Clerk

\_\_\_\_\_  
Shawn MacPherson, City Attorney

## ACCEPTANCE

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

This is to advise the City of White Salmon, Washington (the “City”) that Northwest Natural Gas Company (the “Grantee”) hereby accepts the terms and provisions of Ordinance No. 2024-12-1172 passed by the White Salmon City Council on May 7, 2025 (the “Franchise”) granting a Franchise for **ten (10)** years to Grantee. The Grantee agrees to abide by each and every term of the Franchise and it shall become effective upon acceptance of said agreement by Northwest Natural Gas Company (the “Grantee”).

(Name)

BY \_\_\_\_\_

TITLE Senior Vice President, Regulation & General Counsel

DATE \_\_\_\_\_

This Acceptance was received by the City of White Salmon on \_\_\_\_\_, 2025.

\_\_\_\_\_

City Clerk



**File Attachments for Item:**

C. Budget Amendments

1. Presentation
2. Discussion
3. Action



## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No

Meeting Date:

May 21, 2025

Agenda Item:

Presented By:

Jennifer Neil, Director of Finance & Operations

### Action Required:

Information Only – Proposal has the support of the Personnel & Finance Committee

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

No motion necessary – information purpose only

### Background of Issue:

Over the past year, the City has undergone a significant leadership transition, creating an opportunity to evaluate and strengthen the way we manage operations, staffing, and financial oversight. While not all challenges of the past are widely known, it is clear that systems and practices needed attention to ensure the City is operating efficiently, responsibly, and in alignment with best practices.

Since stepping into this role, staff have worked diligently to review departmental structures, financial performance, and internal processes. This report reflects the results of that effort. It outlines proposed budget amendments for 2025, organizational changes designed to improve accountability and reduce costs, and a focused operational analysis that identifies immediate and long-term efficiencies. In addition, the 2024 Year-End and 2025 Q1 Financial Reports are included to provide a comprehensive view of the City's fiscal position and performance. These steps represent a renewed commitment to transparency, fiscal responsibility, and service delivery—ensuring that the City is well-positioned to move forward with clarity and confidence.

### Explanation of Issue:

The purpose of this memorandum is to provide City Council with a comprehensive update on operational improvements, organizational restructuring, and financial performance as we advance through the 2025 fiscal year. This report reflects the significant efforts undertaken by City staff to identify cost-saving opportunities, increase internal efficiencies, and align our organizational structure with the City's long-term strategic goals.

Included in this update are highlights of key operational changes, a proposed reorganization of the City's reporting structure, an overview of recommended budget amendments, and year-end and first-quarter financial data. Together, these elements present a clear picture of where we stand today—and how we are positioning the City for sustainable success in the months and years ahead.

### Council Options:



City Council has the following options available currently:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as may be desired by the City Council.
4. Refer this issue back to staff for further work.
5. Take no action on this matter.

**Fiscal Analysis:**

While the adopted budget includes most of the necessary funding, the proposed amendment reallocates existing budget allotments to better support current operational needs.

**Recommendation of Staff/Committee:**

Staff recommends support of the proposed operational, organizational, and budget adjustments as outlined in this report. These changes are necessary to align resources with current service demands, improve internal efficiency, and ensure the City continues to operate in a fiscally responsible and strategically focused manner.

**Follow Up Action:**

Public Hearing – Budget Amendments



**To:** City Council  
**From:** Jennifer Neil, Director of Finance & Operations  
**Date:** 21<sup>st</sup> May 2025  
**Subject:** 2025 Operational and Financial Update

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## 1. Operational Analysis

### Cost-Saving Opportunities

Staff have taken proactive steps to evaluate internal processes, identify inefficiencies, and implement meaningful changes that reduce costs, recoup funds, and improve service delivery. These efforts reflect a strong commitment to stewardship of public resources and continuous improvement across departments.

- **Exempt Staff Timekeeping:** Historical practices lead to reporting above-budgeted hours, creating unnecessary labor costs and potential liabilities.
- **Police Vehicle Maintenance:** Shifting routine maintenance from Public Works to an external provider reduces costs by approximately 50% and restores field capacity for Public Works.
- **Verizon Account Audit:** Identified unused lines, resulting in a streamlined and reduced-cost communications plan.
- **L&I Classification Updates:** Revised reporting for Clerk-Treasurer and Police Officers to ensure proper coverage and cost allocation. Seeking reimbursement for amended reports going back to 2022.
- **Information Technology Audit:** A recent audit revealed that RFA (Rural Fire Authority) computers were being allocated to the City and that certain network structures are duplicating efforts and increasing fees. Redesigning the network architecture and correcting the inventory issues will lead to significant long-term savings and better service efficiency across departments.
- **Contract Oversight Enhancements:** A review of historical contract management revealed instances of overpayments and inconsistent terms. Improving how contracts are tracked, approved, and monitored will reduce fiscal leakage and ensure alignment with actual service needs. Better oversight also enables staff to negotiate more favorable terms and avoid duplication of services or scope creep.



**FOR EXAMPLE:**

<b>Project</b>	<b>2024 Budget</b>	<b>2024 Expense</b>
558 60 41 10 Planning - Heritage Tree	26,407.00	40,116.38
558 60 41 11 Planning - Land Use Fee	10,621.00	13,832.50

## 2. City Organizational Chart

### Executive Summary

This report presents a comprehensive overview of the City's current efforts to more effectively reinforce the **Strong Mayor** organizational structure. The change eliminates the redundant City Administrator role and re-aligns departmental leadership directly under the elected Mayor, improving fiscal responsibility, operational accountability, and resident responsiveness.

### Current Challenges

- **Lack of Direct Accountability:** The previous structure created ambiguity, where a non-elected administrator wielded executive authority without direct public accountability.
- **Fragmented Communication:** Department heads often worked in silos, slowing response time and reducing cohesion.
- **Budget Inefficiencies:** Duplication of oversight roles increased administrative costs without improving outcomes.

### The New Structure: Efficient and Accountable

#### Key Features:

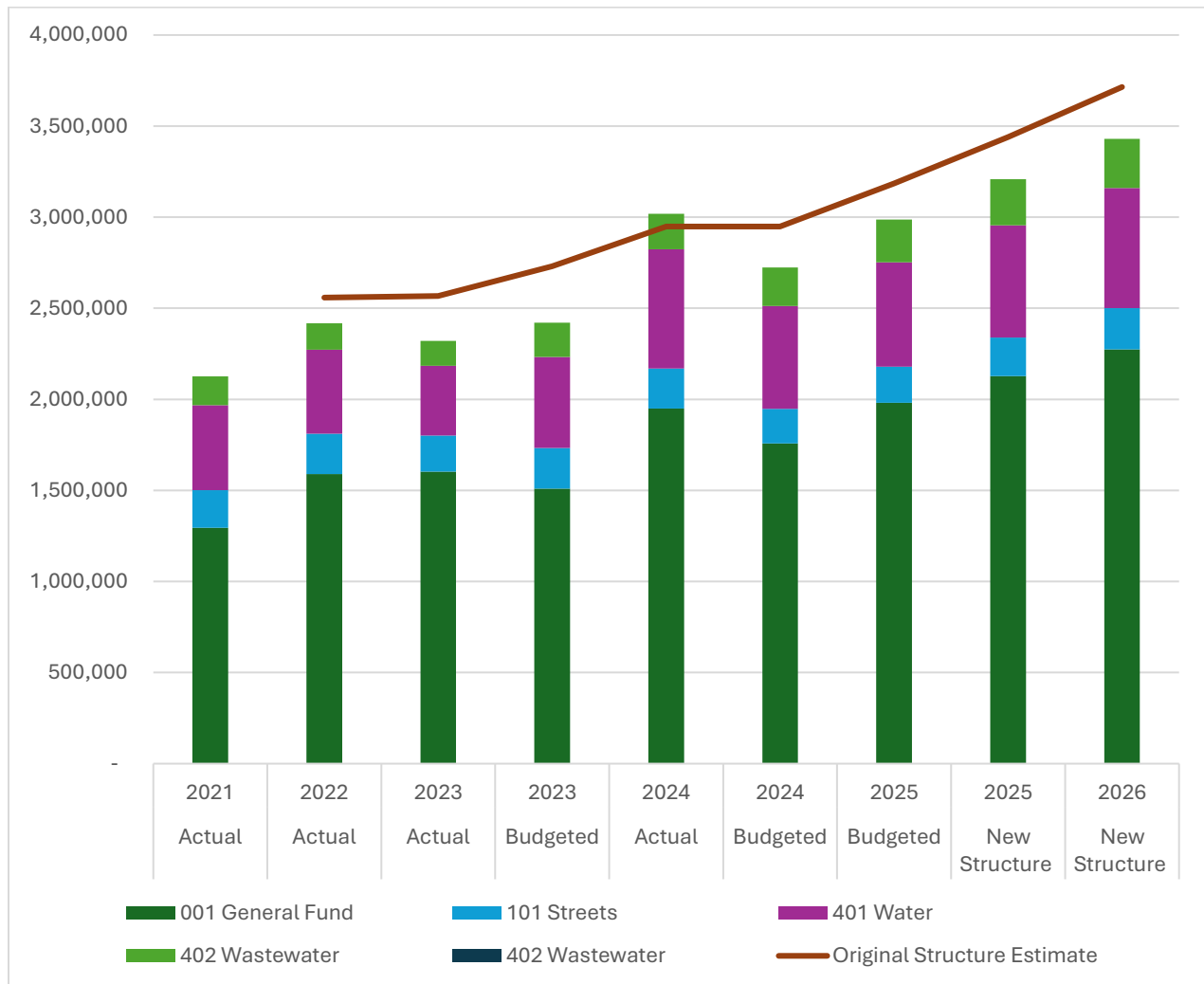
- **Mayor as Chief Executive:** Aligns authority with electoral accountability.
- **Improved Transparency:** A single executive point of contact clarifies decision-making and increases public visibility into how and why decisions are made, building greater trust in city leadership.



