



White Salmon City Council Meeting

A G E N D A

December 20, 2023 – 6:00 PM

119 NE Church and Zoom Teleconference

Meeting ID: 831 3011 2448

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/83130112448>

I. Call to Order, Land Acknowledgement and Presentation of the Flag

II. Roll Call

III. Changes to the Agenda

IV. Presentations

A. Oath of Office

1. Marla Keethler - Mayor
2. Patty Fink - City Council Position 1
3. David Lindley - City Council Position 2

B. DNR White Salmon Fuel Break Update

C. Cascade Renewable Transmission Project introduction Presentation

D. Mayor's Update

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 the 2024 Bingen ERU Interlocal Agreement

B. Approval of Interlocal Agreement - Court Agreement - Klickitat County

C. Approval of Personal Services Contract - On Call Planning Services - DCG | Watershed Group

D. Approval of Contract Amendment No 1 -Critical Areas Ordinance - DCG | Watershed Group

E. Approval of Contract Extension - Cameron McCarthy

F. Acceptance of Completion of Garfield Project

G. Approval of Vacation Carryover

H. Approval of Small Works Contract- Snow Removal

I. Approval of Contract - WAGAP Youth Center

J. Approval of Personal Service Contract - Outreach Services - Zaya LLC

K. Approval of Personal Services Contract - Legal Services - Knapp, O'Dell & Macpherson PLLC

L. Approval of Meeting Minutes - November 15, 2023

M. Approval of Meeting Minutes - December 6, 2023

N. September 2023 Treasurer Report - Full Report is available under Supporting Documents

O. October 2023 Treasurer Report - Full Report is available under Supporting Documents

P. November 2023 Treasurer Report- Full Report is available under Supporting Documents

Q. Approval of Vouchers

VII. Business Items

A. Ordinance 2023-12-1156 Amending WSMC 2.20 Boards, Committees and Commissions and WSMC 2.21 Hearing Examiner

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

B. Ordinance 2023-12-1157 Amending the 2023 Annual Budget No.4

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

C. Ordinance 2023-12-1154 Amending WSMC 17 Zoning

1. Presentation
2. Discussion
3. Action

D. 2024 Legislative Priorities

1. Presentation
2. Discussion
3. Action

E. Ordinance 2023-11-1152 Adopting the Critical Areas Updates

1. Presentation
2. Discussion
3. Action

F. Ordinance 2023-11-1153 Creating WSMC 18.40 Heritage Tree

1. Presentation
2. Discussion
3. Action

G. Ordinance Adopting the Shoreline Master Plan Update-Pending Department of Ecology Approval

1. Presentation
2. Discussion
3. Action

VIII. Reports and Communications

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

IX. Executive Session (if needed)

X. Adjournment

File Attachments for Item:

A. Approval of the 2024 Bingen ERU Interlocal Agreement



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

CITY COUNCIL REPORT

Business Item

Consent Agenda

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

Yes, completed
 December 20, 2023
 Interlocal Agreement with Bingen for Treatment Plant ERUs
 Stephanie Porter, Clerk Treasurer

Action Required

Authorization for Mayor to sign interlocal agreement with City of Bingen setting the 2024 ERU rate in the amount of \$16.40 per ERU.

Motion for Business Item / Proposed Motion for Consent Agenda

Motion to authorize the Mayor to sign interlocal agreement with City of Bingen setting the 2024 ERU rate in the amount of \$16.40 per ERU.

Explanation of Issue

The City of Bingen treats all White Salmon wastewater. Bingen has established a separate fund for the operation and maintenance of the wastewater treatment plant. Each city pays equally into the operation and maintenance fund based on a rate per ERU. The current rate is \$15.25 per ERU.

The proposed interlocal agreement increases the ERU rate by \$0.90 to \$16.40. The rate increase in the past has been \$0.25 per ERU each year.

The City of Bingen has undergone a rate study for their water and sewer fees. Their engineer recommended a raise to \$18.90 for multiple years and then reduce the rate. Administration for both cities sat down and agreed that a smaller increase over time would be a more reasonable approach.

Council Options

City Council has the following options available at this time:

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

Fiscal Analysis

The proposed 2024 budget provides for the \$18.90 per ERU payment to the City of Bingen and will be reduced at the first budget amendment of 2024.

Recommendation of Staff/Committee

Staff recommends authorizing the Mayor to sign the interlocal agreement with the City of Bingen setting the price per ERU for wastewater treatment at \$16.40 per ERU.

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BINGEN AND CITY OF WHITE SALMON

This Interlocal Agreement (which hereinafter may be referred to as the “AGREEMENT”), is entered into by and between the City of Bingen (which may hereinafter be referred to as “Bingen”), a Washington municipal corporation, and the City of White Salmon (which may hereinafter be referred to as “White Salmon”), a Washington municipal corporation, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

PURPOSE AND RECITALS

1. Bingen operates and maintains the Bingen Wastewater Treatment Plant.
2. Bingen accepts and treats White Salmon wastewater at the Bingen Wastewater Treatment Plant.
3. Bingen and White Salmon entered into an agreement for the purpose of “providing effective management of the jointly utilized Bingen Wastewater Treatment and Disposal Facility” on March 5, 1991 and as amended June 6, 1995.
4. Said agreement provides that Bingen and White Salmon shall pay an equal monthly amount per residential equivalency (ERU) into the operation and maintenance fund for the Bingen Wastewater Treatment Plant.
5. Bingen and White Salmon have made payments into the operation and maintenance fund based on the number of ERUs billed by each entity each month.
6. Bingen makes payments into the operation and maintenance fund monthly through an interfund transfer.
7. White Salmon makes payments to Bingen by way of a check and Bingen deposits those funds into the operation and maintenance fund.
8. Bingen and White Salmon are currently using a \$15.50 per ERU monthly payment to the operation and maintenance fund.
9. The parties wish to establish a formal agreement for the per ERU monthly payments to be paid into the operation and maintenance fund for the Bingen Wastewater Treatment Plant jointly used by Bingen and White Salmon.
10. This interlocal agreement is not intended to replace or modify the above referenced March 5, 1991 and as amended June 6, 1995 interlocal agreement, but only to fix the amount of the monthly per ERU payment to the operation and maintenance fund.

11. White Salmon Municipal Code 13.16.080 provides that White Salmon and Bingen shall establish by interlocal agreement an allocation for White Salmon’s cost of operating the wastewater collection system and an allocation for payment to the City of Bingen for treating White Salmon’s wastewater.

12. The parties do not contemplate the formation of a separate legal or administrative entity and do not contemplate any property shall be acquired which shall require disposal upon termination of this agreement.

NOW THEREFORE, the parties agree as follows:

1. The parties agree that the recitals are accurate.

2. For the year 2024, the parties agree that for each ERU billed for wastewater treatment and services, \$16.40 of the fee shall be allocated to operation and maintenance of the Bingen Wastewater Treatment Plant.

3. This AGREEMENT shall be in effect January 1, 2024 through December 31, 2024 unless renewed by joint agreement of the parties.

4. If any provision hereof or its application is held invalid, the remainder of the provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the last date indicated below.

CITY OF BINGEN

CITY OF WHITE SALMON

Catherine Kiewit, Mayor Date

Marla Keethler, Mayor Date

ATTEST:

Krista Loney, Administrator Date

Stephanie Porter, Clerk Date

Approved as to form:

Christopher R. Lanz Date
Bingen City Attorney

Shawn MacPherson Date
White Salmon City Attorney

File Attachments for Item:

B. Approval of Interlocal Agreement - Court Agreement - Klickitat County



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

COUNCIL REPORT

Business Item

Consent Agenda

Legal Review: Completed
 Meeting Date: December 20, 2023
 Agenda Item: **Interlocal Agreement with Klickitat County relating to West Court District Services**

Action Sought:
 Authorization for Mayor to sign Interlocal Agreement between the City of White Salmon and Klickitat County for West Court District Services.

Motion for Business Item / Proposed Motion for Consent Agenda:
 Motion to authorize the Mayor to sign Interlocal Agreement for Court Services with Klickitat County.

Background Information / Explanation of Issue:
 City of White Salmon Mayor Marla Keethler and City of Bingen Mayor Catherine Kiewit and their respective legal counsels have jointly been in negotiations over the last several months with Judge Baker and the Klickitat County Board of Commissioners to reach consensus on a fair & equitable agreement for West District Court services.

In addition to the work completed during the initial negotiation phase, subsequent review and work was done to ensure the final product accurately reflects the consensus reached and is free of errors. For example, review of criminal data to proportion of cases in west Klickitat County and east Klickitat County.

The terms of the Interlocal Agreement shall remain in effect through December 31, 2025. See attached Agreement for specifics.

The Bingen City Council passed the Interlocal Agreement unanimously on December 12, 2023. The Interlocal Agreement was not pulled from the agenda nor were there any council questions.

- Council Options:**
- Authorize the mayor to sign the Interlocal Agreement as presented
 - Propose further amendments and refer back for further work
 - Take no action
 - Other action as desired by council

Fiscal Analysis
 The method for determining the current year’s annual cost shall be determined by the average percentage of the municipality’s previous three (3) years of total Court Filings. The adopted District Court budget expenses shall multiply this percentage for the year. Please see attached Agreement for specifics.

Recommendation of Staff:
 No follow up action is required.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WHITE SALMON AND KLICKITAT COUNTY FOR DISTRICT COURT SERVICES

THIS AGREEMENT is made this 12th day of December, 2023 by and between the CITY OF WHITE SALMON, a municipal corporation, hereinafter called "City" and KLICKITAT COUNTY, a political subdivision of the State of Washington, hereinafter called "County."

WHEREAS, the County has an established District Court System; and

WHEREAS, the City has been utilizing the services of West District Court for many years without an interlocal agreement; and

WHEREAS, the City has historically paid its pro rata share of the Judge's salary and benefits; and

WHEREAS, the County has requested that the pro rata share paid by the City is expanded to include the salary and benefits of the Judge and salaries and benefits of West District Court personnel; and

WHEREAS, the purpose of this Interlocal Agreement is to set for the terms of usage of West District Court by the City pursuant to RCW 39.34.180;

NOW THEREFORE, BE IT AGREED by and between the parties as follows:

- (1) **West District Court Services.** The County and its District Court shall furnish to the City the facilities and services of the West District Court for all cases wherein the City is the plaintiff in the West District Court, over which the West District Court has jurisdiction, for purposes of enforcing violation of state statutes or city ordinances committed by persons within the City's jurisdiction that constitute gross misdemeanors, misdemeanors, or civil infractions. Nothing in this Agreement shall permit the City to regulate the administration of the court.

(2) **Compensation.**

The method for determining the current year's annual charge shall be determined by the average percentage of the municipality's previous 3 years of total Court Filings. The adopted District Court budget expenses shall multiply this percentage for the year.

- (a) Calculation of Percentage of Usage. The parties have determined, and do hereby agree, that in return for facility usage and services of the District Court, the City shall pay the County, the City's pro rata share of the total costs of the salaries and benefits of the West District Court judge and courtroom personnel. The Washington State Caseload Reports will be the source for this utilization. The pro rata share shall be an amount equal to the ratio of the total number of violations filed wherein the City is the plaintiff, whether infractions or criminal violations, to the total number of (1) violations filed by all jurisdictions in West District Court, plus (2) felony complaints filed in West District Court, plus (3) small claims cases filed, plus (4) civil cases filed, plus (5) civil protection orders, plus (6) petitions for anti-harassment orders, plus (7) parking infractions.

- (b) Costs to be Allocated by Percentage. The total costs allocated by paragraph (2)(a) above shall include, but are not limited to, and the salaries and benefits of the West District Court judge, salaries and benefits of the West District Court personnel, for the adopted budget year excluding (i) the costs of public defense for criminal defendants in West District Court; and (ii) the costs of housing of prisoners that are reflected in a separate budget line and in agreement with the Klickitat County Sheriff's Office.

- (c) Time Period for Determining Percentage. The ratio described above in paragraph (2) (a) shall for each year be based on the average case count for the previous 3 calendar years.

- (3) **Billings.** The County will invoice the City quarterly for the City's pro rata share of the agreed- upon figure 2024-2025 City of White Salmon/Klickitat County Interlocal Agreement West District Court Services

for the calendar year. All sums due to the County shall be paid within thirty (30) days of mailing such invoice, via regular mail or electronic mail.

- (4) **Distributions of Revenues to the City.** All money received by the West District Court pursuant to court action in a case filed by the City, including penalties, fines, bail forfeitures, fees and costs, except as otherwise prohibited herein, shall be paid by the West District Court to the City; provided that the County may retain all money received as payments of assessments for probation costs ordered in the City's cases. The City shall not be entitled to any revenue received by West District Court other than revenues received pursuant to court action in a case filed by the City.
- (5) **Term.** This Agreement shall be effective upon execution by the parties and recording with the Klickitat County Auditor and shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the terms of this Agreement or extended by written amendment. The Parties will negotiate the cost of West District Court Services every 2 years year. The County is responsible for sending a proposal to the City no later than February 15 of 2025.
- (6) **Termination and Notice of Termination.** This Agreement is terminable by either party without cause if such party provides written notice of intent to terminate in accordance with RCW 3.50.810 and 35.20.010. Any such notice from the City must be received by the Chairperson of the Klickitat County Board of County Commissioners by the statutorily required date, and any such notice from the County must be received by the Mayor of the City by the statutorily required date.
- (7) **Ownership of Property.** All real and personal property used in the operation of West District Court has been and shall continue to be acquired by the County, owned by the County and may be disposed of at the discretion of the County.
- (8) **Waiver of Binding Arbitration.** Provided that this Agreement is not earlier terminated pursuant to the terms stated above, this Agreement will expire on December 31, 2025, unless a written renewal Agreement is executed prior to such date. The City and the County waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.
- (9) **Indemnification Regarding City Ordinances.** The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures as well as any and all case filed by the Municipal Prosecutor and/or cited by members of City Police Departments. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue or conduct or acts of Municipal Prosecutor and/or City Police Departments the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.
- (10) **General Indemnification.** The City and the County each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.
- (11) **Captions.** The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

B.

- (12) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties, including but not limited to the interlocal agreement executed by the parties in 2009 for District Court Services.
- (13) **Governing Law.** This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Klickitat County, Washington.
- (14) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
- (15) **Amendment or Waiver.** This Agreement may not be modified or amended except by resolution or ordinance adopted by the City and the County. No course of dealing between the parties or any delay in exercising rights hereunder shall operate as a waiver of any rights of any party.

IN WITNESS WHEREOF, the parties here to have signed this agreement this 12th day of December, 2023.

City of White Salmon
White Salmon, Washington

Mayor Marla Keethler

APPROVED AS TO FORM:

White Salmon City Attorney

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington



Dan Christopher, Chairman



Jacob Anderson, Commissioner



Lori Zoller, Commissioner

ATTEST:
Clerk of the Board



In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

/s/Rebecca Cranston for

David R. Quesnel
Klickitat County Prosecuting Attorney

File Attachments for Item:

C. Approval of Personal Services Contract - On Call Planning Services - DCG|Watershed Group



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 20, 2023

Agenda Item:

Approval of Personal Services Contract – On Call Planning – DCG|Watershed

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and approval of 2024 On Call Planning Contract with DCG|Watershed.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor to sign Personal Services Contract for On Call Planning services with DCG|Watershed.

Explanation of Issue:

The city has contracted out on-call planning services to DCG|Watershed in 2023 for short range planning. Staff is recommending that we continue to contract with DCG|Watershed for 2024 to ensure all planning related issues are able to be resolved.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted 2024 budget contains funding for this purpose.

Recommendation of Staff/Committee:

Staff recommends that council authorize the Mayor to sign Personal Services Contract for On Call Planning services with DCG|Watershed.

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and DCG | Watershed hereafter called Contractor. City’s Contract Administrator for this contract is Stephanie Porter, Clerk Treasurer.

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) The scope of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

Consideration

- (a) City agrees to pay Contractor fees ranging from \$115 per hour to \$250 per hour for on-call planning services, which includes reimbursable expenses incurred in the performance of duties as identified in Exhibit A.
- (b) Monthly invoices shall be submitted to the City itemizing all time incurred.

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): DCG/Watershed Address: 750 6th Street South
Kirkland, WA 980333

UBI #: Phone: 425-822-5242
Email: dnickel@watershedco.com

Citizenship:	Non resident alien	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Business Designation (Check one):		<input type="checkbox"/>	Individual	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate/Trust
		<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Public Service Corporation
		<input type="checkbox"/>	LLC	<input type="checkbox"/>	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 Date

Approved by the City: _____
Marla Keethler, Mayor 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 away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

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

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

EXHIBIT A

WHITE SALMON ON CALL PLANNING SERVICES 2024

SCOPE OF WORK

DCG Watershed staff will provide on-call planning review services, as requested by the City. This may include, but is not limited to the following specific services:

1. fielding applicant/resident questions, land use interpretations, and general inquiries;
2. Pre-application attendance, code research and meeting notes;
3. Thorough review of submitted permit applications (building permits for zoning code compliance, land use entitlements) and short term rental licenses. Reviews may occur to determine completeness and/or compliance with City land use regulations;
4. Prepare completeness letters, correction notices, and approval documents;
5. Attendance (either virtual or in-person, as requested) of public hearings for land use approvals or appeals;
6. Collaborate with City staff and public works, fire and building reviewers.
7. If requested, provide scope proposal for civil engineering development review in-support of on-call planning.