- **Department Heads Report Directly to Mayor:** Streamlines decision-making, accelerates service delivery, and fosters a culture of leadership by mentoring and empowering department heads to take full ownership of their departments and budgets.
- **Clear Budget Control and Oversight:** Strengthens fiscal management, especially with public-facing departments like Police, Public Works, and Finance.

### Fiscal Impact Analysis

The City's multi-year personnel forecast shows the **new structure produces measurable savings**, especially by 2025:





**Projected 2025 Savings:** \$295,000.

**Projected 4-Year Savings:** Over \$938,000.

This efficiency does not compromise staffing or service — it streamlines reporting lines and clarifies roles.

### **Strategic Benefits**

1. **Enhanced Responsiveness:** The Mayor can swiftly implement policy decisions without bureaucratic lag.
2. **Transparency:** The public knows who is accountable.
3. **Employee Clarity:** Department heads receive unified direction, improving morale and reducing interdepartmental friction.
4. **Streamlined Hiring and Evaluation:** The Mayor can more effectively build and manage a team aligned with the City's vision.

### **Precedents in Washington State**

White Salmon has its own deep roots in the strong mayor tradition. Incorporated on June 3, 1907, as a city of the fourth class, White Salmon elected C. M. Wolfard as its first mayor, establishing a mayor-council form of government from the outset. This historical foundation affirms that our current transition is not a radical reinvention, but rather a return to our origins — reaffirming our commitment to direct executive leadership and voter accountability.

A significant majority of Washington's municipalities operate under a mayor-council system. According to the Municipal Research and Services Center (MRSC), out of 281 cities and towns in the state, 227 (approximately 81%) utilize this form of government.

### **Notable examples include:**

- **Leavenworth:** A peer city in size and complexity, Leavenworth restructured its leadership roles in 2021, affirming the Mayor's role in directly managing staff to ensure better alignment with strategic city initiatives. The move allowed the City Administrator to focus on long-range planning and projects, demonstrating how flexible strong mayor governance can optimize talent and improve outcomes.



- **Seattle:** A first-class charter city where the mayor is the chief executive, overseeing daily operations and policy implementation.
- **Spokane:** Transitioned to a strong mayor system in 2001, emphasizing executive authority.
- **Bellingham:** A non-partisan strong mayor model, with the mayor managing all city operations.
- **Mount Vernon:** The elected mayor directly oversees departments such as finance, public works, and public safety.
- **Snohomish:** Returned to a mayor-council form via a voter-approved change in 2017.
- **Edgewood:** Adopted the strong mayor structure in 2014 to improve direct accountability.

These examples demonstrate a growing trend toward strong mayor systems, highlighting the value of direct leadership and voter accountability.

### Anticipating Criticism

**Concern: "This structure gives the Mayor too much power."**

**Response:** This structure aligns responsibility with visibility. Residents demand action from their elected mayor, and this ensures their voice reaches the top.

**Concern: "The previous system worked fine."**

**Response:** Data tells a different story. Inefficiencies, unclear authority, and elevated costs show that this is not about personalities — it's about principles.

**Concern: "Why now?"**

**Response:** The City is growing, and complexity demands leadership with clear authority. We are choosing proactive governance rather than reactive crisis management.

### Recommendation

Adopt the Strong Mayor structure as the City's official organizational model effective immediately, enabling:

- Improved service delivery
- Stronger fiscal control



- Direct executive accountability
- Improved transparency

We urge the Personnel & Finance Committee to support this realignment in the spirit of modernization, efficiency, and responsible governance.

### 3. Budget Amendments Overview

Revenue and expenditure adjustments were developed based on updated forecasts, grant confirmations, and operational adjustments. Highlights include:

#### Revenue Adjustments:

- Revised revenue forecasts are based on post-COVID trends and updated estimates from MRSC and state sources.
- Notable increases include:
  - General Fund sales tax: +\$39,533
  - Building permits: +\$9,000 (aligned with historical averages)
  - Utility taxes (water, refuse): modest increases reflecting stable trends
  - STP funds (\$6,000) and middle housing grant (\$5,200) added to revenue

#### Expenditure Adjustments:

- **Finance/General Department:** Increased allocations to reflect finalized contracts, training, contractual services (CPA), and essential equipment needs including Windows 11-compatible replacements.
- **Code Compliance:** Increased support expansion to 0.75 FTE, associated training, technology, and interim administrator support.
- **Planning & HR:** Decreases in salary and benefit allocations reflecting internal role adjustments.
- **Capital Improvements:** Allocations to MCI projects per adopted Capital Improvement Plan (CIP).
- **Police Department:** Adjustments to support new vehicle installations and Spillman system upgrade (\$57,000).



- **Water & Wastewater:** Rebalancing to reflect actual spending patterns and infrastructure investments, including leak detection, valve maintenance, and test stations.
- **Enterprise Fund Adjustments:** Aligning Water and Wastewater funds to support infrastructure maintenance and account for previously unbalanced budgets.

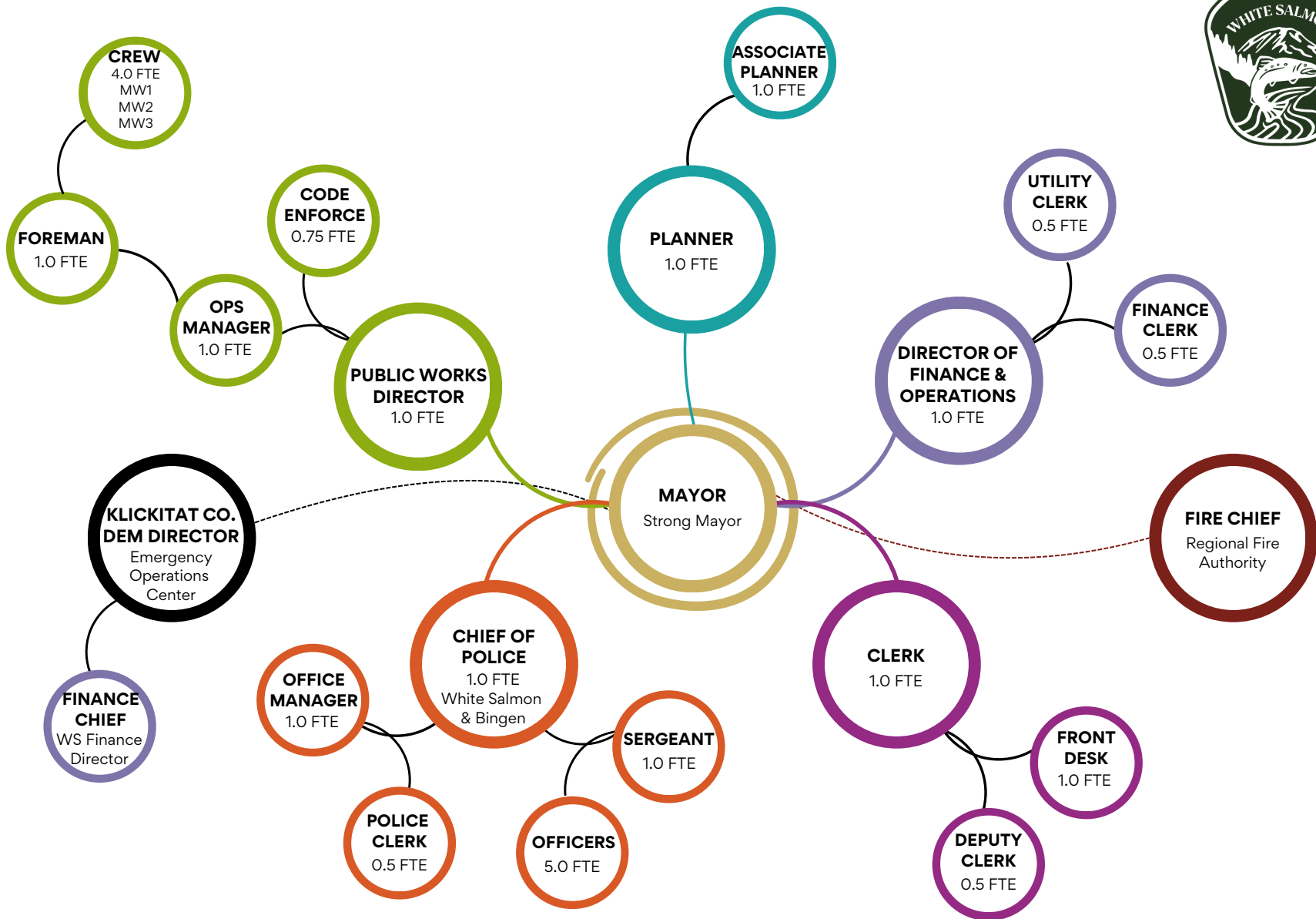
#### 4. Financial Reports

As part of our continued commitment to transparency and informed financial management, we are providing both the 2024 Year-End Review and the 2025 First Quarter Financial Report for Council's review. These reports are intended to give a clear picture of the City's fiscal position, highlight key trends, and ensure alignment between actual performance and adopted budget priorities.

- **2024 Year-End Review:** outlines how City revenues and expenditures closed out relative to budget projections, with a focus on areas of over- or under-performance that informed our 2025 budget amendments. Notably, several departments concluded the year under budget, and targeted revenue sources exceeded conservative projections.
- **2025 Q1 Report:** provides early indicators of budget execution and operational performance for the current year. This report is especially valuable in highlighting the necessity of the proposed budget amendments, value of recent staffing adjustments, operational efficiencies, and capital investments.

Together, these reports support data-driven decision-making and allow for timely course corrections as needed to maintain the City's financial health.





## 2025 Budget Amendments

Fund	BARS	Description	Original Amount	Requested Change	New Amount	Project   Notes
001 General Fund	313 11 00 00	CE- Sales & Use Tax	685,467	39,533	725,000	Median forecast of 5 scenarios
001 General Fund	316 44 00 00	CE- Water Utility Tax	279,592	5,408	285,000	Post COVID annual average allows for increase
001 General Fund	316 48 00 00	CE- Refuse Collection Utility Tax	21,689	2,311	24,000	Post COVID annual average allows for increase
001 General Fund	321 91 00 00	CE- Cable Franchise Fees	14,000	750	14,750	Post COVID annual average is \$16,927
001 General Fund	321 99 00 00	CE- Business Licenses & Permits	30,000	1,200	31,200	Post COVID annual average is \$31,500
001 General Fund	322 10 00 00	CE- Building Permit	36,000	9,000	45,000	Post COVID annual average is \$56,785, current trend shows a slight decline in permits over prior year. Increase still keeps new amount under 2024 actual received
001 General Fund	336 06 95 00	CE- Liquor Board Profits	16,728	2,065	18,793	MRSC forecast
001 General Fund	337 00 05 19	CE- RMSA Small City Scholarships	0	1,000	1,000	Anticipated scholarships to offset training
001 General Fund	336 06 42 00	CE- Marijuana Excise Tax	3,167	983	4,150	MRSC forecast
001 General Fund	334 04 20 03	CE- Middle Housing Grant	0	5,200	5,200	Remaining in grant is \$5199.70
001 General Fund	345 83 00 00	CE- Plan Review Fees	20,000	7,500	27,500	Post COVID annual average allows for increase
001 General Fund	345 81 00 00	CE- Zoning & Subdivision Fees	10,000	7,500	17,500	Post COVID annual average allows for increase
001 General Fund	335 00 91 00	CE- PUD Privilege Tax	28,304	664	28,964	Post COVID annual average allows for increase
101 Streets	334 03 60 00	Streets STP Program	0	6,000	6,000	Verified with County PW - anticipated funding
101 Streets	316 45 01 01	Streets Utility Tax	2,862	18,000	20,862	Post COVID annual average allows for increase
121 Police Vehicle	308 51 01 21	Fund Balance		19,209	19,209	Vehicle Installation
<b>FUND TOTAL</b>		<b>REVENUE</b>				
001 General Fund			1,144,947	83,114	1,228,057	
101 Streets			2,862	24,000	26,862	
121 Police Vehicle			0	19,209	19,209	

## 2025 Budget Amendments

Fund	BARS	Description	Original Amount	Requested Change	New Amount	Project   Notes
001 General Fund	514 20 10 00	Finance Salaries	109,291	25,421	134,712	Adjustment for solidified contract
001 General Fund	514 20 35 01	Finance Equipment	26,000	2,000	28,000	Office furniture and equipment
001 General Fund	514 20 41 01	Finance Contractual Services	40,000	30,000	70,000	TDJ, CPA and HR Answers
001 General Fund	514 20 43 00	Finance Travel & Training	5,000	5,000	10,000	2 new roles; training for clerk and finance
001 General Fund	514 20 49 01	Finance Dues & Subscriptions	4,000	160	4,160	GFOA Membership
001 General Fund	594 14 64 01	Finance Assets >\$250	0	14,000	14,000	At least 8 computer replacement due to required Windows 11 upgrade
001 General Fund		All Departments Contractual Services		30,000	30,000	Interim City Administrator
001 General Fund	518 10 10 00	HR Salaries	27,594	(6,931)	20,663	
001 General Fund	524 60 10 00	Building Salaries	40,223	(23,376)	16,847	
001 General Fund	524 60 11 01	Code Compliance Salaries	24,686	14,818	39,504	Increase to 0.75FTE
001 General Fund	524 60 41 01	Code Compliance Contractual Services	5,000	54,000	59,000	Abatement, Survey support, Interim Administrator
001 General Fund	524 60 43 00	Code Compliance Travel & Training	500	1,350	1,850	ICC credentialing program, WACE conference
001 General Fund		Code Compliance Dues & Subscriptions	0	300	300	Adobe, WACE, ACC
001 General Fund		Code Compliance Communications	0	540	540	Hotspot Services
001 General Fund	594 19 64 09	Code Compliance Computer Equip/Software	0	475	475	Mobile Hotspot
001 General Fund	558 60 10 00	Planning Salaries	145,375	(48,633)	96,742	
001 General Fund	558 60 20 00	Planning Benefits	77,455	(16,614)	60,841	
001 General Fund	521 10 41 00	Civil Service Professional Services	0	604	604	Required Public Safety Testing
101 Streets	542 30 10 00	Streets Salaries	149,929	4,000	153,929	Modified to accomodate contracting for Police vehicle maintenance
101 Streets	542 30 41 04	Streets Contractual Services	34,000	20,000	54,000	
108 Capital Improvement	508 31 01 08	Ending Fund Balance	446,588	(329,000)	117,588	
108 Capital Improvement	594 76 03 01	MCI Park Playground	0	314,000	314,000	See Adopted CIP
108 Capital Improvement	594 76 03 02	MCI Park Splashpad	0	5,000	5,000	See Adopted CIP
108 Capital Improvement	594 76 04 00	MCI Park Peebles	0	10,000	10,000	See Adopted CIP
121 Police Vehicle	594 21 6403	PVR- Vehicles & Equipment	70,118	19,209	89,327	New vehicle equipment installation
122 Police General Fund	508 21 01 22	Ending Fund Balance	85,400	(57,000)	28,400	
122 Police General Fund	594 21 64 21	Police General Capital	0	57,000	57,000	Spillman Upgrade
401 Water Fund	534 80 31 05	Water- Pipe,Valves, Fittings	25,000	5,000	30,000	Test Station
401 Water Fund	534 80 31 01	Water- Repair Supplies	1,000	2,500	3,500	
401 Water Fund	534 80 41 01	Water- Contractual Services	87,470	33,000	120,470	Water leak detection & Control valve maintenance
401 Water Fund	534 80 48 05	Water- Telemetry Repair/Maint	0	3,000	3,000	
401 Water Fund	594 34 64 00	Water- Meters & Vaults	0	5,000	5,000	
401 Water Fund	508 51 04 01	Water- Ending Fund Balance	0	251,500	251,500	
402 Wastewater Fund	535 80 10 00	Wastewater Salaries	128,978	15,324	144,302	Modified to accomodate contracting for Police vehicle maintenance
402 Wastewater Fund	508 51 04 02	WW- Ending Fund Balance	115,662	(15,324)	100,338	
<b>FUND TOTAL</b>		<b>EXPENSE</b>				
001 General Fund			505,124	83,114	588,238	
101 Streets			183,929	24,000	207,929	
108 Capital Improvement			446,588	0	446,588	
121 Police Vehicle			70,118	19,209	89,327	
122 Police General Fund			85,400	0	85,400	
401 Water Fund			113,470	300,000	413,470	Original budget adopted unbalanced, no ending fund balance budgeted
402 Wastewater Fund			244,640	0	244,640	



# 2024 Year in Review

A comprehensive evaluation of our financial  
resilience and strategic achievements.