EXHIBIT B - Hourly Rates Effective January 2024*

Dan Nickel, MSc	Director of Planning	\$250
Hugh Mortensen, PWS	Director of Natural Resources	\$250
J. Kenny Booth, AICP	Director of Current Planning	\$250
Al Wald, LHg	Hydrogeologist	\$215
Amber Mikluscak, PLA, GISP, MLA	Director of Landscape Architecture	\$198
Nell Lund, PWS	Senior Ecologist	\$197
Ryan Kahlo, PWS	Senior Ecologist	\$197
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$190
Colin Macdonald	Restoration Biologist	\$185
Kimberly Frappier, MSc	Senior Urban Forester/Environmental Planner	\$182
Katy Crandall, PWS	Ecologist/Arborist	\$180
Marina French, PLA, MLA	Senior Landscape Architect	\$178
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$175
Matt Covert	Senior Planner	\$174
Deb Powers	Senior Arborist/Urban Forester	\$174
James Carlson, PLA	Senior Landscape Architect	\$172
Chuck McDowell, PLA	Landscape Architect	\$172
Clover McIngalls, PWS	Environmental Planner	\$171
Alex Capron, AICP	Senior Planner/GIS Specialist	\$170
Sam Payne, PWS	Ecologist/Arborist	\$163
Kyle Braun, PLA	Landscape Architect/Arborist	\$158
Dawn Spilsbury	GIS Analyst/FAA Licensed Drone Pilot	\$152
April Mulcahy	Ecological Designer/Arborist	\$152
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$151
Allison Martin	Ecologist	\$150
Devin Melville	Environmental Planner	\$146
Alex Plumb	Environmental Planner	\$142
Laura Jones	Environmental Planner	\$140
Ian Garnier	Landscape Designer	\$139
Lars Freeman-Wood	Arborist	\$138
Amanda Sanelli, PLA, MLA	Landscape Architect	\$136
Nathan Burroughs, MSc	GIS Analyst	\$136
Grace Brennan	Ecologist	\$134
Alexis Ochoa	Arborist	\$134
Evan Earhart	Arborist	\$132
Brent Rutley	Ecologist	\$130
Sage Yuasa	Ecologist	\$130
Angela Mele	Interpretive Planner/Facilitator	\$130
Anna Murphy	Ecologist	\$130
Kim Miller	Desktop Publisher	\$124
Hui Cao	Landscape Designer	\$122
Project Coordinator	Project Coordinator	\$120
Fern Huynh	Landscape Designer	\$118
Hilary Hahn	Assistant Planner/Ecologist	\$100

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
 EIT = Engineer In Training
 LG = Licensed Geologist
 LHg = Licensed Hydrogeologist
 GIS = Geographic Information System
 PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
 PLA = State of Washington Professional Landscape Architect
 AICP = American Institute of Certified Planners
 MSc = Master of Science degree
 MLA = Master of Landscape Architecture
 GISP = GIS Professional

*Rates for 2024 only; escalator clause for cost of living may apply in future years

**DCG/Watershed
 2023 Civil Hourly Billing
 Rates Effective: 1/1/2023**

Position	Rate
Principal Engineer/President	\$299
Principal Engineer	\$293
Engineer V	\$188
Engineer Tech VII	\$181
Engineer Tech VI	\$178
Engineer IV	\$164
Engineer III	\$146
Engineer Tech V	\$136
Engineer Tech IV	\$126
Engineer II	\$122
Environmental Scientist III	\$125
Project Coordinator	\$111
Engineer I	\$105
Engineer Tech III	\$104
Engineer Tech II	\$96
Administrative Assistant	\$94
Engineer Tech I	\$86

Direct Costs

<u>Auto Mileage</u>	
Maximum standard rate allowable by IRS	
<u>Reproduction:</u>	
<u>Black & White Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<u>Color Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
	<u>Plotting</u>
	<u>Rate per SF</u>
	B&W Bond \$1.05
	Color Bond \$1.18
	B&W Glossy \$12.18
	Color Glossy \$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble DA2 - GPS Equipment Fee	\$50.00/day
Drone	\$200.00/day
Field Tablet	\$20.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs At Cost	

File Attachments for Item:

D. Approval of Contract Amendment No 1 -Critical Areas Ordinance - DCG | Watershed Group



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review: No, unnecessary
 Meeting Date: December 20, 2023
 Agenda Item: Approval of Critical Area Ordinance Scope of Work Amendment No 1 -DCG|Watershed
 Presented By: Stephanie Porter, Clerk Treasurer

Action Required:
 Review and approval of Critical Area Ordinance Scope of Work Amendment No 1 - DCG|Watershed.

Motion for Business Item / Proposed Motion for Consent Agenda:
 Motion to authorize the Mayor to sign Critical Area Ordinance Scope of Work Amendment No 1 with DCG|Watershed.

Explanation of Issue:
 The city has a contracted Scope of Work for the Critical Areas Ordinance Update with DCG|Watershed.

The following amendment is to reflect the additional work requested and performed by DCG|Watershed in the absence of our Land Use Planner.

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

Fiscal Analysis:
 The adopted 2023 budget contain sufficient funding for this project – the increase to the existing line item is less than \$300 which is captured in the 2023 budget amendment oN 4.

Recommendation of Staff/Committee:
 Staff recommends that council authorize the Mayor to sign Critical Area Ordinance Scope of Work Amendment No 1 -DCG|Watershed

**AMENDMENT #1
TO
PERSONAL SERVICES CONTRACT
FOR
CRITICAL AREAS CONSULTING SERVICES**

WHEREAS, the Personal Services Contract between The City of White Salmon and The Watershed Company, fully executed the 20th day of December, 2023, allows for amendments to the general scope of the Agreement and the services to be performed; and

WHEREAS, The Watershed Company has made significant progress in providing the contractual services and products identified within the Agreement, and has, due to good management of resources, performed required tasks; and

WHEREAS, The Watershed Company has legally changed its name to DCG/Watershed, Inc.; and

WHEREAS, the amendment to the Personal Services Contract will enhance the services provided to the City, to the betterment of the residents of the City of White Salmon.

NOW, THEREFORE, the following Amendments shall modify Consideration (a) of the original agreement:

- a. Payment for the work provided by Consultant for the Critical Areas Ordinance shall be increased to a total compensation of \$26,900.

All other terms and conditions within the Agreement shall remain the same.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Signature Date

ATTACHMENT A

WHITE SALMON CRITICAL AREAS ORDINANCE (CAO) AMENDMENT #1

SCOPE OF WORK

Task 1: Public Meeting Attendance, Staff Memos & Coordination

Prep and attend additional meetings, including Council meetings and preparation of staff memos, for the CAO update effort. This includes coordination with the Planning Commission to respond to and incorporate their in-line recommended changes (where necessary) and prepare a matrix of responses organized by CAO section.

Task 2: Response to Public Comments

This additional task includes responding to agency comments stemming from the Department of Commerce 60-day notice of development code amendments for the CAO update, ranging from October 6th to December 5th, 2023. Responses and associated minor amendments recommended by WDNR, Washington Department of Health, and Washington Department of Ecology will be addressed and incorporated, where possible.

Task 3: Ordinance Formatting

DCG/Watershed will format two ordinances for eventual City Council approval, including amendments to Title 19 – Land Development Administrative Procedures and Title 18, including both the CAO Ordinance (WSMC 18.10) and amended new Heritage Tree chapter (WSMC 18.40) pulled from the CAO ordinance.

ATTACHMENT B

WHITE SALMON CAO – AMENDMENT #1

COMPENSATION

Task #	Task	Total Hours	Total Cost
Public Meeting Attendance, Staff Memos & Coordination			
1	Additional public meeting attendance, memo support for all meetings and response to Planning Commission comments	30	\$4,490
Response to Public Comments			
2	Respond and make amendments stemming from department of commerce 60-day agency review	16	\$2,040
Ordinance Formatting			
3	Formatting two ordinances for City Council approval, capturing amendments from task 2	17	\$2,290
Total			\$8,820

Hourly Rates Effective May 2022*

Dan Nickel, MSc	Environmental Engineer	\$210
Hugh Mortensen, PWS	Senior Ecologist	\$210
J. Kenny Booth, AICP	Senior Planner	\$210
Al Wald, LHg	Senior Hydrogeologist	\$190
Amber Mikluscak Champoux, PLA, GISP	Senior Landscape Architect/GIS Manager	\$180
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$170
Nell Lund, PWS	Ecologist	\$170
Ryan Kahlo, PWS	Ecologist	\$170
Marina French, PLA	Landscape Architect	\$160
Kim Frappier	Environmental Planner/Arborist	\$155
Clover McIngalls, PWS	Environmental Planner	\$150
Peter Heltzel	Fisheries Biologist	\$150
Katy Crandall	Ecologist/Arborist	\$145
Kyle Braun	Landscape Architect/Arborist	\$140
April Mulcahy	Ecological Designer/Arborist	\$135
Roen Hohlfeld	Landscape Designer/Ecologist	\$135
Dawn Spilsbury	GIS Analyst / FAA Licensed Drone Pilot	\$130
Alex Capron	Planner/GIS Specialist	\$130
Sam E. Payne	Ecologist	\$125
Laura Jones	Environmental Planner	\$125
Amanda Fleischman	Landscape Designer	\$118
Fern Huynh	Landscape Designer	\$117
Nathan Burroughs	GIS Analyst/Environmental Scientist	\$115
Grace Brennan	Ecologist	\$115
Bri Hines	Environmental Planner	\$115
Devin Melville	Environmental Planner	\$113
Hui Cao	Landscape Designer	\$112
Betsy Mann	Marketing Manager	\$110
Debra Klein	Accountant	\$110
Brooke Taylor	Project Administrator	\$110
Lexi Ochoa	Arborist	\$110
Drew Foster	Arborist	\$110
Angela R. Mele	Interpretive Planner	\$105
Jake Robertson	Arborist	\$105
Sage Presster	Ecologist	\$105
Justin Kay	Ecologist	\$100

*Rates for 2022 only; escalator clause for cost of living may apply in future years

Acronym Key:

- CFP = Certified Fisheries Professional as certified by the American Fisheries Society
- PE = Professional Engineer
- EIT = Engineer In Training
- GIS = Geographic Information System
- PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

D.

Exhibit B – Budget and Fees

White Salmon CAO – Amendment #1

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

Direct Costs:

<u>Auto Mileage</u> Maximum standard rate allowable by IRS	
<u>Reproduction:</u>	
<u>Black & White Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<u>Color Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
	<u>Plotting</u>
	<u>Rate per SF</u>
	B&W Bond \$1.05
	Color Bond \$1.18
	B&W Glossy \$12.18
	Color Glossy \$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble Geo XH - GPS Equipment Fee	\$190.00/day
Panasonic FZ-G1	\$130.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs at Cost	

File Attachments for Item:

E. Approval of Contract Extension - Cameron McCarthy



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

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:
Meeting Date:
Agenda Item:

No, unnecessary
December 20, 2023
Personal Services Contract Amendment – Cameron
McCarthy, Park System Plan –Extending to 12/31/2024
Stephanie Porter, Clerk Treasurer

Presented By:

Action Required

Authorization for Mayor to sign Amendment No. 2 to Personal Services contract with Cameron McCarthy amending extending contract from December 31, 2023 to August 30, 2024.

Proposed Motion for Consent Agenda

Move to authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Cameron McCarthy extending contract from December 31, 2023 to August 30, 2024.

Explanation of Issue

The City of White Salmon has a personal services contract with Cameron McCarthy for providing consulting services related to developing bid specifications and providing construction management for the playground replacement and construction of a splash pad.

Due to unforeseen circumstances the work was delayed and will need to be completed in 2024.

The contract expires on December 31, 2023. Staff is asking the contract to be extended to August 30, 2024.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

There are no budget related changes.

Recommendation of Staff

Staff recommends the city council authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Cameron McCarthy extending contract from December 31, 2023 to August 30, 2024.

**Amendment No. 1
Personal Services Contract
Cameron McCarthy Landscape Architecture & Planning LLP**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Cameron McCarthy Landscape Architecture & Planning LLP (CONTRACTOR), Amendment No 1 dated December 21, 2022.

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

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

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on ~~December 31, 2023~~ **August 30, 2024**.

All other provisions of the PERSONAL SERVICES CONTRACT dated September 8, 2021 AND AMENDMENT dated December 21, 2022 shall remain the same.

CONTRACTOR
**Cameron McCarthy Landscape Architecture
& Planning LLP**

OWNER
City of White Salmon

Signature

Marla Keethler, Mayor

Date

Date

File Attachments for Item:

F. Acceptance of Completion of Garfield Project



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

12.20.23

Agenda Item:

Final Progress Estimate 3- Garfield Improvements

Presented By:

Andrew Dirks, PW Director

Action Required:

Approval of the Final Progress Estimate 3 and Final Contract Voucher for the Garfield Improvements Project.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Final Progress Estimate 3 and Final Contract Voucher for the Garfield Improvements Project.

Explanation of Issue:

Attached are the Final Progress Estimate 3 and the Final Contract Voucher from Gray & Osborne.

There had been several small punch list items that needed to be completed by Artistic Excavation, that have since been completed.

Approval of this will allow for the City to be reimbursed by TIB. At this point, the Contractor and all subcontractors have filed their affidavits of wages paid, and the project may be accepted as complete by Council.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

Fiscal Analysis:

Once approved as complete the City will be reimbursement from TIB for expenses in the original contract and as approved in the verbal agreement for the sediment work.

Recommendation of Staff/Committee:

Staff recommends approval of the Final Progress Estimate 3 and Final Contract Voucher for the Garfield Improvements Project.

Follow Up Action:

Clerk will file reimbursement with TIB for the funding.



December 14, 2023

Ms. Stephanie Porter
Clerk Treasurer
City of White Salmon
100 North Main Street
White Salmon, Washington 98672

SUBJECT: FINAL PROGRESS ESTIMATE 3, PROJECT ACCEPTANCE, AND
RELEASE OF RETAINAGE; 2023 GARFIELD STREET
IMPROVEMENT PROJECT
CITY OF WHITE SALMON, KLUCKITAT COUNTY, WASHINGTON
G&O #23234.00 TIB PROJECT: 6-E-936(008)-1

Dear Ms. Porter:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have attached the signed Final Contract Voucher and Progress Estimate 3, which is the final progress estimate for this project. The City should place the progress estimate in its files and forward a copy of the progress estimate to the contractor with the payment. The amount due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Amount Earned this Period</u>
\$3,191.99	\$168.01	\$3,360.00

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all subcontractors on the project. After the contractor has submitted documentation that all required Affidavits of Wages Paid forms have been submitted to the Department of Labor and Industries, we recommend the City accept the project as complete and submit the “Notice of Completion of Public Works Contract” form online via the Awarding Agency Portal

Ms. Stephanie Porter
 December 14, 2023
 Page 2

<https://lni.wa.gov/licensing-permits/public-works-projects/awarding-agencies/awarding-agency-portal>).

Note that the form will not be available if the prime contractor has not filed their affidavit or if it is still pending approval by the Department of Labor and Industries. The following data is provided to assist with the form submittal:

		Date Work Completed October 30, 2023	Date Work Accepted TBD
Is this a Federally Funded Transportation Project?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, attach the Contract Bond Statement
Have Subcontractors been used?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, complete Addendum A
<input type="checkbox"/> Contract/Payment Bond Waived?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Retainage Bond	Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Detailed Description of Work Completed			
Roadway reconstruction including 292 cyd of excavation, 575 tons of crushed surfacing, 350 tons of hot mix asphalt, 1296 syd of pavement grinding, 984 sud of pavement removal, 64 feet of curb and gutter, 220 syd of concrete sidewalk and driveway, 81 feet of 12" storm and 1 catch basin			
DOR Tax Information			
Contract Amount	\$266,070.06	Liquidated Damages	\$0.00
Additions (+)	\$50,706.48	Amount Disbursed	\$300,937.71
Reductions (-)	\$0.00	Amount Retained	\$15,838.83
Subtotal	\$316,776.54	Other	\$0.00
Sales Tax Amount	\$0.00	Sales Tax Rate	0.0%
Total	\$316,776.54	Total	\$316,776.54
Both totals must be equal – If multiple sales tax rates, attach a list			

After the City has accepted the project, please sign the attached “Final Contract Voucher” and forward a copy to the contractor and Gray & Osborne, Inc.

3. RELEASE OF RETAINAGE

The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the Contract Completion Date.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.

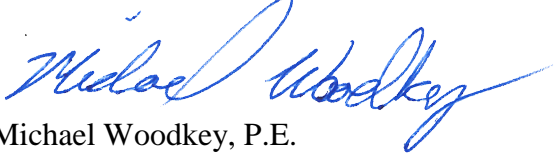
Ms. Stephanie Porter
December 14, 2023
Page 3

5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.



Michael Woodkey, P.E.

MW/cah
Encl.
By email

File Attachments for Item:

G. Approval of Vacation Carryover



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 20, 2023

Agenda Item:

Vacation Carryover – Troy Rosenburg and Stephanie Porter

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required

Authorize vacation leave carryover as specified.

Motion

Motion to authorize vacation leave carryover as specified below.

Explanation of Issue

We are asking for authorization to carryover and/or buyout for the following employees:

Stephanie Porter Proposal to carryover 60.25 hours versus 40 hours.

Troy Rosenburg Proposal to carryover 147.44 hours versus 120 hours. The 27.44 hours will be used before March 31, 2024.

Staff Recommendation

Administration and staff recommend the city council authorize vacation leave carryover as proposed.

File Attachments for Item:

H. Approval of Small Works Contract- Snow Removal



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review: No, unnecessary
 Meeting Date: 12.20.23
 Agenda Item: Small Works Agreements for Snow Removal- Gorge Dirt Works and James Dean Construction
 Presented By: Andrew Dirks, PW Director

Action Required:
 Authorization for the Mayor to sign Small Works Agreements for Snow Removal for December 2023 through December 31, 2024.

Motion for Business Item / Proposed Motion for Consent Agenda:
 Motion to authorize the Mayor to sign Small Works Agreements for Snow Removal with Primary Contractor Gorge Dirt Works for December 2023 through December 31, 2024.

Motion to authorize the Mayor to sign Small Works Agreements for Snow Removal with Alternate Contractor James Dean Construction for December 2023 through December 31, 2024.

Explanation of Issue:
 The city sent out a Small Works Roster bid for Snow Removal to 3 selected local contractors on the 2023 MRSC Small Works Roster. Two bids were received. Staff is recommending that the city enter into Small Works Agreements with Gorge Dirtworks as their bid was the lowest. James Dean Construction will be on contract as the alternate in the case the primary is unavailable.

- Council Options:**
 City Council has the following options available at this time:
1. Accept the Staff Recommendation.
 2. Revise the Staff Recommendation.
 3. Refer this issue back to staff for additional work.
 4. Other action as desired by council.

Fiscal Analysis:
 The adopted 2024 budget contains allocated funds for snow removal in the Street Contractual Services line item.

Recommendation of Staff/Committee:
 Staff is recommending that the city enter into Small Works Agreements with Gorge Dirtworks and James Dean Construction.

Follow Up Action:
 A Small Works Roster Bid will be needed for 2025 Services.