# EXECUTIVE SUMMARY

It is my privilege to present this 2024 Year-in-Review Financial Report, providing a high-level overview of the City's financial position, key revenue and expenditure trends, and areas of focus as we move forward. As this is the first comprehensive financial report presented in my tenure as Director of Finance & Operations, my approach has been to evaluate where we stand while identifying opportunities to improve financial reporting, operational efficiencies, and internal controls.

Despite challenges such as a decline in revenue in 2022, the City was proactive with grant funding in 2024 and successfully maintained a balanced financial position, ending the year 15% under budget in General Fund expenditures while ensuring continued investment in essential services. With \$780,000 added to reserves and strong tax revenue performance, our ability to navigate economic shifts remains strong.

While the City remains in a sound financial position, proactive fiscal planning will be essential to ensure long-term sustainability. In the coming months, I will continue working closely with staff and the Mayor's office to refine budget strategies, improve reporting structures, and implement best practices for financial management.

I appreciate the opportunity to serve in this role and look forward to collaborating with you all to support the City's financial health and operational success.

Respectfully,



Director of Finance & Operations

## Main Topics



FINANCIAL  
OVERVIEW



KEY FINANCIAL  
TRENDS



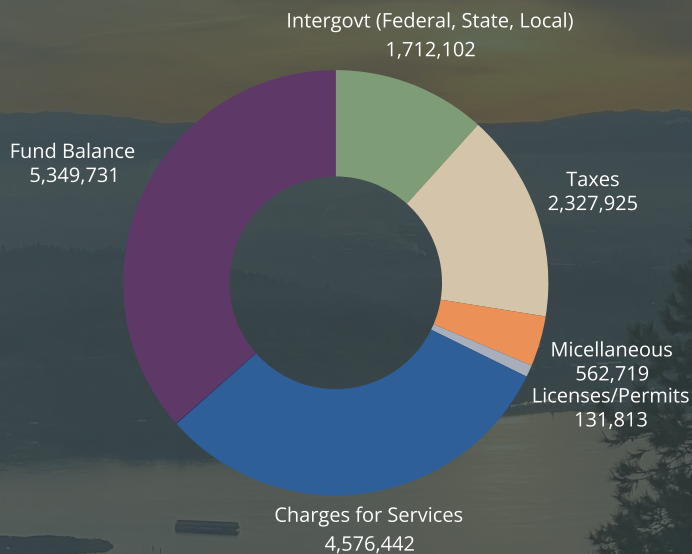
OPPORTUNITIES  
FOR  
IMPROVEMENT



# FINANCIAL OVERVIEW

As of December 31, 2024, the City's net position remains positive with a projected ending balance of \$766,000.

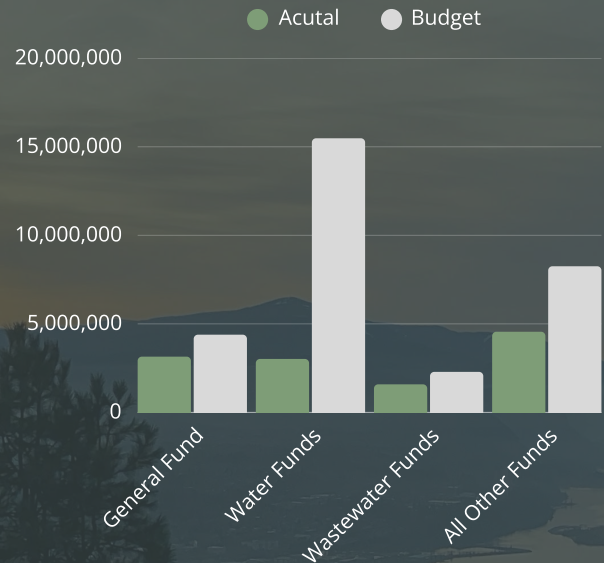
## TOTAL REVENUE



The City has maintained a stable financial position, with strong revenue streams in property and sales taxes, though 2024 saw a decline in total revenues compared to previous years. Notably:

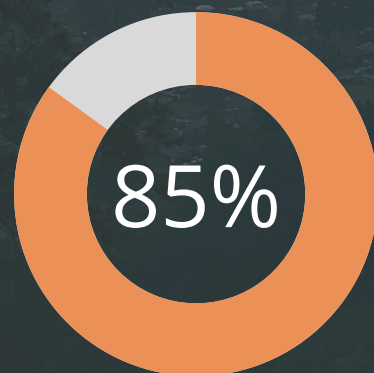
- **General Fund Revenues** totaled \$3.91 million, approximately \$474,000 below budget. This was largely due to lower-than-expected grant receipts and intergovernmental revenues.
- **Sales tax revenue** remained steady (\$677K), though growth has slowed since 2022, likely due to a county-implemented tax increase that shifted 15% of city sales tax revenue to the county.
- **Property tax revenue** remains strong (\$350K), growing modestly year over year.
- **Utility tax** collections met or exceeded expectations, providing a stable funding source.

## ALL FUNDS TOTAL EXPENSE



## GENERAL FUND EXPENSE

Total 2024 General Fund expenditures were \$3,148,548, ending the year 15% under budget.



## PERSONNEL EXPENSE

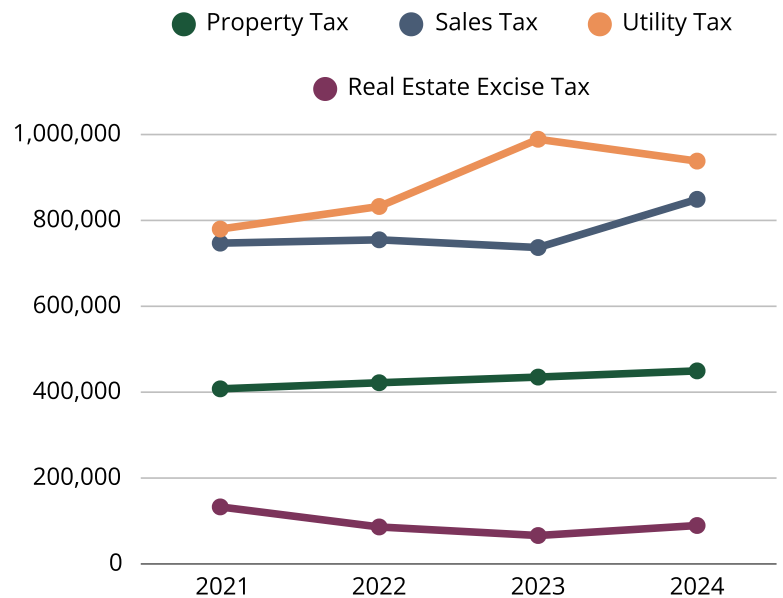
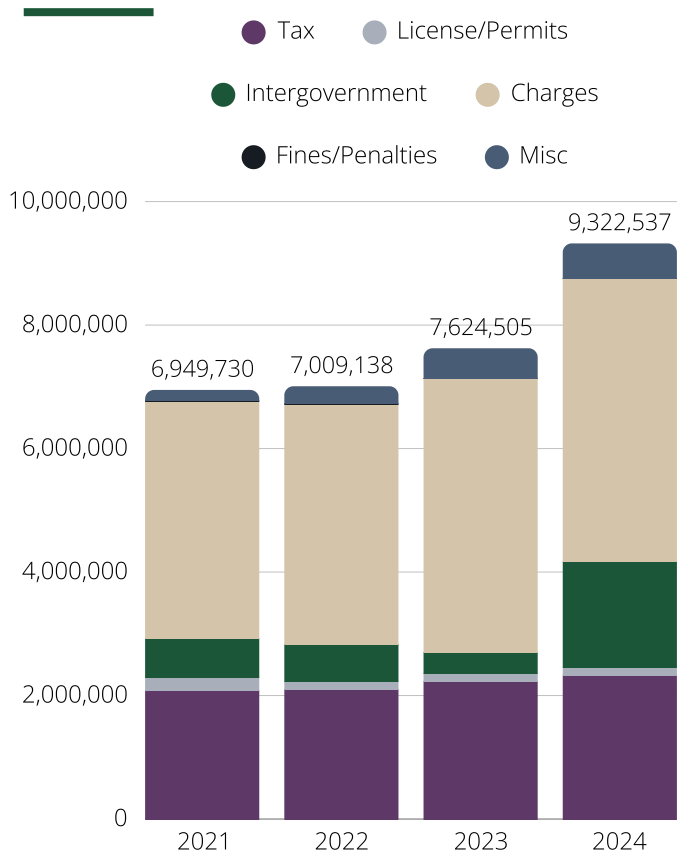
Personnel costs were well-managed, and operational expenses remained within budgeted allocations.



# REVENUE PERFORMANCE

## 2021 – 2024

### Key Revenue Highlights



### TRENDS

#### Property Tax

Increased steadily from \$244k (2021) to \$350k (2024), growth attributed to property assessed values increasing.

#### Sales Tax

Revenues decline in 2023, likely due to revenue share to the county, but recover in 2024.

#### Utility Tax

Steady increases across all utilities, remaining a stable revenue source but require close monitoring for consumption shifts.

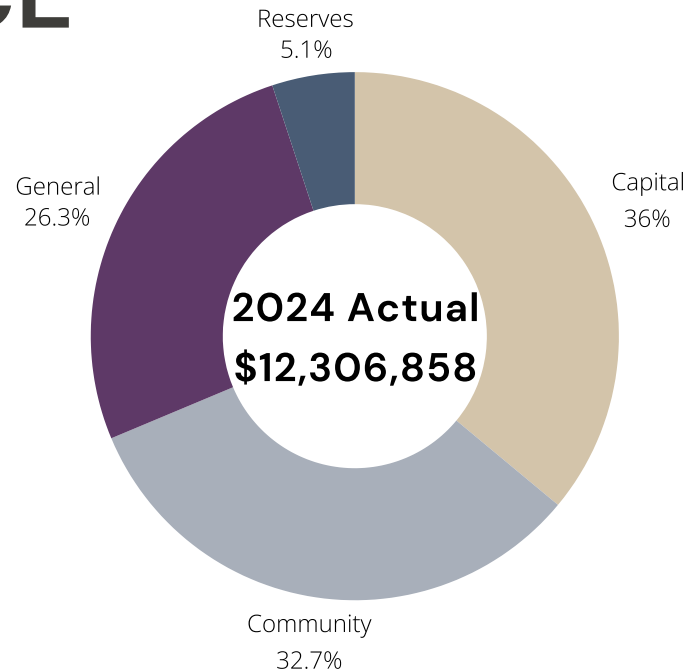
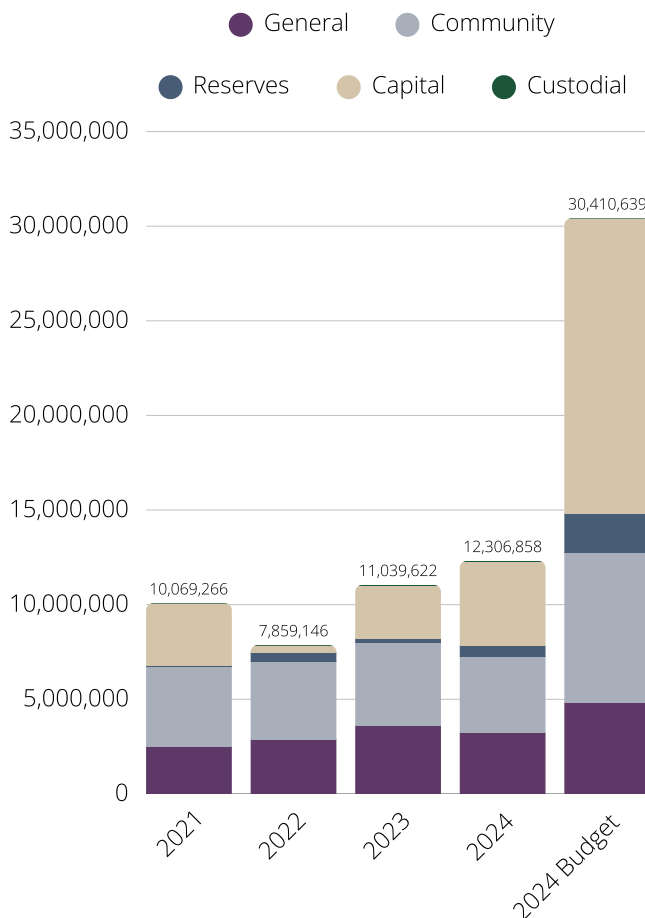
#### Intergovernment

Substantial increase in 2024 due to a USDA grant award.

# EXPENDITURE PERFORMANCE

## 2021 – 2024

### Key Expense Highlights



### TRENDS

- 2021 Actual: \$10.07M
- 2022 Actual: \$7.86M (↓ 22% YoY)
- 2023 Actual: \$11.04M (↑ 40% YoY)
- 2024 Actual: \$12.31M (↑ 11% YoY)
- 2024 Budgeted: \$30.41M (↑ 147% from 2024 Actual)

The City's actual expenditures in 2024 totaled \$12.31 million, coming in 59.5% under the adopted budget. While core operational expenses remained relatively stable, the year-over-year increases in expenditures—particularly from 2022 onward—are primarily due to capital improvement project activity ramping up. The substantial gap between the 2024 budgeted and actual amounts is largely attributable to the timing of capital project spending, including project phases being delayed or extended into future fiscal years.

These variances reflect the natural fluctuation of large-scale capital investments rather than increases in recurring operational costs. As such, the overall upward trend in expenses over the last three years is driven by increased allocation and initiation of infrastructure and facility-related capital projects.



# GENERAL FUND

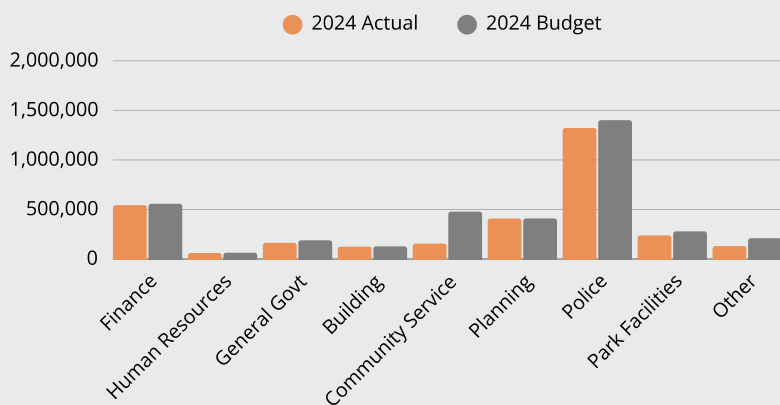
## 2024 EXPENSE

Dept	Actual	Budget	Budget Used
Finance	543,950	557,849	98%
Human Resources	60,903	63,652	96%
General Government	163,588	188,986	87%
Building	124,957	127,737	98%
Community Service	155,593	478,263	33%
Planning	408,498	409,549	100%
Police	1,322,038	1,401,390	94%
Park Facilities	238,153	279,144	85%

# 72%

The overall General Fund actuals ended the year 72% of budget used. The largest expense areas in 2024 were:

- Police: \$1.32M (42% of total general fund expenses)
- Planning: \$408K (13%)



# RESERVES AND INVESTMENTS



A total of 11 reserve funds have been established, with 5 designated for future capital vehicle purchases. While the 2024 contribution saw a 17% reduction compared to the 2023 actual growth, this adjustment was planned as part of the Capital Improvement Plan and vehicle purchase strategy.