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	Dayne Connell	Department:	Public Works
Name:	Gorge Dirt Works	Date:	December 20, 2023
Address:	PO Box 732, White Salmon, WA 98672	Department Contact:	Andrew Dirks
Contact:	Dayne Connell	Phone:	509-493-1133 x500
Phone:	509-637-0417	Fax:	N/A
Fax:	N/A	Email:	andrewd@whitesalmonwa.gov
Email:	dayne@gorgedirtworks.com		

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

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

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

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

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

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

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

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

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

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

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

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

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

H.

Completion Date: Contract will be valid January 1, 2023 through December 31, 2024	Total Contract Fixed Price (Including Tax) N/A
	<i>OR</i>
	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: \$4,000 including tax
Description of Work: On-call snow removal services.	
The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.	
Note: Gorge Dirt Works will be the primary contact for snow removal.	
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received and an Intent to Pay Prevailing Wages is filed with the WA Dept. of Labor & Industries.	
<u>Contractor:</u>	<u>City Department Approval:</u>
_____ (Signature) _____ (Date)	_____ (Signature) _____ (Date)
Print Name <u>Dayne Connell, Gorge Dirt Works</u>	Print Name <u>Marla Keethler, Mayor, City of White Salmon</u>
Distribution Account Codes: <u>Street (101)</u> - <u>Contract Services</u> <div style="display: flex; justify-content: space-around; width: 100%;"> Program Object </div>	

Exhibit A - Small Works Contract - Snow Removal CITY OF WHITE SALMON ON CALL SNOW PLOW 24'



Gorge Dirt Works, LLC

509.637.0417

720 HWY 141

White Salmon, WA 98672

Submitted to: Clerk Treasurer
Company:
Address: White Salmon
Phone: 509.493.1113 X205
Email: clerktreasurer@whitesalmonwa.gov
Fax:

Job Name: On call snow removal
Plan Sheets:
Addenda:

SCOPE OF WORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	TRUCK WITH V-PLOW	1	HR	150	\$150
2	1 YARD BACKHOE	1	HR	150	\$150
3	3 YARD LOADER	1	HR	200	\$200
4	4 AXLE DUMP TRUCKS	1	HR	150	\$150
					SUBTOTAL -
					TAX 7.5% -
					GRAND TOTAL -

EXCLUSIONS:

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	James Dean Construction	Department:	Public Works
Name:	James Dean Construction	Date:	December 20, 2023
Address:	98672 Joe Dean	Department Contact:	Andrew Dirks
Contact:	Joe Dean	Phone:	509-493-1133 x500
Phone:	509-493-8417	Fax:	N/A
Fax:		Email:	andrewd@whitesalmonwa.gov
Email:	joe.dean@jamesdeanconstruction.com		

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

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

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

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

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

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

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

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

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

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

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

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

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

H.

Completion Date: Contract will be valid January 1, 2023 through December 31, 2024	Total Contract Fixed Price (Including Tax) N/A
	<i>OR</i>
	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: \$4,000 including tax
Description of Work: On-call snow removal services.	
The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.	
Note: James Dean Construction will be the second contact for snow removal if the lowest bidder contractor is not available.	
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received and an Intent to Pay Prevailing Wages is filed with the WA Dept. of Labor & Industries.	
<u>Contractor:</u>	<u>City Department Approval:</u>
_____ (Signature) (Date) Print	_____ (Signature) (Date)
Name <u>Joe Dean, James Dean Construction</u>	Print Name <u>Marla Keethler, Mayor, City of White Salmon</u>
Distribution Account Codes: <u>Street (101)</u> - <u>Contract Services</u> <div style="display: flex; justify-content: space-around; width: 100%;"> Program Object </div>	

H.

CITY OF WHITE SALMON HOURLY SNOW REMOVAL



Contact:
Phone:
Fax:

Quote To:

Job Name:

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101	3 YD LOADER	1.00	HR	260.00	260.00
102	5YD LOADER	1.00	HR	270.00	270.00
103	GRADER	1.00	HR	310.00	310.00

GRAND TOTAL					\$840.00
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NOTES:

MINIMUM OF 5 HOURS BILLED PER CALL OUT

SUBJECT TO AVAILABILITY

NO SALES TAX INCLUDED IN PRICES

File Attachments for Item:

I. Approval of Contract - WAGAP Youth Center



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

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

December 20, 2023

Agenda Item:

WAGAP Youth Center Agreement (\$12,000)

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required

Authorization for mayor to sign agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services for 2024.

Proposed Motion for Consent Agenda

Move to authorize the mayor to sign agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services in 2024.

Explanation of Issue

The City of White Salmon has had in place an agreement with Washington Gorge Action Programs to providing funding, in return for services, for the Youth Center. The City of White Salmon agreed to provide funding in 2024 at the same level it had provided funding in 2023.

The proposed agreement is the same agreement the city has used for a number of years with the date changed and providing for \$12,000 in funding.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The proposed 2024 budget provides for the \$12,000 in funding.

Recommendation of Staff

Staff recommends the city council authorize the mayor to sign the agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services.

Follow Up Action

Staff will request the Washington Gorge Action Programs Youth Center to make a presentation regarding the services provided to the area youth and the services the Youth Center provides to the City of White Salmon.

AGREEMENT

BETWEEN WASHINGTON GORGE ACTION PROGRAMS AND THE CITY OF WHITE SALMON

This Agreement (which hereinafter may be referred to as the “AGREEMENT”), by and between Washington Gorge Action Programs (which hereinafter may be referred to as “WGAP”), a Washington nonprofit corporation pursuant to RCW Title 24, and the City of White Salmon, a Washington municipal corporation (which may hereinafter be referred to as “City”).

RECITALS

WHEREAS WGAP operates a Youth Center, which Youth Center provides opportunities and pastimes for youth in a geographical area that includes the City of White Salmon; and

WHEREAS the City is informed and believes that the Youth Center has a generally positive affect on the youth of the city as well as the surrounding area; and

WHEREAS the Youth Center helps discourage some youth from mischief, both of criminal and civil in nature and may encourage some youth to stay in the City and surrounding geographical area; and

WHEREAS the City desires that its public areas, including parks, to be kept neat and orderly in appearance; and

WHEREAS WGAP has agreed to spend such time as its resources allow to assist keeping the public areas of White Salmon neat and orderly.

NOW, THEREFORE, the parties agree as follows:

1. The recitals are accurate.
2. The City of White Salmon shall pay WGAP for the benefit of the WGAP Youth Center, the sum of Twelve Thousand and No Cents (\$12,000.00) for the year 2024.
3. During such year, WGAP shall assist, as its resources allow, in keeping the public areas of the City of White Salmon neat and orderly.
4. Such assistance will be in the manner and at such times as WGAP determines is appropriate. The City shall not direct or control WGAP’s assistance.
5. This agreement does not constitute an employment or personal services agreement.
6. Each party agrees to hold harmless and indemnify the other party, its elected officials, employees, representatives, and agents from any claim, action, injury to person or

property, damages, costs or expenses that may arise proximately in any manner from WGAP’s actions to assist in keeping the public areas of the City of White Salmon neat and orderly, including without limitations WGAP’s employees, agents, representatives or those acting at its direction.

- 7. If any provision hereof is held invalid the remainder of the provision hereof shall not be affected.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the last date indicated below and retroactive to date appropriate to effect that year in paragraph 2 above, if such retroactivity is applicable.

CITY OF WHITE SALMON

**WASHINGTON GORGE
ACTION PROGRAMS**

Marla Keethler, Mayor Date

Director Date

ATTEST:

Stephanie Porter, Clerk Treasurer Date

Approved as to form:

Shawn MacPherson, City Attorney Date

File Attachments for Item:

J. Approval of Personal Service Contract - Outreach Services - Zaya LLC



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

CITY COUNCIL REPORT

Business Item

Consent Agenda

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

No, unnecessary
 December 20, 2023
 Personal Services Contracts – Zaya LLC
 Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign Personal Services Contract with Zaya LLC for Outreach Services not to exceed \$8,000.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorization for the mayor to sign Personal Services Contract with Zaya LLC for Outreach Services not to exceed \$8,000.

Explanation of Issue:

The City Council approved in the 2024 budget \$8,000 for the contracting of Outreach Services.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted 2024 budget contains \$8,000 for this purpose.

Recommendation of Staff/Committee:

Staff Recommends council Authorize for the mayor to sign Personal Services Contract with Zaya, LLC for Outreach Services in the amount not to exceed \$8,000.

Follow Up Action:

Contract signatures and filing.

**PROFESSIONAL SERVICES
CONTRACT BETWEEN THE CITY
OF WHITE SALMON AND
ZAYA, LLC
OR RN 2165066-91**

THIS AGREEMENT is made by and between the City of White Salmon, a Washington municipal corporation (the "City"), and Zaya LLC, an Oregon corporation (the "Consultant").

RECITALS

WHEREAS, the City desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A - Scope of Work and Fees**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$8,000 for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A - Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2024; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier, or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below.

1. Professional Liability insurance appropriate to the Professional's profession.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance as required in section C and D:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records.

A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Zaya, LLC
408 Cascade Ave Unit 2066
Hood River, OR 97031

CITY:
City of White Salmon
PO Box 2139
White Salmon, WA

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the

17. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations, or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the City of White Salmon if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of December, 2023.

CONSULTANT: Zaya, LLC

CITY OF WHITE SALMON

By: _____
Diana Klochkova, Owner

By: _____
Marla Keethler, Mayor

Exhibit A - Scope of Work and Fees

SCCPE

Consultant and its subcontractors will be available to perform services as requested by City representatives. This includes but is not limited to:

- Communications copywriting and content development for digital and traditional channels
- Communications strategy support
- Design and graphics creation
- City branding development

RATE

Consultant will charge \$110 per hour for all consulting services, including hours worked by any subcontractors.

CAPACITY

Consultant's services are provided on an hourly basis. Without a retainer and with limited overall annual budget, Consultant cannot guarantee staff availability or rapid turnaround on last-minute requests. Typical response times may be 1-2 business days, and advance notice is required for time-sensitive deliverables (briefing in the request at least 1 week prior to the deadline for most cases). Written communication over email is strongly preferred, with scheduled meetings over Zoom or in person when needed.

STAFFING

Zaya reserves the right to utilize any of its subcontractors with the necessary skills and availability to fulfill specific tasks for the City. The City may request reassignment of specific subcontractors should they be dissatisfied with their services.

File Attachments for Item:

K. Approval of Personal Services Contract - Legal Services - Knapp, O'Dell & Macpherson PLLC



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

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 20, 2023

Agenda Item:

Legal Services Agreement: City Attorney Services – Shawn MacPherson

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required

Authorization for Mayor to sign ongoing contract for Legal Services with City Attorney Shawn MacPherson.

Proposed Motion for Consent Agenda

Move to authorize the Mayor to sign Legal Services Contract with Shawn MacPherson.

Explanation of Issue

Shawn MacPherson has been the City Attorney for 2023. Administration is recommending that the services of Shawn MacPherson be renewed with an ongoing contract.

The presented contract allows either party to terminate the contract with a 120 day notice.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

Financials are proposed in the 2024 budget.

Recommendation of Staff

Staff recommends the city council authorize the Mayor to sign Legal Services Contract with Shawn MacPherson.

AMENDED PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT TO PROFESSIONAL SERVICES CONTRACT made this date by and between the CITY OF WHITE SALMON, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "City", and KNAPP, O'DELL & MacPHERSON PLLC, Attorneys at Law, of Camas, Washington, hereinafter referred to as "Attorneys",

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

- 1. Section 5 of the Professional Services Contract by and between City and Attorneys dated March 15, 2023, is hereby amended to provide as follows:

Effective January 1, 2024, the service of attorneys shall be of indefinite duration, subject to termination with or without cause, by either party upon 120 days written notice to the other party.

- 2. In all other respects the Professional Services Contract dated March 15, 2023, shall continue in full force and effect.

DATED this _____ day of _____, 2023.

CITY OF WHITE SALMON

KNAPP, O'DELL & MacPHERSON PLLC

By: _____
Mayor

By: _____
Name: _____

File Attachments for Item:

M. Approval of Meeting Minutes - December 6, 2023



CITY OF WHITE SALMON
City Council Meeting – Wednesday, December 6, 2023
In Person and Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

- Ben Giant
- Patty Fink
- David Lindley
- Jason Hartmann
- Jim Ransier

Staff Present:

- Andrew Dirks, Public Works Director
- Mike Hepner, Police Chief
- Marla Keethler, Mayor
- Stephanie Porter, Clerk Treasurer
- Shawn Mac Pherson, City Attorney
- Troy Rayburn, City Administrator

- I. Call to Order, Land Acknowledgement, and presentation of the flag (6:00pm)**
Mayor Marla Keethler called the meeting to order at 6:00p.m. There were approximately 27 members of the public in attendance in person and via teleconference.
- II. Roll Call**
- III. Changes to the Agenda (6:02pm)**
No changes to the agenda.
- IV. Presentations**
 - A. Oath of Office - Patty Fink (6:03pm)
 - B. Snow Removal Presentation (6:04pm)
 - C. Mayor's Update (6:07pm)
- V. Public Comment (7:53pm)**
Shelly Baxter, White Salmon Resident (6:17pm)
- VI. Consent Agenda (6:21pm)**
 - A. Approval of the 2024 Lodging Tax Grants
 - B. Approval of Bid Award - SCADA Upgrade Project
 - C. Approval of Change Order - Winter Shut Down - Mainline Phase I Project
 - D. Approval of Mayor Committee Appointment - Doug Rainbolt to Personnel Finance
 - E. Approval of Personal Services Contract - Johnson Controls 2024
 - F. Approval of Resolution 2023-12- Declaring Emergency Repair of Pump A
 - G. Approval of Vacation Carryover - PWD Andrew Dirks
 - H. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 6th day of December 2023.

Type	Date	From	To	Amount
Claims	12/6/2023	40777	40827	346,444.25
	12/6/2023	EFT	EFT	0.00

			Claims Total	346,444.25
Payroll	11/20/2023	EFT	EFT	73,801.04
	12/6/2023	EFT	EFT	116,753.63
	12/6/2023	40773	40776	1,165.63
			Payroll Total	191,720.30
Manual Claims	9/10/2023	EFT	EFT	9,981.40
	9/15/2023	EFT	EFT	120.00
	10/23/2023	EFT	EFT	16,476.00
	11/3/2023	EFT	EFT	2,248.01
	11/5/2023	EFT	EFT	854.03
	11/10/2023	EFT	EFT	7,920.00
	11/13/2023	40735	40735	50.00
	11/21/2023	EFT	EFT	15,970.84
	11/21/2023	40768	40772	9,031.19
VOIDED Checks	N/A			0.00
			Manual Total	62,651.47
			Total All Vouchers	600,816.02

Moved by Jason Hartmann. Seconded by Jim Ransier

Motion to approve the Consent agenda as presented with vouchers in the amount of \$600,816.02.

CARRIED 5-0

A. Proposed Housing Code Changes - Amending WSMC 17 Zoning (6:20pm)

Troy Rayburn and Michael Mehaffy presented the materials.

Mayor opened the Public Hearing at 6:41pm.

In Person Public Comments

Bruce Bolme, White Salmon Resident representing White Salmon CoHousing LLC

(6:44pm)

Petra Rainbolt, White Salmon Resident (6:45pm)

Adrianna Grimm, White Salmon Resident (6:50pm)

Kate Bennett, White Salmon Resident (6:51pm)

Shelly Baxter, White Salmon Resident (6:54pm)

Kate Steveson, White Salmon Resident (6:56pm)

Peter Wright, White Salmon Resident (6:58pm)

John Edwards, White Salmon Resident (7:00pm)

Written Public Comments

Audrey Lemley

Jim Kacena

Stacey Grabb

Jenn Sharp
Kabe Grant
Roberta Grant
Peter Wright

Mayor closed the Public Hearing at 7:03pm.

Council Discussed. (7:04pm)

B. 2024 Final Budget Hearing (8:05pm)

Stephanie Porter, Clerk Treasurer and Mayor Marla Keethler presented the Budget Narrative.

Mayor opened the Public Hearing at 8:23pm.

No Public Comments

Mayor closed the Public Hearing at 8:24pm.

VIII. Business Items

A. Ordinance 2023-12-1154 Adopting the Annual Budget for Fiscal Year ending December 31, 2024. (8:24pm)

Council Discussed the presented 2024 Budget. (8:24pm)

Motion to approve Ordinance 2023-12-1154 Adopting the Annual Budget for Fiscal Year Ending December 31, 2024.

Moved by Jim Ransier. Seconded by Ben Giant.

CARRIED 5-0

B. Motion to Set Date to Hear Petition to Annex (8:42pm)

Presented by Stephanie Porter, Clerk Treasurer and Shawn MacPherson, City Attorney.

Council Discussed.

Motion to set the meeting to review petition.

Moved by Jason Hartmann.

Amended motion.

Motion to set the review date of the petition to annex for tax parcel 03102344000300 as January 17, 2024 at 6:00pm.

Moved by Jason Hartmann. Seconded by David Lindley.

CARRIED 5-0

VIII. Reports and Communications

A. Department Heads (8:46pm)

B. Council Members

Jim Ransier, Council Member (8:59pm)

Jason Hartmann, Council Member (9:01pm)
David Lindley, Council Member (9:02pm)
Patty Fink, Council Member (9:03pm)
Ben Giant, Council Member (9:04pm)

IX. Executive Session

No executive session needed.

X. Adjournment

The meeting was adjourned at 9:04p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

N. September 2023 Treasurer Report - Full Report is available under Supporting Documents

**City of White Salmon
Budget Summary Report
As of September 30, 2023**

	Budget Revenue	Year-To-Date Revenue	Year-To-Date Remaining	% of Total Budget 75.00%	Budget Expenditures	Year-To Date Expenditures	Year-To Date Remaining	% of Total Budget 75.00%
001 Current Expense								
Finance					516,103.00	440,292.81	75,810.19	85.31%
Central Services (HR)					65,570.00	56,675.31	8,894.69	86.43%
General Government					153,831.00	63,226.37	90,604.63	41.10%
Building					172,272.00	142,993.85	29,278.15	83.00%
Community Services					1,142,952.00	579,125.73	563,826.27	50.67%
Planning					331,920.00	222,449.52	109,470.48	67.02%
Park					286,898.00	145,860.14	141,037.86	50.84%
Police					1,291,388.00	876,745.45	414,642.55	67.89%
Fire					139,166.00	92,374.99	46,791.01	66.38%
001 Current Expense	3,251,610.00	2,261,233.16	990,376.84	69.54%	4,100,100.00	2,619,744.17	1,480,355.83	63.89%
101 Street Fund	938,109.00	266,549.06	671,559.94	28.41%	1,125,594.00	552,886.42	572,707.58	49.12%
108 Municipal Capital Imp. Fund	72,249.00	67,159.15	5,089.85	92.96%	174,079.00	4,325.95	169,753.05	2.49%
110 Fire Reserve Fund	40,855.00	32,098.40	8,756.60	78.57%	0.00	0.00	0.00	0.00%
112 General Fund Reserve	15,708.00	13,160.26	2,547.74	83.78%	0.00	0.00	0.00	0.00%
121 Police Vehicle Reserve Fund	3,585.00	3,003.28	581.72	83.77%	70,118.00	70,117.05	0.95	100.00%
302 Transportation Improvement (TBD)	0.00	6,534.74	-6,534.74	0.00%	0.00	0.00	0.00	0.00%
303 Hotel/Motel Tax	80,425.00	60,014.83	20,410.17	74.62%	95,537.00	37,475.50	58,061.50	39.23%
307 New Pool Construction Fund	35,000.00	26,351.64	8,648.36	75.29%	0.00	0.00	0.00	0.00%
401 Water Fund	2,407,227.00	1,858,894.64	548,332.36	77.22%	2,393,960.00	1,664,488.58	729,471.42	69.53%
402 Wastewater Collection Fund	1,115,243.00	841,961.62	273,281.38	75.50%	1,123,755.00	842,009.72	281,745.28	74.93%
408 Water Reserve Fund	2,372,447.00	302,134.06	2,070,312.94	12.74%	2,228,584.00	82,976.52	2,145,607.48	3.72%
409 Wastewater Reserve Fund	212,312.00	162,989.43	49,322.57	76.77%	205,707.00	111,945.25	93,761.75	54.62%

City of White Salmon
 Budget Summary Report
 As of September 30, 2023

	Budget Revenue	Year-To-Date Revenue	Year-To-Date Remaining	% of Total Budget 75.00%	Budget Expenditures	Year-To Date Expenditures	Year-To Date Remaining	% of Total Budget 75.00%
412 Water Rights Acquisition Fund	192,078.00	137,770.41	54,307.59	71.73%	123,985.00	61,992.12	61,992.88	50.00%
413 Water Bond Redemption Fund	114,482.00	86,121.66	28,360.34	75.23%	111,518.00	71,280.00	40,238.00	63.92%
414 Wastewater Bond Redemption Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
415 Water Bond Reserve Fund	19,251.00	14,902.41	4,348.59	77.41%	0.00	0.00	0.00	0.00%
416 Wastewater Bond Reserve Fund	3,452.00	2,892.42	559.58	83.79%	0.00	0.00	0.00	0.00%
417 Treatment Plant Reserve Fund	27,092.00	15,401.55	11,690.45	56.85%	0.00	0.00	0.00	0.00%
418 Water Short Lived Asset Reserve Fund	137,180.00	104,108.04	33,071.96	75.89%	394,725.00	71,258.63	323,466.37	18.05%
420 USDA Rural Develop. Jewett Water	7,520,100.00	1,384,514.87	6,135,585.13	18.41%	7,670,600.00	1,303,397.61	6,367,202.39	16.99%
601 Remittances	5,191.00	2,502.38	2,688.62	48.21%	5,191.00	2,494.57	2,696.43	48.06%
Total	18,563,596.00	7,650,298.01	10,913,297.99	41.21%	19,823,453.00	7,496,392.09	12,327,060.91	37.82%

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

File Attachments for Item:

O. October 2023 Treasurer Report - Full Report is available under Supporting Documents

City of White Salmon
 Budget Summary Report
 As of October 31, 2023

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 83.33%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 83.33%
001 Current Expense								
Finance					516,103.00	471,391.59	44,711.41	91.34%
Central Services (HR)					65,570.00	61,637.49	3,932.51	94.00%
General Government					153,831.00	71,694.21	82,136.79	46.61%
Building					172,272.00	155,344.33	16,927.67	90.17%
Community Services					1,142,952.00	596,533.31	546,418.69	52.19%
Planning					331,920.00	243,832.82	88,087.18	73.46%
Park					286,898.00	162,611.00	124,287.00	56.68%
Police					1,291,388.00	958,569.56	332,818.44	74.23%
Fire					139,166.00	99,215.01	39,950.99	71.29%
001 Current Expense	3,251,610.00	2,469,756.87	781,853.13	75.95%	4,100,100.00	2,820,829.32	1,279,270.68	68.80%
101 Street Fund	938,109.00	293,030.36	645,078.64	31.24%	1,125,594.00	575,846.71	549,747.29	51.16%
108 Municipal Capital Imp. Fund	72,249.00	76,228.86	-3,979.86	105.51%	174,079.00	4,325.95	169,753.05	2.49%
110 Fire Reserve Fund	40,855.00	35,801.29	5,053.71	87.63%	0.00	0.00	0.00	0.00%
112 General Fund Reserve	15,708.00	14,806.31	901.69	94.26%	0.00	0.00	0.00	0.00%
121 Police Vehicle Reserve Fund	3,585.00	3,378.92	206.08	94.25%	70,118.00	70,117.05	0.95	100.00%
302 Transportation Improvement (TBD)	0.00	12,982.51	-12,982.51	0.00%	0.00	0.00	0.00	0.00%
303 Hotel/Motel Tax	80,425.00	68,796.32	11,628.68	85.54%	95,537.00	37,475.50	58,061.50	39.23%
307 New Pool Construction Fund	35,000.00	29,374.01	5,625.99	83.93%	0.00	0.00	0.00	0.00%
401 Water Fund	2,407,227.00	2,142,964.27	264,262.73	89.02%	2,393,960.00	1,816,586.63	577,373.37	75.88%
402 Wastewater Collection Fund	1,115,243.00	937,491.44	177,751.56	84.06%	1,123,755.00	927,077.64	196,677.36	82.50%
408 Water Reserve Fund	2,372,447.00	342,361.86	2,030,085.14	14.43%	2,228,584.00	102,079.72	2,126,504.28	4.58%
409 Wastewater Reserve Fund	212,312.00	181,236.92	31,075.08	85.36%	205,707.00	113,816.73	91,890.27	55.72%

City of White Salmon
 Budget Summary Report
 As of October 31, 2023

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 83.33%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 83.33%
412 Water Rights Acquisition Fund	192,078.00	153,308.11	38,769.89	79.82%	123,985.00	61,992.12	61,992.88	50.00%
413 Water Bond Redemption Fund	114,482.00	95,725.41	18,756.59	83.62%	111,518.00	95,676.00	15,842.00	85.79%
414 Wastewater Bond Redemption Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
415 Water Bond Reserve Fund	19,251.00	16,666.27	2,584.73	86.57%	0.00	0.00	0.00	0.00%
416 Wastewater Bond Reserve Fund	3,452.00	3,254.20	197.80	94.27%	0.00	0.00	0.00	0.00%
417 Treatment Plant Reserve Fund	27,092.00	17,140.32	9,951.68	63.27%	0.00	0.00	0.00	0.00%
418 Water Short Lived Asset Reserve Fund	137,180.00	116,191.69	20,988.31	84.70%	394,725.00	84,206.71	310,518.29	21.33%
420 USDA Rural Develop. Jewett Water	7,520,100.00	1,384,514.87	6,135,585.13	18.41%	7,670,600.00	1,468,158.00	6,202,442.00	19.14%
601 Remittances	5,191.00	2,593.49	2,597.51	49.96%	5,191.00	2,585.68	2,605.32	49.81%
Total	18,563,596.00	8,397,604.30	10,165,991.70	45.24%	19,823,453.00	8,180,773.76	11,642,679.24	41.27%

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

File Attachments for Item:

P. November 2023 Treasurer Report- Full Report is available under Supporting Documents

City of White Salmon
 Budget Summary Report
 As of November 30, 2023

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 91.67%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 91.67%
001 Current Expense								
Finance					538,343.00	493,866.74	44,476.26	91.74%
Central Services (HR)					86,487.00	66,643.49	19,843.51	77.06%
General Government					152,834.00	83,421.85	69,412.15	54.58%
Building					172,990.00	167,706.37	5,283.63	96.95%
Community Services					1,141,452.00	614,341.42	527,110.58	53.82%
Planning					337,607.00	255,434.75	82,172.25	75.66%
Park					286,916.00	173,966.05	112,949.95	60.63%
Police					1,294,496.00	1,049,264.23	245,231.77	81.06%
Fire					142,515.00	111,059.18	31,455.82	77.93%
001 Current Expense	3,327,085.00	2,694,083.40	633,001.60	80.97%	4,153,640.00	3,015,704.08	1,137,935.92	72.60%
101 Street Fund	938,129.00	318,074.98	620,054.02	33.91%	1,120,071.00	893,433.45	226,637.55	79.77%
108 Municipal Capital Imp. Fund	76,816.00	84,557.45	-7,741.45	110.08%	174,079.00	4,325.95	169,753.05	2.49%
110 Fire Reserve Fund	40,855.00	39,469.99	1,385.01	96.61%	0.00	0.00	0.00	0.00%
112 General Fund Reserve	15,708.00	16,417.62	-709.62	104.52%	0.00	0.00	0.00	0.00%
121 Police Vehicle Reserve Fund	3,585.00	3,746.63	-161.63	104.51%	70,118.00	70,117.05	0.95	100.00%
302 Transportation Improvement (TBD)	21,535.00	19,981.60	1,553.40	0.00%	0.00	0.00	0.00	0.00%
303 Hotel/Motel Tax	80,425.00	77,071.87	3,353.13	95.83%	95,537.00	37,475.50	58,061.50	39.23%
307 New Pool Construction Fund	35,000.00	32,394.14	2,605.86	92.55%	0.00	0.00	0.00	0.00%
401 Water Fund	2,405,780.00	2,376,040.40	29,739.60	98.76%	2,316,283.00	1,918,342.12	397,940.88	82.82%
402 Wastewater Collection Fund	1,115,288.00	1,032,192.60	83,095.40	92.55%	1,133,457.00	962,409.05	171,047.95	84.91%
408 Water Reserve Fund	2,372,447.00	370,954.53	2,001,492.47	15.64%	2,168,584.00	116,049.07	2,052,534.93	5.35%
409 Wastewater Reserve Fund	212,812.00	199,425.53	13,386.47	93.71%	218,923.00	118,588.20	100,334.80	50.00%

City of White Salmon
 Budget Summary Report
 As of November 30, 2023

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 91.67%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 91.67%
412 Water Rights Acquisition Fund	182,425.00	168,713.24	13,711.76	92.48%	123,985.00	61,992.12	61,992.88	50.00%
413 Water Bond Redemption Fund	114,482.00	105,322.61	9,159.39	92.00%	111,518.00	103,596.00	7,922.00	92.90%
414 Wastewater Bond Redemption Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
415 Water Bond Reserve Fund	19,251.00	18,418.57	832.43	95.68%	0.00	0.00	0.00	0.00%
416 Wastewater Bond Reserve Fund	3,452.00	3,608.34	-156.34	104.53%	0.00	0.00	0.00	0.00%
417 Treatment Plant Reserve Fund	27,092.00	18,842.39	8,249.61	69.55%	0.00	0.00	0.00	0.00%
418 Water Short Lived Asset Reserve Fund	137,180.00	128,245.98	8,934.02	93.49%	406,725.00	97,653.49	309,071.51	24.01%
420 USDA Rural Develop. Jewett Water	7,520,100.00	2,195,776.38	5,324,323.62	29.20%	7,670,600.00	2,305,090.63	5,365,509.37	30.05%
601 Remittances	5,237.00	2,687.36	2,549.64	51.31%	5,237.00	2,585.68	2,651.32	49.37%
Total	18,654,684.00	9,906,025.61	8,748,658.39	53.10%	19,768,757.00	9,707,362.39	10,061,394.61	49.10%

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

File Attachments for Item:

A. Ordinance 2023-12-1156 Amending WSMC 2.20 Boards, Committees and Commissions and WSMC 2.21 Hearing Examiner

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



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

COUNCIL REPORT

Public Hearing and Business Item

Needs Legal Review: Yes, completed
 Meeting Date: December 20, 2023
 Agenda Item: Ordinance 2023-12-1156 Amending WSMC 2.20 and 2.21
 Presented By: Stephanie Porter, Clerk Treasurer and
 Shawn MacPherson, City Attorney

Action Required:

The City Council will hold a Public Hearing and discuss potential action on the proposed Ordinance 2023-12-1156 amending WSMC 2.20 Board Committee and Commissions and WSMC 2.21 Hearing Examiner.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance 2023-12-1156 Amending WSMC 2.20 Boards, Committee and Commissions and WSMC 2.21 Hearings Examiner.

Explanation of Issue:

The City Council held a Workshop to discuss the current code surrounding Boards, Committees and Commissions.

The following changes are reflected in the proposed Ordinance:

- Addition of the Transportation Benefit District Advisory Committee to City Operations
- Addition of a White Salmon Resident to the City Operations Committee.
- Community Development will cover housing, real estate, tourism, business development, arts, culture, and community engagement.
- 2 Planning Commission Member are removed from the Community Development Committee.
- Committee will meet on an as needed basis.
- Open Public Meeting Act has been removed for committees and boards.
- Planning Commission will not hear conditional use permits and variances to the zoning ordinance. Removed final decision concerning conditional use permits, variances to the zoning ordinances, and home occupation permits.
- The planning commission will not be the acting board of adjustment.
- Addition of language for the Tree Board to clarify Trees and Shrubs with a trunk diameter larger than 8 inches.
- The Hearing examiner will be given the responsibilities of the board of Adjustments as allowed by RCW 35A.63.170.

Other option discussed by the Personnel/Finance Committee:

The decision of the hearing examiner can be given the effect of a recommendation to the city council.

There is flexibility in the statute, so the City can also structure the hearings examiner system so that decisions on certain things are given the effect of a final decision, and other decisions are given the effect of a recommendation to the city council. Example: Bellingham Municipal Code 2.56.050.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The proposed 2024 budget contains \$2,000 for the use of a hearings examiner related to appeals to the City. If the Council chooses to approve the use of a Hearings Examiner as the Quasi-Judicial power for the city, staff recommends an increase in the Hearing Examiner line item of \$24,000 (8 applications x \$3,000 in hourly services = \$24,000).

**CITY OF WHITE SALMON
ORDINANCE 2023-12-1156**

AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODES CHAPTER 2.20 BOARDS, COMMISSIONS AND COMMITTEES AND WSMC 2.21 HEARING EXAMINER AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City finds that amendments to the makeup of the Community Development Committee will be beneficial; and

WHEREAS, the City finds that amendments to the makeup of the City Operations Committee will be beneficial; and

WHEREAS, the City finds that amendments to the provisions for the Tree Board are necessary; and

WHEREAS, the City finds that amendments to the provisions for a Planning Commission are necessary; and

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

SECTION 1. White Salmon Municipal Code Chapter 2.20 – Boards, Commissions and Committees is amended as follows:

Chapter 2.20 Boards, Commissions, and Committees.

2.20.010 Committees

A. Appointment by mayor.

At the first regular meeting of the city council in January of each year, the Mayor shall, with the advice and consent of the city council, appoint the following standing committees:

1. Personnel and finance committee which shall consist of three members, two of whom shall be members of the city council and one member at large ~~who whom~~ shall be representative of the public and is a resident of the City of White Salmon and are of legal voting age. The mayor and clerk-treasurer, or their designees, shall serve as non-voting ex officio members.
2. City operations committee (parks, health and sanitation, street systems, **Transportation Benefit District**, water and wastewater facilities, fire, and police) which shall consist of two council members **and one White Salmon resident**.

3. Community development committee (~~annexations and real estate, tourism, business development, and housing~~) (housing, real estate, tourism, business development, arts, culture, and community engagement) which shall consist of ~~five~~ three members, two of which shall be members of the city council, ~~two of which shall be members of the planning commission~~ and one of which shall be a member of the White Salmon Arts Council.
4. Lodging tax advisory committee shall consist of five members, two representatives of a business required to collect the lodging tax (hotel/motel tax), two representatives of an activity whose activities are authorized to be funded by the lodging tax (hotel/motel tax); and one representative of the city council who shall be the Chairperson of the lodging tax advisory committee.

B. Creation of committees.

1. The mayor may create other committees with the consent of the council.
2. If a committee is created that is intended to be a standing committee, this code shall be amended to reflect such committee.
3. If a committee is created for which the duration is intended to be no longer than a 5-year period, a resolution identifying the makeup of the committee and its purpose, powers and duties shall be adopted.

C. Committees – Powers and duties.

1. Personnel and finance committee.
 - a. It is the responsibility of the committee to consider and approve draft budget proposals prepared and submitted by city staff, and as may be revised or amended by a majority vote of the committee, and to make recommendations to the city council for the adoption.
 - b. The committee shall advise the city council on matters pertaining to financial affairs of the city.
 - c. The committee shall advise the city council on personnel issues as they relate to the budget.
 - d. The committee is kept apprised by city staff as to the status of union negotiations and union grievances. The representative from the public shall not participate in discussions regarding union negotiations and union grievances.

- e. The committee shall perform such other duties as may be imposed by ordinances or the order of the mayor or city council.
2. City operations committee (parks, health and sanitation, street system, **Transportation Benefit District**, water and wastewater utilities, fire and police).
- a. The committee is kept apprised by city staff on matters pertaining to parks; police and fire; refuse collection; sanitary conditions and health of the city; the conditions of roads, streets, alleyways, and parking facilities; and water and wastewater utility services and infrastructure.
 - b. The committee may recommend measures to the city council they deem proper for the betterment of the city.
 - c. The committee reports on matters referred to them by the mayor or the city council.
 - d. The committee is designated as the utilities comprehensive plan committee and shall represent the city on the multi-jurisdictional water and wastewater committee comprised of the jurisdictions of the city of White Salmon, City of Bingen and the Port of Klickitat which addresses water and wastewater utility services, including capital improvements, and utility service interlocal agreements existing or deemed necessary between the parties.
 - e. **The committee will act as the advisory committee to the Transportation Benefit District.**
3. Community development committee (~~annexations and real estate, tourism, business development, and housing~~) (**housing, real estate, tourism, business development, arts, culture and community engagement**).
- a. The committee is kept apprised by city staff on matters pertaining to tourism and business development, including opportunities for enhancing tourism and business and its overall impact to the city.
 - b. The committee is kept apprised of the city's real properties within and adjacent to city limits and within the White Salmon urban growth area including existing and proposed use of such properties.
 - e. ~~The committee is kept apprised of existing and future annexation policies and the general impact of annexation to city infrastructure and municipal services.~~

- dc.** The committee is kept apprised of matters pertaining to housing developments and issues related to housing within and adjacent to the city limits and within the White Salmon urban growth area.
- ef.** The committee may recommend measures to the city council and/or the planning commission they deem proper for the betterment of the city.
- fg.** The committee reports on matters referred to them by **the mayor or** the city council.