NUMBER OF DAYS  
CASH ON HAND

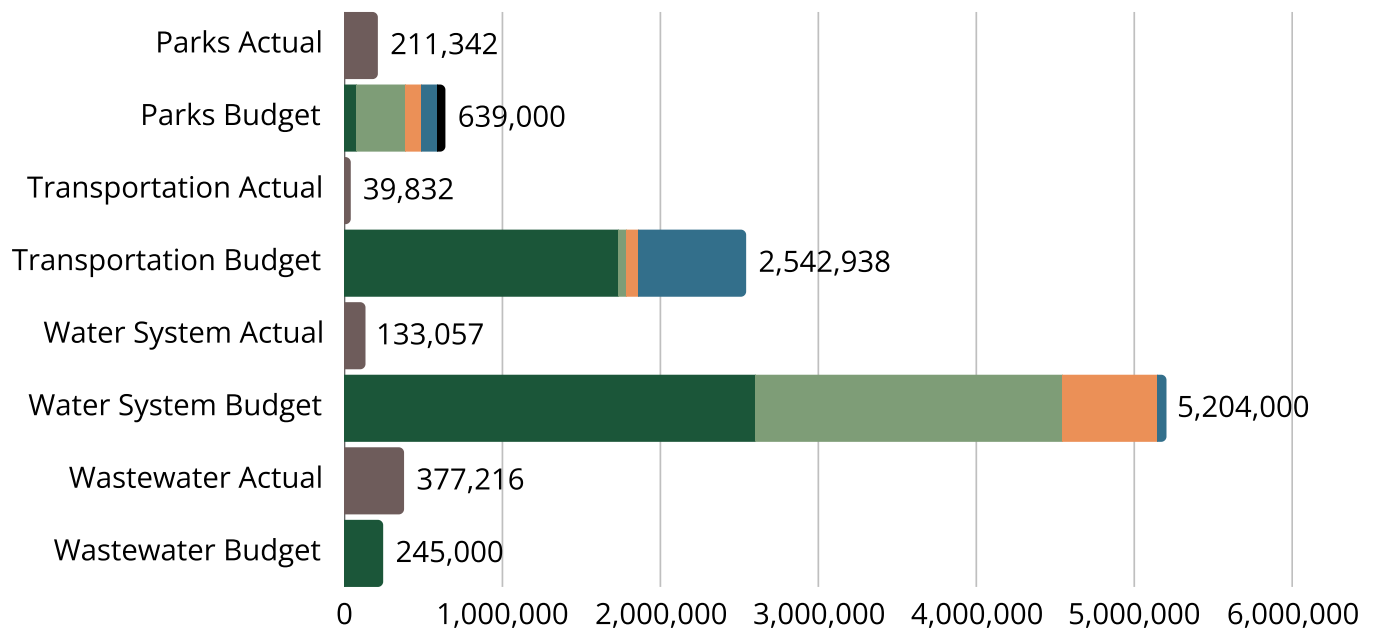
**205**

YEAR END  
INVESTMENT

**\$5.15m**

# Capital Improvement Plan (CIP)

## 2024 Actual vs Budgeted Projects



The projects in the 2024 Capital Improvement Plan were funded through the following restricted revenue sources; real estate excise tax, grant funding, restricted street property tax revenue, USDA loan, Public Works Board loan, water and wastewater reserve funding.



A CIP is essential for strategically prioritizing and funding long-term infrastructure projects, ensuring the efficient use of resources and the continued growth and development of the community.



# City Economics

## Housing

The rising median home price in White Salmon impacts property tax revenue. While higher home values can increase revenue, affordability concerns can lead to slower growth in new home construction, affecting long-term tax collections.

↑ 33%

AUGUST 2024 MEDIAN  
LISTING PRICE

## Employment

Between 2021 and 2022, employment growth in White Salmon increased by 28.8%. The unemployment rate in White Salmon is reported to be significantly lower than the national average. The most common occupations among residents include management, production and food.

↑ 29%

2021 - 2022  
GROWTH

## Population

While the OFM has not yet released the official April 1, 2024, population estimates for individual cities, the statewide population grew by 1.05% between 2023 and 2024. Applying this growth rate to White Salmon suggests an estimated 2024 population of approximately 2,511.

↑ 1%

ESTIMATED GROWTH



↑ 3.5%

2024 INFLATION RATE  
SEATTLE AREA



**City of  
White Salmon**

# Ensuring a sustainable future –



Stewarding our resources  
with integrity, innovation, and  
community at heart.

PREPARED BY:

**JENNIFER NEIL**

Director of Finance and Operations

## FOR MORE INFORMATION



509-493-1133



[www.whitesalmonwa.gov](http://www.whitesalmonwa.gov)



100 N Main St.

White Salmon, WA 98672



2025  
QUARTER  
REPORT

Q1  
EDITION



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## EXECUTIVE SUMMARY

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The Quarter 1 financial report provides an overview of the City of White Salmon's revenue and expenditure activity through the first three months of the fiscal year. Overall, financial performance is tracking closely with expectations for this point in the year, with revenues at 24% of the annual budget and expenditures at 12%.

**Revenues:**

Total revenue collected through Quarter 1 was \$1,695,138. The City's primary revenue streams include service charges, utility taxes, and sales tax, all of which are trending in alignment with the City's 25% quarterly target. Property tax collections remain low at 2% of budget due to the seasonal nature of this revenue, with major receipts expected in April and October.

**Expenditures:**

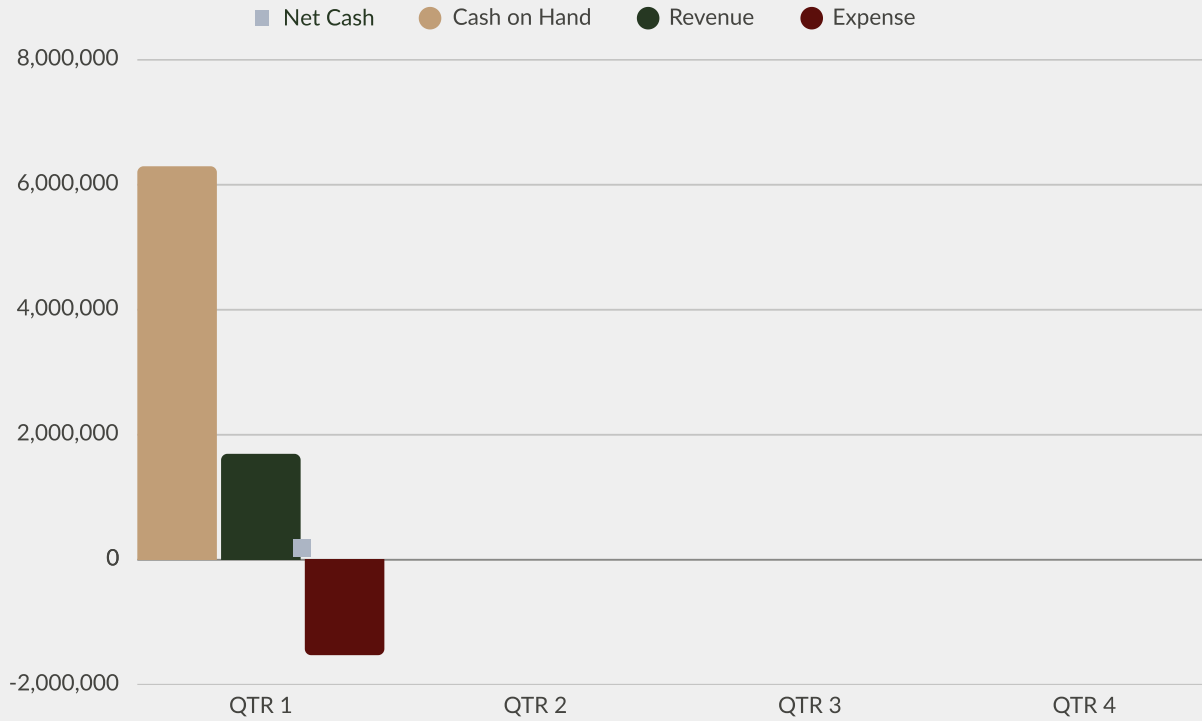
Total expenditures for Quarter 1 were \$1,526,050, resulting in a net positive cash flow of \$169,088. Spending has been concentrated in Community services, particularly water and wastewater operations. General Fund expenditures are consistent with prior years; however, staff have identified certain areas where budget allocations were underrepresented in the original adopted budget. These will be reviewed and adjusted through upcoming budget amendments to better reflect operational needs.

**Cash Position:**

The City remains in a strong financial position, with \$6,295,667 in total cash on hand at the end of Quarter 1, including both bank and invested funds.

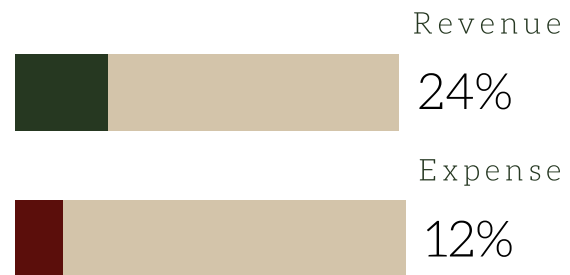
This report demonstrates the City's continued commitment to responsible financial management, transparency, and the effective delivery of services to the community.

*Jennifer Neil*  
Director of Finance & Operations



## ALL FUNDS

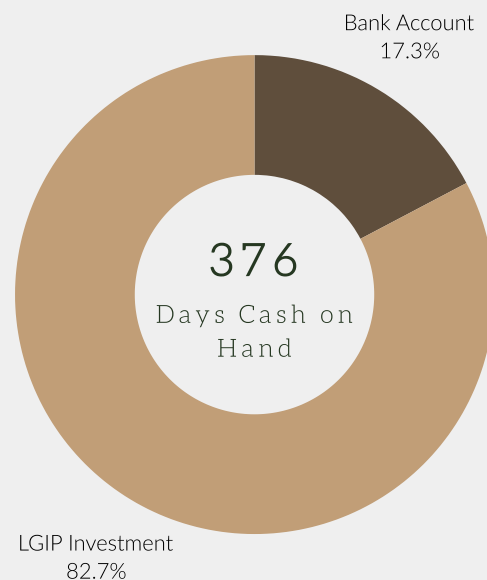
As of the end of Quarter 1, the City has collected 24% of projected annual revenues – closely aligning with the 25% quarterly target. This indicates healthy revenue performance and suggests we are on track to meet budget expectations for the year.



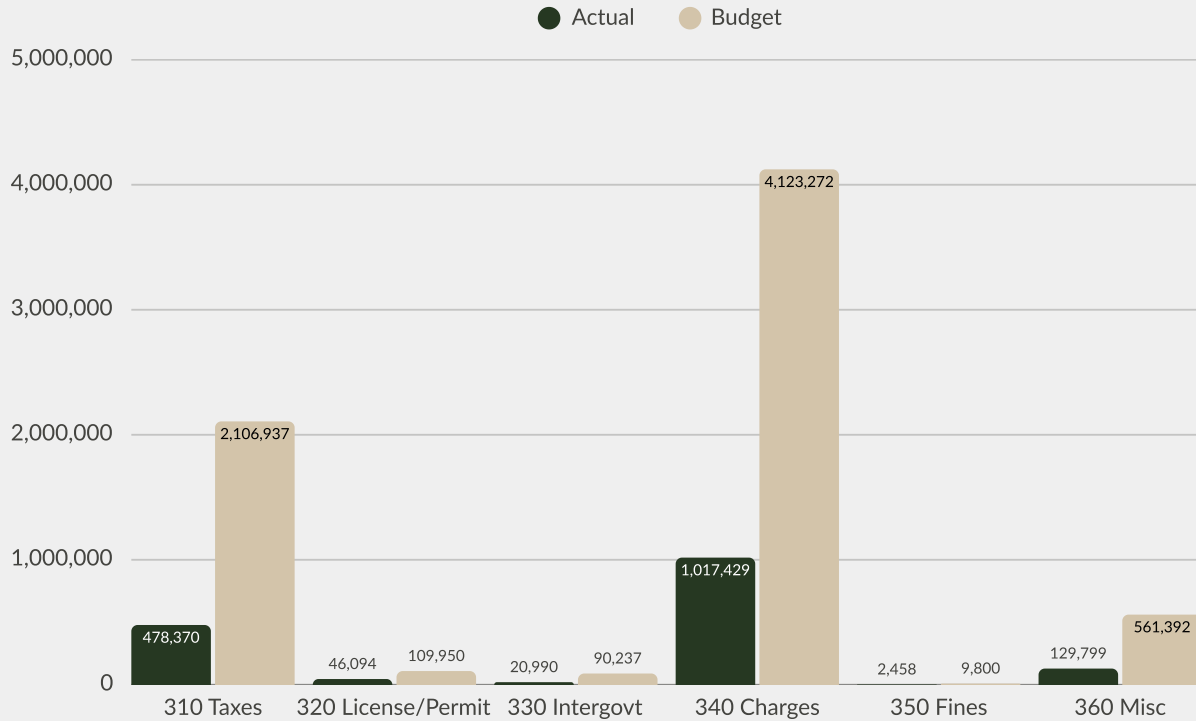
## CASH

In Quarter 1, the City of White Salmon received \$1,695,138 in revenue and expended \$1,526,050. Leaving a quarterly net positive cash flow of \$169,088.

Total cash on hand is the sum of cash in both our bank account and that of which is invested. At the end of Quarter 1 total cash on hand is \$6,295,667.





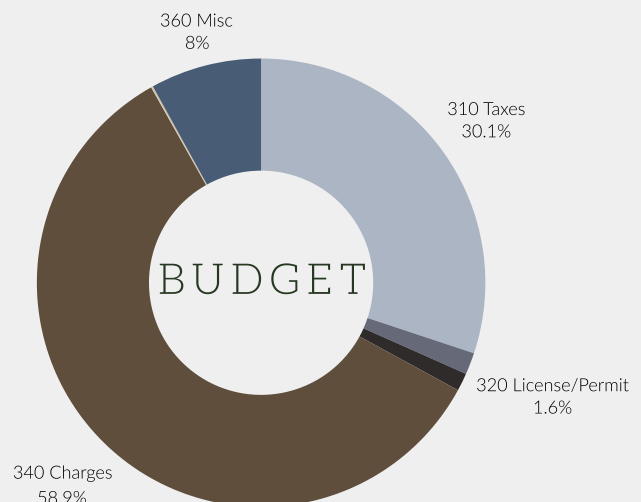


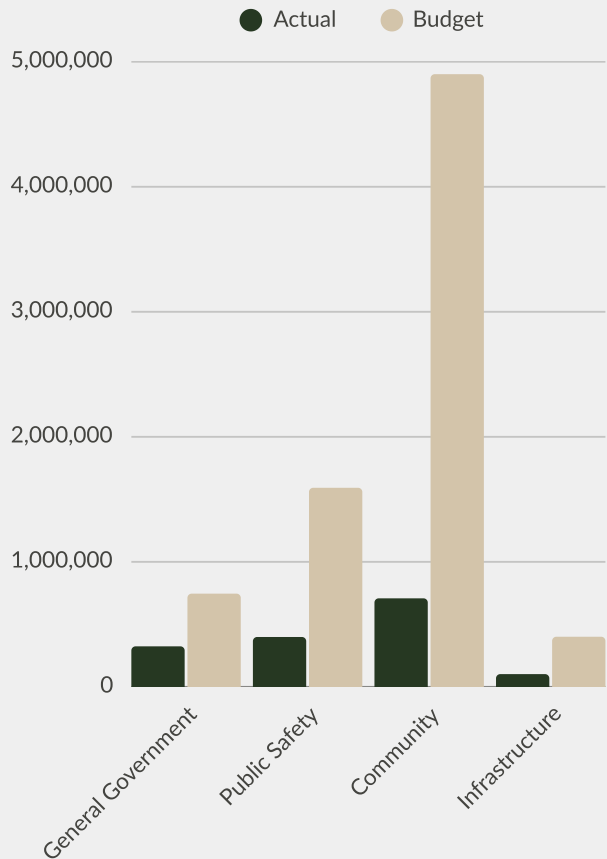
## KEY REVENUE

Source	YTD Actual	Budget	% of Budget
Property Tax	7,679	458,564	2%
Sales Tax	163,453	685,467	24%
Utility Taxes	290,736	880,481	33%
Interest	129,799	561,392	23%

## SUMMARY

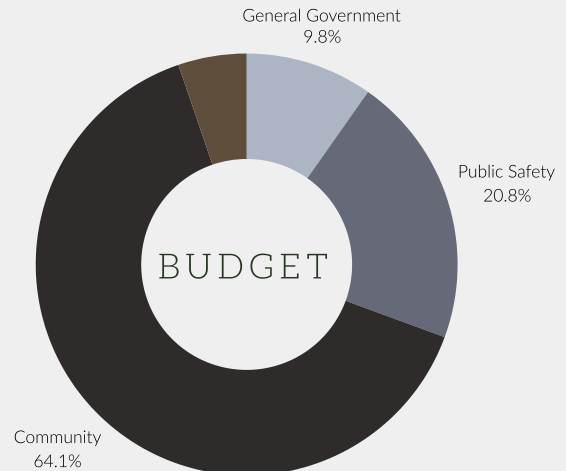
Revenue trends are consistent with past years, where certain sources—particularly property tax—see significant increases in the second and fourth quarters. Overall, Q1 revenue collection reflects a healthy financial position and supports continued delivery of core city services.





## ALL FUNDS

Community-related services account for the largest portion of the overall budget, while actual spending across all areas remains well below annual allocations—consistent with early-year operational trends.



## GENERAL FUND

Dept	YTD Actual	Budget	% of Budget
Finance	287,973	561,667	51%
Central Serv	10,215	52,231	20%
Gen Govt	32,916	179,994	18%
Building	27,118	135,475	20%
Community	7	17,500	0%
Planning	56,232	365,473	15%
Park Facility	69,525	285,866	24%
Police	382,106	1,508,836	25%
Fire	939	8,336	11%

General Fund expenditures through Quarter 1 are generally in line with historical spending patterns, reflecting typical early-year operational activity. However, it has been identified that certain expenditure areas were not fully or accurately budgeted during the original adoption of the budget. Staff will be reviewing these areas closely and proposing adjustments, as needed, to ensure accurate alignment between appropriations and actual service delivery needs throughout the year.



QUESTIONS?  
CONTACT US.



[WWW.WHITESALMONWA.GOV](http://WWW.WHITESALMONWA.GOV)  
[JENNIFERN@WHITESALMONWA.GOV](mailto:JENNIFERN@WHITESALMONWA.GOV)  
509.493.1133

**File Attachments for Item:**

D. Associate Planner Job Description

1. Presentation

2. Discussion

3. Action



## CITY COUNCIL REPORT

### ☒ Business Item

### ☐ Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

May 21, 2025

Agenda Item:

Approval of Associate Planner Job Description

Presented By:

Paul Koch, ICA

### Action Required

Authorize approval of the job description for Associate Planner.