4. Lodging tax advisory committee.

- a. The lodging tax committee shall review proposals for changes in the hotel/motel tax authorized in Chapter 3.50, including increases or decreases in the rate of tax, the repeal of an exemption to the hotel/motel tax, or a change in the use of the monies accumulated in the Hotel/Motel Tax Fund, as required in RCW 67.28.1817.
- b. The lodging tax committee may establish programs and procedures whereby parties may apply for grants from the Hotel/Motel Tax Fund for tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities. Any grants under such programs must be approved by the City Council.
- c. Pursuant to RCW 67.28.1817, the lodging tax advisory committee shall review any proposal described in that section, and shall submit comments on the proposal, which comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the Hotel/Motel Tax Fund.

D. Committees – Meetings.

All committees will meet on an as needed basis. No official public comment will be taken at committee meeting and no legislative or quasi judicial decision making will take place at any committee meeting.

The Open Public Meeting Act will only apply to committees as required by state law.

~~All committee meetings are presumed to be open and subject to the Washington Open Public Meetings Act (OPMA), RCW Chapter 42.30, if the committee is taking public testimony or comment or making decisions (adjudicative or legislative) on behalf of the council. Meetings that involve mere fact-finding, staff conferences and~~

~~reporting to council without public testimony or comment are not typically subject to the OPMA.~~

2.20.020 Commissions.

A. Creation or Establishment of Commissions.

Commissions shall be created or established as required by state statute with the consent of the city council.

B. Planning Commission.

1. Created - Membership.

There is created a city planning commission to be known as the "White Salmon City Planning Commission," pursuant to the provisions of RCW 35.63.020, et seq., which planning commission shall consist of five members to be appointed by the mayor and confirmed by the city council, and that not more than one-third of which number of appointees may be ex officio members by virtue of office held in the city, pursuant to the provisions of RCW 35.63.030. At least three members of the planning commission shall be residents of the ~~city~~ **City** of White Salmon. If a matter is scheduled to come before the city planning commission, and there is not a meeting held to consider the matter, the matter shall be referred directly to the city council at its next regularly scheduled meeting, which allows for proper notice as required by Washington statutes and city ordinances.

2. Appointment - Terms

Members of the planning commission shall be appointed or reappointed for terms of four years. All appointments and/or reappointments provided for herein shall be made by the mayor and confirmed by the city council. Upon the resignation or removal of any planning commission, the successor shall be appointed for the remainder of the unexpired term.

3. Powers and duties - Statutory authority.

There is vested in the planning commission the statutory powers as set forth under RCW 35A.63.020 and the following additional powers and duties:

~~a. — Hold public hearings and make final decisions concerning conditional use permits and variances to the zoning ordinance. In making final decision concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the planning commission shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code.~~

ba. Hold public hearings and make findings and recommendations to the city council on subdivision applications, comprehensive plan amendments and zone changes.

~~**e.** Give final written permission for home occupation permits under Chapter 17.56 of the White Salmon Municipal Code.~~

db. The city council may refer to the planning commission for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in Chapter 35.63 RCW, and the commission shall promptly report to the council thereon, making such recommendations and giving such counsel as it may deem proper.

4. Operation.

a. The planning commission shall elect its own chair and vice chair annually.

b. The commission will have two regular monthly meeting dates upon which it will convene to do business as necessary in response to citizen or city council requests. Business shall be conducted in accordance with state law and rules adopted by the planning commission.

c. Written record shall be kept of all meetings, transactions, findings, and determinations, which record shall be of public record.

C. Civil Service Commission.

1. Powers and duties.

a. The civil service commission shall have all the powers of and perform each and all the duties specified by Chapters 41.08 and 41.12 RCW, together with any duties or authority which may hereafter be conferred upon them by the laws of the State of Washington; the performance of such duties and exercise of such authority to be subject to each and all limitations expressed in such legislative enactment or enactments.

b. The civil service commission shall make general rules and regulations implementing this chapter and state laws relating to civil service commissions in cities.

2. Appointment of commissioners.

The mayor of the City of White Salmon shall appoint three commissioners with confirmation of the city council. The members of the civil service commission shall:

- a. Serve without compensation;
- b. Be citizens of the United States;
- c. Be residents of the City of White Salmon for at least three years immediately preceding appointment;
- d. Be an elector of Klickitat County;
- e. Serve for a term of six years with multiple terms permissible;
- f. Devote due time and attention to the performance of the duties specified by this chapter and RCW Chapter 41.12.

3. Removal of commissioners.

A commissioner may be removed from office by the entity or official who appointed him/her, for incompetence, dereliction of duty, malfeasance in office, or other good cause: provided, however, that no member of the commission may be removed until charges have been preferred, in writing, due notice and a full hearing provided.

4. Quorum, voting, political parties.

Two members of the commission shall constitute a quorum and the votes of any two members concurring shall be sufficient for decision on all matters. At the time of any appointment, not more than two commissioners may be members of the same political party.

5. Exempted positions.

The position of chief of police is exempted from the classified civil service of the city per RCW 41.12.050.

3.20.030 Boards.

A. Creation or Establishment of Boards.

Boards shall be created or established as required by state statute or upon the recommendation of the mayor with the consent of the city council.

B. Tree Board.

1. Creation and Establishment of a City Tree Board.

There is hereby created and established a City Tree Board for the City of White Salmon, Washington which shall consist of five members, two of which shall be city council members and three shall be citizens and residents at large of this city, who shall be appointed by the mayor with the approval of the city council.

2. Term of Office.

The term of the five persons to be appointed by the mayor shall be three years. In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.

3. Compensation.

Members of the board shall serve without compensation.

4. Duties and Responsibilities.

It shall be the responsibility of the board to study, investigate, develop, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees with a trunk diameter larger than 8 inches and shrubs with a trunk diameter larger than 8 inches in parks, along streets and in other public areas. Such plan shall be reviewed and/or updated biannually, or as needed. All revisions shall be presented to the city council for acceptance and approval and thereafter shall constitute the official comprehensive city tree plan for the City of White Salmon, Washington.

The board, when requested by the city council, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work.

5. Operation.

The board shall choose its own officers, make its own rules and regulations that shall be approved by the city council, and keep a journal of its proceedings. A city staff member will attend and support all meetings. The board shall meet on an as needed basis. A majority of the members shall be a quorum for the transaction of business. The city tree board shall be considered a public agency and shall observe the laws relating thereto, primarily those set forth in the Washington Open Public Meetings Act, RCW Chapter 42.30 and the Washington Public Records Act, RCW Ch. 42.56.

C. CityLab Board.

1. Purpose and intent.

The City of White Salmon is committed to cultivating and preserving a community that emphasizes inclusion and connectedness. The collective sum of the individual differences, life experiences, knowledge, innovation, self-expression and connections that our residents invest into building this community represents the level to which the city engages with and empowers its residents. The board will serve as a vehicle to harness this collective energy towards continually focusing policy proposals and initiatives back to achieving the core aims as outlined in the Comprehensive Plan and other visioning documents adopted by the City Council, such as the Climate Crisis Resolution (Resolution 2021-03-517), Diversity Resolution (Resolution 2019-06-489) and AARP Network of Age-Friendly States and Communities Membership.

The city wants feedback and input in considering how all citizens within the community are impacted by decisions of the City, including black, indigenous, and persons of color, who have historically been missing from civic engagement. The City of White Salmon values diversity and creating an inclusive community where all residents are treated fairly and equitably.

2. Definitions.

- a. “City of White Salmon” is defined as the area within the established city limits of the City of White Salmon.
- b. “White Salmon Urban Exempt Area” is defined as the area outside the city limits of the City of White Salmon, and defined by the Columbia River Gorge National Scenic Area Act.
- c. “Columbia Gorge Tribal Representative” is defined as a member of one of the following tribes: Confederated Tribes of the Warm Springs, Confederated Tribes and Bands of the Yakama Nation, Nez Perce Tribe, and the Confederated Tribes of Umatilla Indian Reservation.
- d. “High School Student” is defined as a high school in the White Salmon Urban Exempt area that supports both the City of White Salmon and the White Salmon Urban Exempt Area.

4. Creation and establishment of a CityLab board.

There is, hereby, created and established a CityLab Board for the City of White Salmon, Washington, which shall consist of up to 10 members, two shall be city council members and three City of White Salmon residents. The remaining five

members can consist of residents in the White Salmon Urban Exempt Area, Columbia Gorge tribal representatives, High School Students, or other regionally appropriate stakeholders. All shall be appointed by the mayor with the approval of the council. Any member may be removed from the board with a recommendation from the mayor and the approval of the council.

5. Term of office.

The term of the ten persons to be appointed by the mayor shall be two years. A High School Student representative could be a one- or two-year term (Junior or Senior). In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for a two-year term.

6. Compensation.

Members of the board shall serve without compensation.

7. Duties and Responsibilities.

a. It shall be the responsibility of the board to take direction from the Mayor and/or City Council on items the board may study, investigate, or provide guidance in order to develop and recommend ordinances, resolutions, and/or building code changes that support the adopted Comprehensive Plan and other visioning documents approved by the City Council. The Board will operate under a clear Scope of Work or Outline that will be amended as needed.

b. All recommendations will consider how all citizens within the City are impacted, including black, indigenous, and persons of color, and persons of all abilities.

c. All recommendations will be routed to the city council or the planning commission based on staff recommendation.

d. The CityLab Board, when requested by the mayor or the city council, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work.

8. Operation.

The board shall select a chairperson, ~~and keep a record of its proceedings. The board shall meet at least quarterly but no more than monthly. A majority of the members shall be a quorum for the transaction of business.~~ A city staff member will attend and support all meetings. ~~The CityLab Board shall be considered a public agency and shall observe the laws relating thereto,~~

~~primarily those set forth in the Washington Open Public Meetings Act, RCW 42.30 and the Washington Public Records Act, RCW 42.56.~~

- D. Board of Appeals.
 - 1. Purpose and intent.
 - a. All properly filed appeals pursuant to the adopted building codes in WSMC [Title 15](#) shall be heard by the board of appeals created by this code. The board shall have no authority to review administrative decisions or grant modifications to the provisions of any administrative chapter as adopted by [Title 15](#), nor can the board waive a code requirement.
 - b. The board of appeals shall hear appeals from the building official's interpretation of the adopted building codes, determinations of suitable alternative methods and materials, and any other appeal delegated to a board of appeals pursuant to the state building codes, including but not limited to the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing code, the International Fire Code, the Ventilation and Indoor Air quality code, the Washington State Energy code, the Uniform Code for the Abatement of Dangerous Buildings, and any and all other codes adopted pursuant to the direction and authority of Chapter 19.27 RCW.
 - c. The provisions of the state building codes as adopted by the city are not intended to prevent the use of any material, alternate design of construction not specifically prescribed by those codes, provided any alternative has been approved and its use authorized by the building official or on appeal or request for review by the board of appeals.
 - d. In the event that there is an inconsistency between the terms of the building codes adopted by the city and the terms of this code, the terms in this code shall prevail.
 - 2. Creation and establishment. There is hereby established a City of White Salmon Board of Appeals to consist of three members who are qualified by experience and training to pass upon any order, decision or determination of the city building official. The technical expertise of board members shall be supplied through training or experience as an architect, builder, general contractor, developer, fire inspector, mechanical engineering, electrician, plumber, or structural engineer. The board members shall be active, practicing members of one of the prior listed disciplines or professionals and shall reside in Klickitat or Skamania County.
 - 3. Term of office. The members shall be appointed by the mayor and approved by the city council upon application duly made and presented and shall serve for a term of three years.
 - 4. Board of appeals procedures.

- a. The board of appeals shall convene at such time as it is necessary to address matters to be heard under WSMC [Section 15.04.025](#) and IBC Section 113.
 - b. Executive sessions. Executive sessions of the board may be called pursuant to the State Open Public Meetings law by the chair or vice chair of the board and are not open to the public.
 - c. Public notice. Public notice shall be given of all meetings. No hearing shall be scheduled until fifteen calendar days after the required hearing notifications are mailed. Meetings are open to the public.
 - d. Department/interested party. At any public meeting, representatives from the city and any other interested party may appear in person, by agent or by attorney, offer evidence and testimony and cross-examine witnesses. All evidence and testimony shall be presented publicly. The board may take judicial notice of facts to the same extent and in the same manner as courts of record and may consider relevant facts within the personal knowledge of any member of the board that are stated into the record by such member.
 - e. Recording. All meetings before the board shall be recorded.
 - f. Compensation. The board shall receive no compensation regardless of the number or type of cases heard.
 - g. Removal. Board members shall be removed from office by the city council prior to the end of their terms for just cause. Any member who is unavailable for three consecutive appeal hearings shall be automatically removed.
 - h. Conflict of interest. Members with a material or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters. The appearance of fairness doctrine as now codified or as hereafter amended by the state of Washington shall apply to board proceedings.
5. Power and duties of the board.
- a. The board may adopt rules and procedures governing all proceedings consistent with the provisions set forth herein. The rules and regulations may include meeting location, meeting time, procedures, content of a complete appeal application and time to be allotted for each case.
 - b. Burden of proof.
 - i. The appellant bears the burden of proof in any proceeding before the board. If there is insufficient evidence of compliance with any of the provisions of the code or evidence that any material or construction does not conform to the requirements of the code, the appeal from the building official shall be denied.
 - ii. The board may continue any proceeding in order to permit the appellant to provide proof of compliance through tests conducted in accordance with general engineering practice and best scientific evidence. Such tests shall be made by the appellant and at no

expense to the city. Test methods shall be as specified by the applicable building code or by other recognized testing standards. If there are not recognized and accepted test methods for the proposed alternate, testing method shall utilize generally accepted engineering practice and best scientific method. Reports of such tests shall be retained and made a part of the record of the proceedings.

- c. Decision of the board.
 - i. The board shall render formal written decisions within fifteen business days of the date of the hearing. Every decision of the board shall be based upon findings of fact and every finding of fact shall be supported in the record of its proceedings. The building official shall take immediate action in accordance with the decision of the board.
 - ii. Copies of the decision shall be forwarded to the appellant, or their attorney of record, a copy shall be placed in the appeal file and copies shall be made available to any person as a matter of public information. Decisions shall be filed with the building department as a matter of public record.
- d. Appeals from decisions of the board.
 - i. The filing of a land use petition for review shall not stay proceedings upon the decision appealed, but the court may grant a stay in accordance with the Land Use Petition Act.
 - ii. All decisions of the board may be appealed pursuant under the Land Use Petition Act to the Klickitat County Superior Court.

SECTION 2. White Salmon Municipal Code Chapter 2.21 – Hearing Examiner is amended as follows:

Chapter 2.21 - HEARING EXAMINER

2.21.010 - Created—Powers and duties.

A. There shall be a hearing examiner for the city. Known as the "City of White Salmon Hearing Examiner," the position is established to provide an efficient and effective administrative adjudicatory system for acting upon quasi-judicial matters and reviewing contested administrative determinations.

~~B. Except for amendments to the comprehensive plan, zoning code or zoning map, the hearing examiner may be empowered to hear and decide any adjudicative land use proceeding or appeal arising from White Salmon Municipal Code Titles 16, Land Divisions, 17, Zoning, and 18, Environment.~~

B. Pursuant to RCW 35A.63.170, the City of White Salmon Hearing Examiner is vested with the authority to:

i. Hold public hearings and make final decisions concerning conditional use permits and variances to zoning ordinances. In making final decisions concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the hearing examiner shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code.

ii. Except for amendments to the comprehensive plan, zoning code or zoning map, the hearing examiner may be empowered to hear and decide any adjudicative land use proceeding or appeal arising from White Salmon Municipal Code Titles 16, Land Divisions, 17, Zoning, and 18, Environment.

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

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

2.21.020 - Appointment—Removal.

A. The hearing examiner shall be appointed by the mayor and confirmed by the council. Appointments may occur on a case-by-case basis or for longer terms not to exceed three years.

B. The party appointed to serve the city in this role must be an experienced attorney, with expertise presiding over hearings often involving private citizens without counsel, in matters typically addressing land use, planning, code enforcement, and development issues. The examiner must be familiar with due process, appearance of fairness rules, applicable Washington State law and become familiar with the City of White Salmon development codes and other relevant codes, ordinances, regulations and policies.

C. The hearing examiner may be removed by the council at any time. Upon request of the hearing examiner proposed for removal, the council may hold a hearing on the removal before it becomes effective.

D. Vacancies in the hearing examiner position shall be filled as soon as possible.

2.21.030 - Optional use of hearing examiner.

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

2.21.040 - Challenges to optional use of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, challenging the city council's optional use of the hearing examiner.
- B. The hearing examiner shall rule on the affidavit prior to making other rulings and prior to the hearing.
- C. The hearing examiner may remand the matter back to the city council to reconsider the use of the adjudicative or appellate authority the council originally empowered the hearing examiner to replace.

2.21.050 - Conflict of interest.

The hearing examiner shall not conduct or participate in any hearing or decision in which they have a direct or indirect personal interest, which might exert such influence upon the examiner that might improperly interfere with the decision-making process. Any actual or potential conflict of interest shall be disclosed to the parties immediately upon discovery of such conflict and the examiner shall abstain from any further proceedings in the matter unless all parties agree in writing to have the matter heard by that hearing examiner.

2.21.060 - Disqualification of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, stating that such party cannot have a fair and impartial hearing by reason of the hearing examiner's personal bias or prejudice.
- B. The hearing examiner shall rule on the affidavit only after ruling on a challenge brought under [Section 2.21.050](#), above and prior to making other rulings and prior to the hearing.

- C. The hearing examiner may enter an order of disqualification to in the event of personal bias or prejudice or to preserve the appearance of fairness.

2.21.070 - Legal counsel for hearing examiner.

General legal advice to the hearing examiner will be provided by the city attorney, except that in a contested case where the city will be represented by the city attorney, the mayor with input from the city council may appoint independent counsel to render legal advice to the hearing examiner, the cost of which shall be borne by the city.

2.21.080 - Noninterference in performance of duties.

No person shall attempt to interfere with or improperly influence the hearing examiner in the performance of designated duties. This provision shall not prohibit the city attorney from providing legal advice to the hearing examiner.

2.21.090 - Decisions—Hearing examiner conduct.

Each final decision of a hearing examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Such findings and conclusions shall also set forth the manner in which the decision would carry out and conform to the city's comprehensive plan and the city's development regulations. Each final decision of the hearing examiner, unless a longer period is mutually agreed to in writing by the applicant and the hearing examiner, shall be rendered within ten working days following conclusion of all testimony and hearings.

2.21.100 - Decisions—Finality and appeals.

The action by the hearing examiner on a matter shall be final and conclusive unless an appeal is timely filed in accordance with RCW 36.70C, Judicial Review of Land Use Decisions.

2.21.110 - Fees.

Each application brought before the hearing examiner shall be accompanied by payment of a fee which shall be set by resolution of the city council.

SECTION 3 – SEVERABILITY. If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Chapter.

SECTION 4– EFFECTIVE DATE. This ordinance shall take effect five days following the date of its publication by summary.

Passed by the **PASSED** by the City Council of the City of White Salmon at a regular meeting this 20th day of December 2023.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk/Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

B. Ordinance 2023-12-1157 Amending the 2023 Annual Budget No.4

1. Presentation

2. Public Hearing

3. Discussion and Action



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

COUNCIL REPORT

Public Hearing and Business Item

Needs Legal Review: Yes, completed
 Meeting Date: December 20, 2023
 Agenda Item: 2023 Budget Amendment No 4
 Presented By: Stephanie Porter, Clerk Treasurer

Action Required:

Review staff presentation and receive public comment regarding the proposed Budget Amendment No 4 for the annual budget for fiscal year 2023.

Motion:

Motion to adopt Ordinance 2023-12-1157 Amending the Budget for the City of White Salmon for Fiscal Year Ending December 31, 2023.

Explanation of Issue:

The following adjustments affected all funds:

Salary Adjustments to reflect paid to date and projection for the last payroll of the year.
Investment Interest revenue projection increased in most all accounts that have investments.

General Fund (Current Expense) Fund 001

REVENUE

Revenue Increased:

Business Licensing:	\$27,000 to \$31,000
Utility Tax Revenue:	
Water:	\$266,278 to \$303,685
Wastewater:	\$165,219 to \$185,606
Building Permits	\$35,000 to 57,462
Zoning and Subdivision Fee	\$18,000 to \$18,456
Plan Review Fee	\$20,000 to \$20,020

Revenues reduced:

Plumbing Permits	\$6,750 to \$3,700
Street and Curb Permits	\$2,000 to \$1,500

EXPENDITURES

Expenditures planned for 2023 (use of existing funds will carryover to 2024 if not expended): \$0 transfers

Moved to Finance and Building Office/Building Supplies from Finance Contract Services:

5 Tablets for the council chambers to make council meetings paperless.
Conference room painting (upstairs completed/downstairs planned for December at City Hall)
City Hall Lobby Painting
Elkay Water Dispenser for Council Chamber and City Hall

Moved to Park Building Supplies from Park Seasonal Supplies:

Changing tables in both park bathrooms and Council Chambers

EXPENDITURES

Expenditures Reduced:

Judicial Services – Court Costs \$31,500 to \$13,000

Expenditures Increased:

Finance – Property Recording Fees \$0 to \$546

Rheingarten Park Title Record

Legislative – Equipment \$1,023 to \$1,500

Council Tablets

Building – Computer Services \$36,139 to \$46,610

Brightly 2024 Annual Payment

Planning – Contract Services \$85,802 to \$98,139

Increase to Legal Services and DCG/Watershed On/Call Planning

Planning – Critical Areas Ordinance \$26,744 to \$43,900

Increase to accounting for Scope of Work for Heritage Tree Ordinance Consultant (pending Council Approval in January)

Park – Water Utilities \$28,775 to \$40,291

Budget projections under-estimated the 3rd tier water use financial impact

Fire – Contract Services \$15,000 to \$19,461

WKRFA Information Postcard Postage

2023 Carryover Projects – Remaining Fund will be carried over to 2024:

Regional Housing Rehabilitation

Bluff Pedestrian Trail Project

Shoreline Master Plan (Depending on Department of Ecology’s Completion of Review)

Housing Consultant Services (HAP Implementation)

Critical Areas Ordinance (Pending Council review of a Heritage Tree Ordinance Scope of Work)

Community Services – Mural and Supply Budget will carryover

Unused ARPA Funding (Will present more at meeting on details of requirements)

Street Fund 101

REVENUE

Revenue Increased:

Utility Tax Revenue:

Water: \$133,139 to \$150,405

Wastewater: \$66,088 to \$76,205

Revenues reduced:

Street – Fuel Tax \$48,082 to \$45,392

Grant funding:

No changes to revenue at this time – we will see an increase from TIB funding once the Garfield Project is completed – it is not accounted for because we have not received an award letter for the increase at this time.

The Chip Seal Project has been completed and submitted for TIB Reimbursement. Project Cost reduction results in a lower match fund requirement.

EXPENDITURE

Expenditures Reduced:

Street Engineering \$10,000 to \$0

Street Contract Services \$7,625 to 3,500

Street Equipment Rental \$3,000 to \$1,500

Street Building Maintenance \$5,000 to \$1,500

Expenditures Increased:

Street Vehicle Repair Services	\$9,500 to \$10,619
<i>Sweeper Repairs</i>	
Street Lights Electricity	\$16,539 to \$17,322
Street – TIB Project Cost	\$299,963 to \$169,819
<i>Actual Cost of project</i>	

2023 Carryover Projects – Remaining Fund will be carried over to 2024:

- Garfield Project (TIB Funding will likely not be received until 2024)
- Land Acknowledgement Sign
- Sweet Gum Tree Improvements

Municipal Capital Improvement Fund 108

REVENUES

Revenue Increased:

Real Estate Excise Tax	\$59,000 to \$71,534
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EXPENDITURES

Expenditures Increased:

MCI Council Chamber Flooring	\$0 to \$15,000
<i>Council Chamber Carpet Replacement</i>	

Fire Reserve Fund 110

EXPENDITURES

Expenditure Increased:

Fire Hall Flooring	\$0 to \$15,000
<i>Fire Hall Carpet Replacement</i>	

Water Fund 401

REVENUE

Revenue increased:

Water Sales	\$2,218,990 to \$2,393,219
Water Other Fees	\$4,000 to \$4,236
Investment Interest	\$4,583 to \$7,069

EXPENDITURE

Expenditure increased:

Chemical/Lab Supplies	\$25,000 to \$26,476
Fuel	\$17,000 to \$19,476
Century Link	\$5,900 to \$5,958
Electric Utility	\$49,787 to \$67,613
Water Utility	\$2,635 to \$3,914
External Utility Taxes	\$100,000 to \$111,198
Water Utility Taxes to Street	\$133,140 to \$155,998
Water Utility Taxes to CE	\$266,278 to \$313,871

Expenditure decreased:

Salaries	\$344,972 to \$254,800
Benefits	\$176,447 to 118,881
Construction Supplies	\$5,500 to \$3,500
Water Pipes Valves	\$10,000 to \$6,000
Water Travel Training	\$9,500 to \$5,000
Water Jewett Asphalt Project	\$45,000 to \$43,040

Wastewater Fund 402

REVENUE

No changes to revenue anticipated.

EXPENDITURE

Expenditure Decreased

Pipe, Valve Fittings	\$869 to \$100
Vehicle Repair Supplies	\$4,537 to 2,300
Travel and Training	\$5,878 to \$2,300
Electric Utility	\$3,606 to \$3,240
NW Natural Utility	\$2,101 to \$1,858
Dues and Subscriptions	\$711 to \$100

Expenditure increased:

Fuel	\$1,023 to \$1,150
Building Repair	\$5,900 to \$5,958
Water Utility	\$2,689 to \$2,808
Water Utility Taxes to Street	\$66,088 to \$76,452
Water Utility Taxes to CE	\$165,219 to \$187,226

Water Reserve Fund 408

REVENUES

Revenue Increased:

Investment Interest	\$4,732 to \$5,432
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2023 Carryover Projects – Remaining Fund will be carried over to 2024:

- Water System Plan
- N Main Booster Pump Station

Wastewater Reserve Fund 409

REVENUES

Revenue Increased:

Investment Interest	\$23,314 to \$28,117
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2023 Carryover Projects – Remaining Fund will be carried over to 2024:

- SCADA Engineering and Construction
- Jewett Manhole Engineering and Construction
- Wastewater Capital Improvement Plan
- Garfield Stormwater Line Replacement

Treatment Plant Reserve Fund 417

REVENUES

Revenue Increased:

Investment Interest	\$16,592 to \$19,045
Transfers (for WW Connections)	\$0 to \$1,500

Revenue Decreased:

Connections	\$10,500 to \$0
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Water Short Lived Assets Reserve Fund 418

REVENUES

Revenue Increased:

Investment Interest	\$8,874 to \$11,995
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2023 Carryover Projects – Remaining Fund will be carried over to 2024:

SCADA Engineering and Construction
SCADA Fiberlink

USDA Rural Development Fund 420

2023 Carryover Projects – Remaining Fund will be carried over to 2024:

Mainline Phase I Project

Follow Up Action:

The annual budget will be updated upon approval of council.

The proposed line-item budget can be found under the December 20 council meeting under Supporting Documents.

As the last budget amendment of the year, there will be minor changes to the line items as the final known payments are entered for the December 20, 2023 account payable check run. A final amended version of this council report, Ordinance and Line item will be provided to the City Council by 9am on Wednesday, December 20, 2023.

CITY OF WHITE SALMON

ORDINANCE NO. 2023-11-1157

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF WHITE SALMON, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, the City Council of the City of White Salmon has reviewed its 2023 budget and changes in its revenue sources and expenditure requests and has determined that changes to the 2023 budget are appropriate; and

WHEREAS, the proposed budget amendments do not exceed the lawful limit of taxation allowed by the law to be levied on the property within the City of White Salmon for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being necessary to carry on the government of the City of White Salmon for the fiscal year and being sufficient to meet the various needs of the City of White Salmon during the fiscal year.

WHEREAS, the presented budget amendments align with the financial policies adopted by the City of White Salmon and the State of Washington; and

WHEREAS, the budget was presented to the City Council at their regularly scheduled meeting on December 20, 2023; and

WHEREAS, the city council held a Public Hearing at their regularly scheduled meeting on December 20, 2023;

NOW, THEREFORE, the City Council of the City of White Salmon do ordain as follows:

Section 1. The budget for the City of White Salmon, Washington for the year 2023 as amended is hereby adopted in its final form and content.

Section 2. Estimated resources, including cash balances for each separate fund of the City of White Salmon, for all such funds combined for the year 2023 are set forth in summary below and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Fiscal Year Budget:

Key: ~~Bold and Strike through~~ means repealed. Bold and underline means new.

001 Current Expense

Beginning Cash	1,422,061
Revenue	3,327,085 <u>3,352,488</u>
Interfund Transfers In	0
Appropriations	3,916,140 <u>3,930,460</u>
Interfund Transfers Out	237,500
Ending Cash	595,506 <u>606,589</u>

101 Street Fund

Beginning Cash	258,725
Revenue	938,129 <u>838,974</u>
Interfund Transfers In	0
Appropriations	1,120,071 <u>977,384</u>
Interfund Transfers Out	0
Ending Cash	76,783 <u>120,315</u>

108 Municipal Capital Improvement Fund

Beginning Cash	468,153
Revenue	76,816 <u>92,886</u>
Interfund Transfers In	0
Appropriations	174,079 <u>189,079</u>
Interfund Transfers Out	0
Ending Cash	370,890 <u>371,960</u>

110 Fire Reserve

Beginning Cash	339,505
Revenue	15,855
Interfund Transfers In	25,000
Appropriations	0 <u>15,000</u>
Interfund Transfers Out	0
Ending Cash	380,360 <u>365,360</u>

112 General Fund Reserve

Beginning Cash	345,084
Revenue	15,708 <u>18,029</u>
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	360,792 <u>363,113</u>

121 Police Vehicle Reserve Fund

Beginning Cash	153,184
Revenue	3,585 <u>4,115</u>
Interfund Transfers In	0
Appropriations	70,118
Interfund Transfers Out	0
Ending Cash	86,651 <u>87,181</u>

302 Transportation Improvement Fund

Beginning Cash	0
Revenue	21,535
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	21,535

303 Hotel/Motel Taxes

Beginning Cash	175,488
Revenue	80,425 81,156
Interfund Transfers In	0
Appropriations	95,537
Interfund Transfers Out	0
Ending Cash	160,376 162,007

307 New Pool Construction Fund

Beginning Cash	2,564
Revenue	0
Interfund Transfers In	35,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	37,564

401 Water Fund

Beginning Cash	220,332
Revenue	2,405,780 2,583,221
Interfund Transfers In	0
Appropriations	1,902,077 1,843,387
Interfund Transfers Out	414,206
Ending Cash	309,829 545,960

402 Wastewater Collection Fund

Beginning Cash	273,404
Revenue	1,115,288
Interfund Transfers In	0
Appropriations	947,959 993,124
Interfund Transfers Out	185,498
Ending Cash	255,235 210,070

408 Water Reserve Fund

Beginning Cash	155,037
Revenue	2,035,160 2,005,062
Interfund Transfers In	337,287
Appropriations	2,166,584 2,168,584
Interfund Transfers Out	0
Ending Cash	358,900 328,802

409 Wastewater Reserve Fund

Beginning Cash	585,250
Revenue	27,314 <u>32,117</u>
Interfund Transfers In	185,498
Appropriations	218,923 <u>181,423</u>
Interfund Transfers Out	0 <u>1,500</u>
Ending Cash	579,139 <u>619,942</u>

412 Water Rights Acquisition Fund

Beginning Cash	378,025
Revenue	182,425
Interfund Transfers In	0
Appropriations	123,985
Interfund Transfers Out	0
Ending Cash	436,465

413 Water Bond Redemption Fund

Beginning Cash	65,264
Revenue	2,964 <u>3,402</u>
Interfund Transfers In	111,518
Appropriations	111,518
Interfund Transfers Out	0
Ending Cash	68,228 <u>68,666</u>

414 Wastewater Bond Redemption Fund

Beginning Cash	11,526
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	11,526

415 Water Bond Reserve Fund

Beginning Cash	107,092
Revenue	4,656 <u>5,576</u>
Interfund Transfers In	14,595
Appropriations	0
Interfund Transfers Out	0
Ending Cash	126,343 <u>127,263</u>

416 Wastewater Bond Reserve Fund

Beginning Cash	75,839
Revenue	3,452 <u>3,963</u>
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	79,291 <u>79,802</u>

417 Treatment Plant Reserve Fund

Beginning Cash	365,995
Revenue	<u>27,092 19,045</u>
Interfund Transfers In	<u>0-1,500</u>
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>393,087 386,540</u>

418 Waster Short Lived Asset Reserve Fund

Beginning Cash	279,358
Revenue	<u>8,874 11,995</u>
Interfund Transfers In	128,306
Appropriations	406,725
Interfund Transfers Out	0
Ending Cash	<u>9,813 12,934</u>

419 Water Construction Fund

Beginning Cash	0
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	0

420 USDA Rural Development

Beginning Cash	150,500
Revenue	7,520,100
Interfund Transfers In	0
Appropriations	7,670,600
Interfund Transfers Out	0
Ending Cash	0

601 Remittances

Beginning Cash	0
Revenue	<u>5,237 5,251</u>
Interfund Transfers In	0
Appropriations	<u>5,237 5,251</u>
Interfund Transfers Out	0
Ending Cash	0

Total All Funds

24,487,070 24,584,473

Less Interfund Transfers

837,204 837,204

Net Total

23,649,866 23,747,269

Section 3. The City Clerk Treasurer is directed to transmit a certified copy of the budget hereby amended to the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance shall take effect and be in force five (5) days after its publication according to law.

Passed by the council and approved by the Mayor on this 20th day of December, 2023.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney

DRAFT

File Attachments for Item:

C. Ordinance 2023-12-1154 Amending WSMC 17 Zoning

1. Presentation

2. Discussion

3. Action



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

COUNCIL REPORT

Business Item

Consent Agenda

Legal Review:
Meeting Date:
Agenda Item:

Completed
December 20, 2023
Second Reading relating to Ordinance No. 2023-12-1155 Housing Action Plan * Title 17 Code Changes
Troy Rayburn, City Administrator
Dr. Michael Mehaffy, Housing Action Plan Consultant

Action Sought:

Approval of Ordinance No. 2023-12-1155 relating to Title 17 – Zoning / Code Changes.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance No. 2023-12-1155 AMENDING TITLE 17 Zoning REVISING CHAPTERS 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, AND 17.72.

Background Information / Explanation of Issue:

City Council met on December 6, 2023, under first reading to hear and consider proposed changes to Ordinance No. 2023-12-1155. Public testimony was taken both in-person and via Zoom. A total of six White Salmon residents testified. In addition, the city clerk provided the Mayor and City Council with a copy of public testimony submitted in writing via email prior to the Council convening. All public testimony has been entered into the public record.

Housing Action Plan consultant, Michael Mehaffy, presented the proposed code changes to Title 17. The proposed edits are the result of prior work sessions with both City Council and the Planning Commission, a presentation to and consultation from CityLab, a Planning Commission public hearing, and extensive public outreach, including media coverage, different types of public surveys to receive citizen feedback, meetings with building applicants, hosted on online conversations (Mayor’s Lets Talk), a May 18 informational open housing and walking tour of housing types in White Salmon, and a second informational open house on November 28.

The following bulleted highlights are an updated overview of the code changes as discussed with City Council on December 6. Dr. Mehaffy will present in more detail at second reading on December 20.

Please see attached revised ordinance for more specificity. **Note:** The December 6 changes are shown in blue text in the updated draft ordinance. Proposed changes from previous draft are in red.