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

Move to authorize approval of the job description for Associate Planner at Range 31, Step 1-6 and salary at \$55,859 to \$64,755 annually.

### Explanation of Issue

The City of White Salmon has been short staffed for some time now. With the hiring of a full time Planning Director and the anticipated position moves, it is necessary for the City to hire an Associate Planner to assist both the public and the Planning Director. The person filling this position will serve some time at the front counter as well as adding service and value to the Planning Director. The addition of the Associate Planner will enhance the city's planning services and provide better service to the public and developers.

The Associate Planner will provide customer service at the counter, by telephone and in writing regarding land use regulations, permit processes and zoning. The Associate Planner will assist in enhancing and improving the city's planning service and process, updating the zoning and land use maps and collaborate with staff, other agencies, legal counsel and applicants throughout the development review process. This is a Union position.

The hiring of the Associate Planner will begin the reduction in cost to the city for outside plan review and processing the balance of this budget year. Included in the pay for this position is the concept of Spanish Fluency at the rate of \$100 per month. This Fluency payment begins to recognize the diversity within our community and the support necessary to best serve the public.

### City Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the job description for Associate Planner.
2. Take no action on this request.
3. Deny the creation of the Associate Planner position.
4. Other action that may be desired by the Council.

### Fiscal Analysis:

The salary range and cost for this position is \$55,859 to \$64,755 annually. There are sufficient funds in the current budget to pay for this position and those costs will be reflected in the budget adjustments anticipated to come to the Council later this month or early in June 2025.

**Recommendation of Staff:** Staff recommends the City Council authorize the creation of the job description for the Associate Planner at Range 31 step 1-6 and salary at \$55,859 to \$64,755 annually.



## City of White Salmon

POSITION DESCRIPTION  
APRIL 2025

**POSITION TITLE:** ASSOCIATE PLANNER

**REPORTS TO:** Reports directly to City Planner under the guidance of State and City regulations and procedures. Also maintains a close working relationship with other city personnel.

**SALARY RANGE:** Range 31 Step 1-6  
\$55,859 – 64,755

**STATUS:** Full Time

**AFFILIATION:** Union

**WORKWEEK BASIS:** 40

**JOB SUMMARY:** The Associate Planner performs a range of land use planning functions with a focus on both current and long-range planning. Responsibilities include providing information to the public on zoning and land use regulations, reviewing development applications, preparing reports and presentations, conducting research, and supporting the Planning Director. The position requires independent work, collaboration with other departments and agencies, and public engagement.

### ASSOCIATE PLANNER ESSENTIAL JOB FUNCTIONS:

1. Provide customer service at the counter, by phone, and in writing regarding land use regulations, permit processes, and zoning.
2. Review land use and development applications for compliance with municipal codes and regulations.
3. Prepare staff reports, presentations, and findings for review bodies including the Planning Director, Hearings Examiner, Planning Commission, and City Council.
4. Present information and recommendations at public hearings and meetings.
5. Assist in preparing and updating zoning and land use maps, and develop informational handouts.
6. Conduct research, analyze data, and prepare written and graphic reports.
7. Collaborate with staff, agencies, legal counsel, and applicants throughout the development review process.
8. Monitor and recommend updates to local land use regulations.
9. Assist with long-range planning efforts, including comprehensive plan updates.
10. Perform other related duties as assigned.

**NECESSARY KNOWLEDGE AND ABILITIES:*****Knowledge of:***

- Land use codes, zoning, and planning principles
- Development review processes
- Washington Growth Management Act, SEPA, Shoreline Management Act
- Planning terminology and building codes
- Data analysis, report writing, and mapping techniques
- Computer systems including permitting software, databases, and GIS

***Ability to:***

- Communicate clearly and professionally with the public, staff, and elected officials
- Interpret and apply regulations and planning principles
- Prepare clear, accurate, and defensible reports and recommendations
- Present effectively in public forums
- Manage multiple tasks and deadlines independently
- Collaborate as part of a team and with external stakeholders

**DESIRED QUALIFICATIONS:**

- Bachelor's degree in Urban or Regional Planning, Geography, or related field
- Minimum of 2 years of relevant experience in land use planning
- Ability to pass a background check

**COMPENSATION AND BENEFITS:**

<b>Wage Range:</b>	\$ 55,859 - \$ 64,755 per Year \$ 4,654 - \$ 5,396 per Month \$ 26.86 - \$ 31.13 per Hour	<b>Benefits:</b>	90% Paid Medical/Dental Plan PERS Retirement System \$214 VEBA per Month Vacation / Sick Time 12 Paid Holidays + 1 Personal Day
<b>Incentive Pay:</b>	Spanish Fluency (\$100/month)		

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

Work is performed in both office and field settings. Field work may include site visits over uneven terrain and exposure to varying weather conditions. The role requires use of standard office equipment and attendance at evening meetings



D.

The work schedule is generally maintained during normal office hours, but may include early, evening or weekend hours as required. Attendance at night meetings may be required, and meeting project deadlines may require working more than forty hours per week.

**GROWTH POTENTIAL:**

This position offers opportunities for professional growth and advancement within the organization or in the broader planning field.

**NOTICE:**

The above position description does not include ALL essential and non-essential duties of this job. All employees with disabilities are encouraged to contact the personnel department to review and discuss the essential and non-essential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if the essential functions can be performed safely with or without reasonable accommodations.

The City of White Salmon is an Equal Opportunity employer.

**File Attachments for Item:**

E. City Council Committee Appointments

1. Presentation
2. Discussion
3. Action



## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No

Meeting Date:

May 21, 2025

Agenda Item:

Councilor Committee Appointments

Presented By:

Marla Keethler, Mayor

### Action Required:

Approve committee appointments as presented.

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

Motion to approve councilor committee appointments as presented.

### Explanation of Issue:

With the seating of a new councilor to position 4, and in recognition that a rotation of councilor appointments to committees has not occurred in a few years, I would like to propose the below assignments for the remainder of 2025:

#### City Ops

David Lindley-Chair

Jason Hartmann

#### Community Dev

Ben Giant-Chair

Morella Mora

#### City Lab

David Lindley-Chair

Patty Fink

#### Personnel/Finance

Jason Hartmann-Chair

Ben Giant

#### Tree Board

Patty Fink-Chair

Morella Mora

### 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:** The staff hours associated with supporting committee work is accounted for in overall salary projections for 2025.

### Diversity Equity Inclusion & Stakeholder Analysis:

This rotation intends to keep some consistency on most committees while also introducing new perspectives.

**Policy & Plan Implications:**

Our city code outlines the requirements and responsibilities of the committees, and it is intended that the positions are filled so that the committees are functional.

**Recommendation of Staff/Committee:**

The administration recommends approval of these councilor committee appointments.

**File Attachments for Item:**

A. Department Head Reports




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## PUBLIC WORKS DEPARTMENT

Meeting Date: 5-21-2025

Presented By: Chris True- Public Works Operations Manager

### Daily Operations / What's Happening:

- All routine water samples were good
- 2-Meter relocation- Garners Funeral home- NE Center St.
- 1-Meter install- 420 B NE Green Street
- Meter reading
- Weekly Ap meetings- SWTP Roof, N Main/Spring Street and Phase 2A
- Dock Grade pothole and shoulder work for chip seal this summer
- Dock Grade Crack seal (Klickitat County Public Works)
- Water main leak repair NW Childs Rd.
- New service truck arrived and the crew has been upfitting it
- Prepping and stain new boards for parks picnic tables
- On boarded new maintenance worker
- Fix sinkhole on NW Michigan Ave.
- GC Systems rebuild of system Cal-Vals
- Installed new logos on work trucks
- Hurley Engineering troubleshooted sewer booster pump on Waubish
- Peebles park grading and irrigation install
- Bench in front of city hall move to allow better handicap access
- Preparing for cross walk painting
- Plan review
- Community cleanup
- City procedures Review
- Pilot program review middle housing
- Work with Finance to better understand PW Loans

### Current Projects:

- Transmission Main Phase 2A
- N Main/Spring Street
- SWTP Roof Restoration
- Peebles Park
- Dock Grade Chip Seal
- City wide picnic table rebuild

### Upcoming Projects:

- Transmission Main Phase 2B

### Completed Projects:



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**Upcoming Trainings:**

- TIB's 2025 small city Workshops- Chris
- Evergreen Rural Water 2025 Fall Conference and Tradeshow- Chris- Andrew

**Completed Trainings**

- First aid and CPR- PW crew- City Hall staff
- Water Supply Systems and Wildfires- Chris

**Updates for the Community / Upcoming Events:****Collaboration Updates (other jurisdictions/entities):****Follow Up to Previous Actions:**