- Modified the provision for reduced parking within 1/4 mile of a transit stop, to instead apply only within core zones of C (Commercial) and R-3 (Multi-Family Residential), per stated preference of several Council members.
- Increased allowable number of ADUs to two in R-1 and RL, consistent with State law and stated preference of several Council members.
- Added specific provision for measuring height along Jewett Street to 35 feet from the average sidewalk grade, per stated preference of several Council members.

- Added definitions, e.g. for "shared parking" and "binding agreements", per public comments.
- Clarified several redundancies and conflicts, and streamlined language.

Council Options:

- Adopt the proposed ordinance as presented
- Adopt the proposed ordinance with amendments
- Refer the ordinance back to staff for further work
- Make no changes to City Code Title 17 relating to Zoning

Fiscal Analysis

There is no identified cost to city.

Recommendation of Staff:

Adoption of Ordinance No. 2023-12-1155 relating to Title 17 Code Changes. If passed, the new code changes would become effective on January 1, 2024, to accommodate legal publication and public notification that the ordinance was passed by the city council.

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-12-1155**

AN ORDINANCE AMENDING TITLE 17 OF THE WHITE SALMON MUNICIPAL CODE BY REVISING CHAPTERS 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, AND 17.72, TO UPDATE PROVISIONS OF THE ZONING CODE.

WHEREAS, the City of White Salmon (“City”) acknowledges the need to update its residential zoning regulations to better reflect the current needs of citizens, and the demand for more diverse and affordable housing; and

WHEREAS, the City recognizes the legacy of “exclusionary” zoning in contributing to housing unaffordability and lack of equitable access for all citizens; and

WHEREAS, the City recognizes that market trends and professional standards have shifted toward more compact, walkable, mixed forms of development; and

WHEREAS, the City recognizes the benefits of more compact, walkable, mixed forms of development in meeting climate goals, improving public health and well-being, conserving natural habitat, improving water quality, and promoting wildfire and disaster resiliency; and

WHEREAS, the City has conducted extensive public outreach and gathered extensive 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 17:

SECTION 1. Amendment to Title 17, Chapters 17.08, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, and 17.72, The City hereby repeals WSMC Title 17 Chapters 17.08.290, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, and 17.68, in their entirety, and adopts the following to be codified as WSMC Title 17 Chapters 17.08.290, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, 17.72.

Key: Underlined = added language
~~Strikethrough~~ = deleted language
Underlined in blue = added language since Dec 6th Council meeting

17.08.145 - Commercial street.

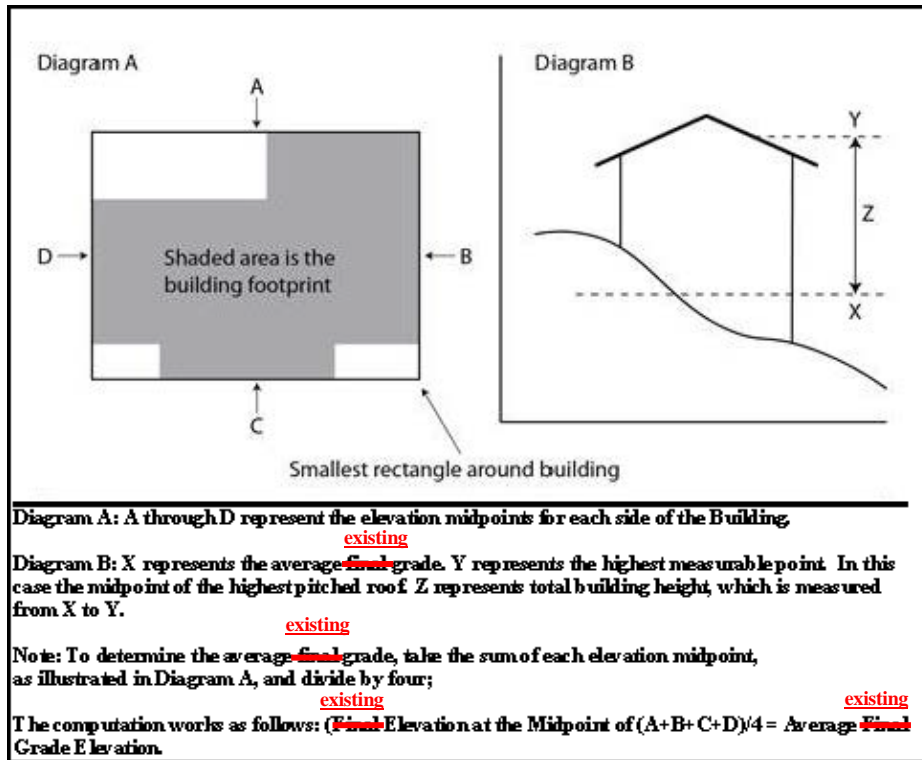
"Commercial street" means a street dominated by commercial uses. Specifically, commercial streets include Jewett Boulevard between Northwest Garfield Avenue and Northeast Pioneer Place or Southeast 5th Avenue; North Main Avenue from West Jewett Boulevard to NW Lincoln Street; NE Church Avenue from West Jewett Boulevard to NE Lincoln Street; NE Estes Avenue from East Jewett Boulevard to NE Tohomish Street; NE Wauna Avenue from East Jewett Street to NE Tohomish Street.

17.08.146 - Commercial use.

"Commercial use" means a retail sales or service business, restaurant, office, or civic use serving the public.

17.08.280 Height of building.

- A. "Height of building" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable ridge of a pitched or hipped roof. The reference datum shall be calculated as follows:
 1. Determine the smallest rectangle as illustrated in Diagram A that encompasses all four corners of the proposed building pad (includes covered decks and covered porches) at final grade.
 2. Determine the relative elevation at all four corners of the rectangle as illustrated in Diagram B below.
 3. Determine the reference datum elevation using the diagram instructions below. "Existing grade" refers to the grade existing prior to any new grading by Applicant.
 4. Flat roofs and roofs greater than 6-12 pitch angle will be measured from the highest point.
- B. The height of a stepped or terraced building is the maximum height of any segment of the building.



C. An exception applies to Jewett Boulevard between Northwest Garfield Avenue and Northeast Pioneer Place or Southeast 5th Avenue. The reference datum shall be calculated as the average of sidewalk elevations along the Jewett Boulevard frontage.

17.08.290 Home occupation.

"Home occupation" means an operation of a **personal** business within a dwelling or accessory buildings **primarily** by a member or members of a family residing therein. "Live-work" means a home occupation that has significant visibility as a business, but contained within or adjoining the home on the same lot. A home occupation is not a client-patronage office or the principal place of call for the business operation.

- A. Only persons residing on the premises may be engaged in the home occupation, plus up to two outside employees.
- B. There shall be no outside displays of merchandise.

C. The home occupation shall not affect the outside appearance as **primarily** a residence. Business shall be conducted in such a manner as ~~to give no outward appearance nor manifest any characteristic of a business that would not to~~ infringe upon the rights of neighboring residents to enjoy a peaceful occupancy of their homes.

D. The area of the home occupation or live-work shall be no larger than the area of the residential portion of the building.

E. Business signs shall be permitted as per Sign Ordinance, Chapter 15.12 of this code.

17.08.525 – Joint use parking under binding agreement.

"Joint use parking under binding agreement" means a parking space that conforms to the requirements of the zone, and with the provisions of 17.72.070 E.

Chapter 17.23 RL SINGLE-FAMILY LARGE LOT RESIDENTIAL DISTRICT

17.23.010 Principal uses permitted outright.

Principal uses permitted outright in the RL district include:

- A. One single-family detached dwelling structure per lot, including manufactured homes, but excluding mobile homes;
- B. Hobby-type gardening and horticultural activities and related structures are permitted, provided they shall be solely for noncommercial purposes.

17.23.020 Accessory uses.

Accessory uses permitted in the RL district include:

- A. Uses customarily incidental to a principal use permitted outright, such as private garages, or parking areas for commercial vehicles, but not including any vehicles of over twelve thousand pounds gross weight;
 - B. Home occupations; see Section 17.08.230;
 - C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
 - D. **Up to two** accessory dwelling units; subject to Chapter 17.64. **of this title**
 - E. Outdoor parking of fully licensed and operable motor vehicles equal to the number of licensed drivers plus two per household.
- [F.] Other accessory uses may be authorized by the board of adjustment in this district are those customarily incidental to permitted and conditional uses allowed.

17.23.025 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.

- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, fowl, and poisonous insects, reptiles kept without approval of the city council.

17.23.030 Conditional use.

See Section 17.40.010.

17.23.035 Property development standards.

- A. Dwelling standards:
 - 1. A single-family residential dwelling shall have a minimum floor area of ~~six~~ **four** hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All single-family dwellings shall be placed on permanent foundations.
 - 3. ~~All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130 - Manufactured home siting standards.
 - 5. Maximum building height shall not exceed twenty-eight feet. ~~in single-family residential zones.~~
 - 6. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building ~~unless the building contains an approved ADU as defined above~~ with the exception of an approved accessory dwelling unit.
 - 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to ~~five~~ **three** feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.
- C. Fences.
 - 1. Fence heights shall not exceed six feet along rear or side lot lines.
 - 2. Fence heights shall not exceed five feet along front lot lines.
 - 3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
 - 4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

17.23.040 Density provisions.

Density provisions for the RL district are as follows:

- A. Maximum number of primary dwelling structures per lot: one;
- B. ~~Maximum height of building: two stories, but not to exceed twenty-eight feet;~~**
- C. B. Minimum area of lot: ~~twenty eleven~~ thousand square feet; ~~for each single-family structure~~**
- D. C. Maximum depth of lot: ~~three times lot width~~ two hundred feet; alternate lot depth may be approved for lots with future street plan and shadow platting demonstrating potential access for future further division of proposed large lot division.**
- E. D. Minimum width of lot: ~~one hundred twenty-five~~ fifty feet; alternate lot width may be approved for lots with future street plan and shadow platting demonstrating potential access for future further division of proposed large lot division.**
- F. E. Minimum front yard depth: twenty feet;**
- G. F. Minimum side yard width: five feet;**
- H. G. Minimum side yard width along flanking street of corner lot: fifteen feet;**
- I. H. Minimum rear yard required: fifteen feet.**

NOTE: accessory structures are allowed within rear yards subject to five-foot setback from rear lot lines.
subject to development standards in this zone

17.23.050 Off-street parking space.

In the RL district, at least two permanently maintained off-street parking spaces or a private garage shall be on the same lot as the dwelling or be attached thereto or made a part of the main building. Each parking space shall be not less than ten feet wide and twenty feet long. The size of the garage shall not exceed the size of the dwelling.

17.23.060 Utility requirements.

In the RL district, all new structures shall be serviced by underground utilities.

Chapter 17.24 R1 SINGLE-FAMILY RESIDENTIAL DISTRICT**17.24.010 Principal uses permitted outright.**

Principal uses permitted outright in the R1 district include:

- A. One single-family detached dwelling structure per lot, including manufactured homes, but excluding mobile homes;
- B. Hobby-type gardening and horticultural activities and related structures are permitted, provided they shall be solely for noncommercial purposes.

17.24.020 Accessory uses.

Accessory uses permitted in the R1 district include:

- A. Uses customarily incidental to a principal use permitted outright, such as private garages, or parking areas for commercial vehicles, but not including any vehicles of over twelve thousand pounds gross weight;
- B. Home occupations; see Section 17.08.230.

- C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
- D. Up to two accessory dwelling units, subject to ~~conditional use review and~~ Chapter 17.64; operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R1 zone without special permission from the city to do so.
- E. Other accessory uses may be authorized by the board of adjustment in this district are those customarily incidental to permitted and conditional uses allowed.

17.24.025 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects~~, and reptiles kept unless approved by the city.

17.24.030 Conditional use.

See Section 17.40.010. (Ord. No. 2012-11-905, 11-26-2012)

17.24.035 Property development standards.

- A. Dwelling standards:
 1. A primary (not accessory) single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 2. All single-family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - ~~43.~~ All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 - ~~54.~~ Maximum building height shall not exceed twenty-eight feet. ~~in single family residential zones.~~
 - ~~65.~~ No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - ~~76.~~ No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.

1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building ~~unless the building contains an approved ADU as defined above~~ with the exception of approved accessory dwelling units.
3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to ~~five~~ three feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.

C. Fences.

1. Fence heights shall not exceed six feet along rear or side lot lines.
2. Fence heights shall not exceed five feet along front lot lines.
3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

17.24.040 Density provisions.

Density provisions for the R1 district are as follows:

- A. Maximum number of primary dwelling structures per lot: one;
- B. Maximum height of building: ~~two stories, but~~ not to exceed twenty-eight feet;
- C. Minimum area of lot: ~~five~~ three thousand square feet for each single-family structure;
- D. Minimum depth of lot: ~~eighty~~ fifty feet;
- E. Minimum width of lot: ~~fifty~~ thirty feet for each single-family structure.
- F. Maximum percentage of lot coverage: ~~fifty~~ seventy-five percent;
- F. Minimum front yard depth: ~~twenty feet twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;~~
- G. Minimum side yard width: five feet.
- H. Minimum side yard width along flanking street of corner lot: ~~fifteen~~ ten feet;
- I. Minimum rear yard required: ~~fifteen~~ ten feet.

NOTE: accessory structures are allowed within rear yards and subject to five-foot setback from rear lot lines, and also subject to development standards in this zone. If the rear lot line is on an alley, a three-foot setback is required.

17.24.050 Off-street parking space.

In the R1 district, at least two permanently maintained off-street parking spaces or a private garage shall be on the same lot as the dwelling, or be attached thereto or made a part of the main building. Each parking space shall be not less than ten feet wide and twenty feet long. The size of the garage shall not exceed the size of the dwelling. Assigned parking in remote lots, including lots under the same ownership as the dwelling(s), or joint use parking under binding agreement, may be substituted if they are within 200 feet of the subject property.

17.24.060 Utility requirements.

In the R1 district, all new structures shall be serviced by underground utilities.

Chapter 17.28 R2 ~~TWO-FAMILY MULTIPLEX~~ RESIDENTIAL DISTRICT

17.28.010 Principal uses permitted outright.

Principal uses permitted outright in the R2 district include:

Principal uses permitted outright in residential district R1, plus up to four rowhomes or multiplex units, provided that the end or side units are set back ten feet from the adjacent property lines, and meet other development standards of this zone;

17.28.020 Accessory uses.

Accessory uses in the R2 district include:

- A. Uses customarily incidental to private uses permitted outright, such as private garages or parking areas for non-commercial vehicles only, but not including any business, trade or industry;
 - B. Home occupations; see Section 17.08.230;
 - C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
 - D. Up to two accessory dwelling units; subject to ~~conditional use review and~~ Chapter 17.64;
 - E. Outdoor parking of fully licensed and operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R2 zone without special permission from the city to do so.
- [F.] Other accessory uses may be authorized by city council; those customarily incidental to permitted and conditional uses allowed.

~~17.28.025 Principal uses permitted subject to site plan review.~~

~~A. — One two-family attached dwelling structure (duplex) per lot;~~

~~B. — Townhouse buildings containing not more than two townhouses.~~

~~Residential developments of duplex or townhouse units are subject to site plan review pursuant to Chapter 17.81, Site and Building Plan Review of this title, in addition to general development guidelines listed in [Chapter 17.81.]~~

17.28.030 Conditional uses.

See Section 17.40.010.

17.28.032 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.

- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects~~, and reptiles kept without city approval.

17.28.034 Property development standards.

- A. Dwelling standards:
 - 1. A ~~primary (not accessory)~~ single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All ~~primary (not accessory)~~ single-family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - ~~4.~~ All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 - ~~5.~~ Maximum building height shall not exceed twenty-eight feet. ~~in single-family residential zones,~~
 - ~~6.~~ No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - ~~7.~~ No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU, where it is allowed.
 - 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.
- C. Fences.
 - 1. Fence heights shall not exceed six feet along rear or side lot lines.
 - 2. Fence heights shall not exceed five feet along front lot lines.
 - 3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
 - 4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

17.28.040 Density provisions.

Density provisions for the R2 district are as follows:

- A. Maximum number of primary dwelling structures per lot: ~~one~~ four;
- B. Minimum area of lot: ~~five~~ three thousand square feet for each single-family structure or up to four rowhomes, duplexes or multiplexes on the same lot; four thousand feet for duplexes on separate lots; and eight hundred square feet for rowhomes on separate lots;

- C. Minimum depth of lot: ~~eighty fifty~~ feet;
- D. Minimum width of lot: ~~fifty thirty~~ feet for each single-family structure or up to four rowhomes or multiplex units on the same lot; and twelve feet for duplexes or rowhomes on separate lots;
- E. Maximum percentage of lot coverage: ~~fifty seventy-five~~ percent;
- F. Minimum front yard depth: ~~twenty feet twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;~~
- G. Minimum side yard width: Five feet, or zero feet for approved rowhomes;
- H. Minimum side yard width along flanking street of corner lot: ~~fifteen ten~~ feet;
- I. Minimum rear yard required: ~~fifteen ten~~ feet.

NOTE: accessory structures are allowed within rear yards and subject to five-foot setback from rear lot lines, and also subject to development standards in this zone. If the rear lot line is on an alley, a three-foot setback is required.

17.28.050 Off-street parking space.

In the R2 district, at least two permanently maintained off-street parking spaces or a private garage for two cars for each dwelling unit shall be on the same lot as the two-family dwelling, or be attached thereto or made a part of the main building. Each parking space shall not be less than ten feet wide and twenty feet long. The size of the garage is not to exceed the size of the dwelling. Assigned parking in remote lots, including approved joint use parking under binding agreements, may be substituted if they are within 200 feet of the subject property.

17.28.060 Utility requirements.

In the R2 district, all new structures shall be serviced by underground utilities.

Chapter 17.32 R3 MULTIFAMILY RESIDENTIAL DISTRICT

17.32.010 Principal uses permitted outright.

Principal uses permitted outright in the R3 district include:

- A. Principal uses permitted in the R1 and R2 districts and subject to all development standards applicable to such uses.
- B. Multiple-dwelling structures including triplex and fourplex family dwelling structures and multifamily apartments in which units are rented on a permanent basis, but not including motels or other facilities offered on a transient-tenancy basis;
- C. ~~Townhouse Rowhouse~~ buildings containing no more than ~~four eight townhouses rowhouses~~.
- D. Principal uses conforming to approved prototype site plans are not subject to site plan review.
- E. Other multi-family residential developments or ~~townhouses rowhouses~~ are subject to site plan review pursuant to [Chapter 17.81] of this code in addition to General Development Guidelines listed in Section [17.50.070].

17.32.020 Accessory uses.

Accessory uses in the R3 district include uses listed in R1 and R2 and such uses customarily incidental to a principal use permitted outright, such as private garages or parking areas for noncommercial vehicles only, but not including any business, trade or industry except as a home occupation or “live-work” per definition in Section 17.08.2390, or a retail business that primarily serves the surrounding residential area, not to exceed 2,000 square feet of gross leasable space. All accessory uses are subject to applicable development standards.

~~17.32.025 Principal uses permitted subject to site plan review.~~

~~A. Multiple dwelling structures including triplex and fourplex family dwelling structures and multifamily apartments in which units are rented on a permanent basis, but not including motels or other facilities offered on a transient tenancy basis;~~

~~B. Townhouse Rowhouse buildings containing no more than four eight townhouses rowhouses.~~

~~Principal uses conforming to approved prototype site plans are not subject to site plan review.~~

~~Other multi-family residential developments or townhouses rowhouses are subject to site plan review pursuant to [Chapter 17.81] of this code in addition to General Development Guidelines listed in Section [17.50.070].~~

17.32.030 Conditional uses.

See Chapter 17.40.

17.32.032 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects, and~~ reptiles kept without city approval.

17.32.034 Property development standards.

- A. Dwelling standards:
 1. A primary (not accessory) single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 2. All ~~single-family~~ dwellings shall be placed on permanent foundations.
 3. ~~All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 5. ~~Maximum building height shall not exceed twenty-eight feet in single-family residential zones.~~
 - 6.4. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - 7.5. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.

1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU, **where it is allowed.**
3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.

C. Fences.

1. Fence heights shall not exceed six feet along rear or side lot lines.
2. Fence heights shall not exceed five feet along front lot lines.
3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

17.32.040 Density provisions.

Density provisions for the R3 district are as follows:

- A. Maximum height of buildings: ~~two stories, but~~ not to exceed twenty-eight feet, **except that approved multi-family apartments are not to exceed thirty-five feet;**
- B. Minimum area of lot for single-family dwellings: **five three** thousand square feet; ~~two-family dwellings attached: six four thousand square feet; and shall be governed by the standards in the R1 and R2 districts; four thousand feet for duplexes on separate lots; and eight hundred square feet for rowhomes on separate lots; or up to four rowhomes, duplexes or multiplexes on the same lot;~~
- C. Minimum area of lot for multifamily dwellings and ~~townhouse rowhouse~~ buildings: **two thousand five hundred square feet per dwelling unit for the first two dwelling units; additional dwelling units, two one** thousand square feet per unit;
- D. Minimum lot depth: ~~eighty fifty~~ feet;
- E. Minimum width of lot: **one hundred thirty** feet; ~~twenty twelve~~ feet per ~~townhouse rowhouse~~;
- F. Maximum percentage of lot coverage: **fifty seventy-five** percent;
- G. Minimum front yard depth: **fifteen feet twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;**
- H. Minimum side yard width: five feet, zero for ~~townhouse rowhouse~~ common wall;
- I. Minimum side yard width along flanking street of corner lot: **fifteen ten** feet;

NOTE: accessory structures **are** allowed within rear yards **and** subject to five-foot setback from rear lot lines, **and also** subject to development standards in this zone. **If the rear lot line is on an alley, a three-foot setback is required.**

17.32.050 Off-street parking space.

For dwelling units in an R3 district, there shall be **two at least one** off-street spaces or private garage or building on the same lot as the dwelling unit complex, or attached thereto, or made a part thereof, for each housekeeping unit in the dwelling, the size and type of such parking space to be the same as prescribed in the R1 and R2 districts. **For accessory dwelling units, there shall be one-half space per unit, with a minimum of one space.**

Assigned parking in remote lots, including approved joint use parking under binding agreement, may be substituted if they are within 200 feet of the subject property.

17.32.060 Utility requirements.

In the R3 districts, all new structures shall be serviced by underground utilities.

CHAPTER 17.36 MHRP MOBILE/MANUFACTURED HOME RESIDENTIAL PARK DISTRICT¹

17.36.010 Purpose/Transfer of MHRP Zone.

The purpose of the MHRP mobile/manufactured home residential park district is to provide a zoning district primarily for manufactured and mobile home parks and secondarily for other high-density, affordable housing and to enable zoning to conform to general planned densities. This chapter replaces "MHR mobile home residential district" and all properties previously zoned thereunder are included in this zone and shall hereafter be designated as "MHRP mobile/manufactured home residential park district".

17.36.020 Permitted uses.

The following uses are permitted, subject to conformance with applicable regulations stated below, and elsewhere in this title:

- A. Mobile/manufactured home parks. For purposes of this chapter, "mobile/manufactured home residential park district" is defined as any development of real property, within the city providing space for occupancy of two or more manufactured homes as defined in WSMC Chapter 17.08, mobile homes as defined in WSCM Chapter 17.08, and complying with the standards as designated on the data plate (HUD and L&I certification requirements) and with all the provisions of the Manufactured Housing Construction and Safety Standards in effect at the time of its construction and constitutes not less than seven hundred twenty square feet of interior habitable area, and further including tiny houses as described in RCW 35.21.686 and further defined in WSMC Chapter 17.08 and constructed in accordance with WAC 51-51-60104 and does not have an interior habitable area greater than ~~four~~ three hundred square feet.
- B. Dwellings and buildings when appurtenant to the mobile/manufactured home park only.
- C. Accessory uses and structures related to any permitted use, except home occupation.
- D. Offices, restrooms, laundry, storage and recreational facilities, clubhouse, and similar uses appurtenant to the mobile/manufactured home park residents only.
- E. Home occupations as defined in 17.08.290.
- F. Dwelling units with at least fifty-five percent of units meeting affordable housing threshold.

17.36.030 Conditional uses.

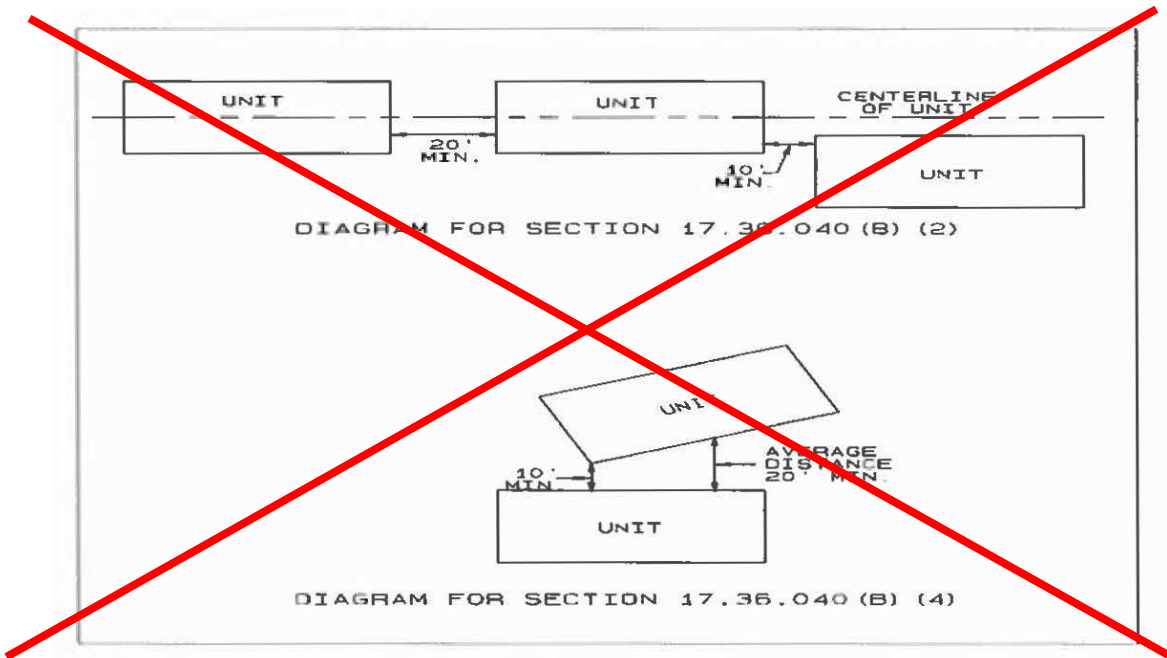
The following uses are permitted subject to approval of a conditional use permit:

- ~~A. Home occupations.~~
- ~~B~~ A. Public and quasi-public uses related to the district.
- ~~C~~ B. Nursery schools and family child day care centers.
- ~~D~~ C. Recreational vehicle park.
- ~~E. Dwelling units with at least fifty-five percent of units meeting affordable housing threshold.~~

17.36.040 Minimum development standards.

The following are the minimum development standards for the MHRP mobile/manufactured home residential park district:

- A. There shall be a minimum ~~ten-foot~~ five-foot setback from all interior property lines. Public street frontage setback shall be not less than ~~twenty-five~~ twelve feet from the property line, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone.
- B. Spacing of mobile/manufactured homes.
 - 1. There shall be a space of not less than ~~twenty~~ ten feet between mobile/manufactured homes located side-by-side and parallel.
 - 2. The spacing between mobile/manufactured homes located end-to-end shall be not less than ~~twenty~~ ten feet; provided, however, where the center line, as extended, of one unit does not extend through the adjacent unit, the spacing between the two units shall not be less than ~~ten~~ five feet ~~(See Diagram 17.36.040(B)(2)).~~
 - 3. There shall be not less than ~~ten~~ five feet between any mobile/manufactured home and any cabana, carport or other similar accessory structure related to another mobile/manufactured home nor between any mobile/manufactured home and any permanent structure.
 - 4. The average distance between adjacent angular mobile/manufactured homes shall be not less than ~~twenty~~ ten feet with the closest point being no less than ~~ten~~ five feet ~~(See Diagram 17.36.040(B)(4)).~~
 - 5. ~~Each site shall be equipped with a storage shed not less than sixty square feet of storage space.~~
- ~~6.5.~~ Each space shall be identified by a number, which shall be displayed with sufficient size and location to be readily visible from the adjacent roadway.



- C. Each mobile/manufactured home shall be serviced by at least one ~~thirty~~ twenty foot wide roadway to provide for two moving lanes of traffic and a four foot delineated pedestrian walkway. Where on-roadway parking is desired, the roadway width shall be increased ~~accordingly~~ by seven feet for each side of parking stall.

- D. All roadways and parking areas shall be paved with asphalt or Portland Cement Concrete in accordance with the most current version of the city's street standards, or other alternate approved by the Director of Public Works.
- E. All street frontage setback areas shall be landscaped and maintained.
- F. Landscaping and Fencing. A detailed landscape plan shall be required and include:
1. The location and materials of all fencing.
 2. All plantings including the size, location, species name and method of irrigation.
 3. Existing trees or significant plant groupings that are intended to remain.
 4. Sight-obscuring buffer between the mobile/manufactured home park and adjacent residential district or commercial district.
 5. Perimeter ground cover landscaping consisting of not less than five-foot width and established line of site requirements for driveways and intersections.
 6. Individual space landscaping, common areas and open space. Sight-obscuring buffer shall consist of opaque material fencing or a solid landscape screen which shall consist of an evergreen or nearly evergreen mixture of shrubs, bushes or trees that produce a dense, sight-obscuring screen at least six-feet in height within three years of planting. Berms may be included as a sight-obscuring barrier to a maximum berm height of five feet planted on both sides with evergreen or nearly evergreen shrubs or bushes so that the total height of landscaping and berm will be at least six feet within three years of planting, and the top of the berm plantings form a dense, sight-obscuring screen within the same three-year period. Fencing materials, landscaping species and standards shall be consistent with White Salmon Municipal Code (WSMC).
- G. Site plan approval is required prior to the initial construction of any mobile/manufactured home park and prior to any substantial changes thereto, or to any existing mobile/manufactured home park.

17.36.050 Off-street parking.

There shall be two off-public-street parking spaces for each mobile/manufactured home space, except that if on-street parking is provided adjacent to each home, only one off-public-street parking space is required. Assigned parking in remote lots, including lots under the same ownership as the dwelling(s), or joint use parking under binding agreement, may be substituted if they are within 200 feet of the subject property.

17.36.060 Roadway.

Every roadway within the mobile/manufactured home park shall be named and the names clearly posted. Every mobile/manufactured home shall have a number which will be clearly visible from the roadway at all times.

17.36.070 Expansion or alterations of existing mobile/manufactured home residential parks.

Any mobile/manufactured home park existing or approved at the time of adoption of the ordinance codified herein may be enlarged or altered; provided all codes and ordinances of the city are complied with for that portion to be enlarged; and the enlargement is forty-nine percent or less of the area of the existing park. Where there is a proposed enlargement or alteration of an existing park to the extent of affecting higher than forty-nine percent of the area of the existing park, when such enlargement or alteration is carried out or planned, such enlargement or alteration shall require full integration of the existing park to conform to the provisions of this chapter. As sanctioned by the provisions of this section, a mobile/manufactured park can only be enlarged or altered one time without full integration of the existing park.

17.36.080 Eviction notices for change of use or closure of a mobile/manufactured home park.

- A. Before a mobile/manufactured home park owner may issue eviction notices pursuant to a closure or change of use under Chapter 59.21 RCW, the mobile/manufactured home park owner must first submit to the City a

relocation report and plan that meets the requirements of WSMC 17.36.090. If applying for a change of use, the mobile/manufactured home park owner shall submit the relocation report and plan together with all other necessary applications. Once the city determines that the relocation report and plan meets the requirements of WSMC 17.36.090, the city shall stamp their approval on the relocation report and plan and return a copy of the approved plan to the manufactured/mobile home park owner. If the city determines that the relocation report and plan does not meet the requirements of WSMC 17.36.090, the city may require the mobile/manufactured home park owner to amend or supplement the relocation report and plan as necessary to comply with this chapter before approving it.

- B. No sooner than upon approval of the relocation report and plan, the owner of the mobile/manufactured home park may issue the twelve month eviction notice to the mobile/manufactured home park tenants. The eviction notice shall comply with RCW 59.20.080 and 59.21.030, as amended. No mobile/manufactured home owner who rents a mobile/manufactured home lot may be evicted until the twelve month notice period expires, except pursuant to the State Mobile Home Landlord-Tenant Act, Chapter 59.20 RCW.

17.36.090 Relocation report and plan.

- A. The relocation report and plan shall describe how the mobile/manufactured home park owner intends to comply with Chapters 59.20 and 59.21 RCW, relating to mobile/manufactured home relocation assistance, and with WSMC 17.36.080 through 17.36.130. The relocation report and plan must provide that the mobile/manufactured home park owner will assist each mobile/manufactured home park tenant household to relocate, in addition to making any state or federal required relocation payments. Such assistance must include providing tenants an inventory of relocation resources, referring tenants to alternative public and private subsidized housing resources, helping tenants obtain and complete the necessary application forms for state-required relocation assistance, and helping tenants to move the mobile/manufactured homes from the mobile/manufactured home park. Further, the relocation report and plan shall contain the following information:
1. The name, address, and family composition for each mobile/manufactured home park tenant household, and the expiration date of the lease for each household;
 2. The condition, size, ownership status, HUD and State Department of Labor and Industries certification status, and probable mobility of each mobile/manufactured home occupying a mobile/manufactured home lot;
 3. Copies of all lease or rental agreement forms the mobile/manufactured home park owner currently has in place with mobile/manufactured home park tenants;
 4. To the extent mobile/manufactured home park tenants voluntarily make such information available, a confidential listing of current monthly housing costs, including rent or mortgage payments and utilities, for each mobile/manufactured home park tenant household;
 5. To the extent mobile/manufactured home park tenants voluntarily make such information available, a confidential listing of gross annual income for each mobile/manufactured home park tenant household;
 6. An inventory of relocation resources, including available mobile/manufactured home spaces in Klickitat, Skamania, Yakima and Benton Counties;
 7. Actions the mobile/manufactured home park owner will take to refer mobile/manufactured home park tenants to alternative public and private subsidized housing resources;
 8. Actions the mobile/manufactured home park owner will take to assist mobile/manufactured home park tenants to move the mobile/manufactured homes from the mobile/manufactured home park;
 9. Other actions the owner will take to minimize the hardship mobile/manufactured home park tenant households suffer as a result of the closure or conversion of the mobile/manufactured home park; and
 10. A statement of the anticipated timing for park closure.
- B. The city or designee may require the mobile/manufactured home park owner to designate a relocation coordinator to administer the provisions of the relocation report and plan and work with the mobile/manufactured home park tenants, the city and state offices to ensure compliance with the relocation

report and plan and with state laws governing mobile/manufactured home park relocation assistance, eviction notification, and landlord/tenant responsibilities.

- C. The owner shall make available to any mobile/manufactured home park tenant residing in the mobile/manufactured home park copies of the proposed relocation report and plan, with confidential information deleted. Within fourteen days of the city planning department approval of the relocation report and plan, a copy of the approved relocation report and plan shall be mailed by the owner to each mobile/manufactured home park tenant. Tenants may request and the owner must provide the report to be delivered a native language, or in another media as necessary to accommodate any visual impairment needs.
- D. The mobile/manufactured home park owner shall update with the city planning department office the information required under this section to include any change of circumstances occurring after submission of the relocation report and plan that affects the relocation report and plan's implementation.

17.36.100 Certificate of completion of the relocation report and plan.

No mobile/manufactured home park owner may close a mobile/manufactured home park or obtain final approval of a comprehensive plan or zoning re-designation until the mobile/manufactured home park owner obtains a certificate of completion from the city planning department. The city planning department shall issue a certificate of completion only if satisfied that the owner has complied with the provisions of an approved relocation report and plan, the eviction notice requirements of RCW 59.20.080 and 59.21.030, the relocation assistance requirements of RCW 59.21.021, and any additional requirements imposed in connection with required city applications.

17.36.110 Notice of provisions.

It is unlawful for any party to sell, lease, or rent any mobile/manufactured home or mobile/manufactured home park rental space without providing a copy of any relocation report and plan to the prospective purchaser, lessee, or renter, and advising the same, in writing, of the provisions of WSMC 17.36.080 through 17.36.130 and the status of any relocation report and plan.

17.36.120 Administration.

The city planning department shall administer and enforce WSMC 17.36.080 through 17.36.130. Whenever an owner or an owner's agent fails to comply with the provisions of WSMC 17.36.080 through 17.36.130, the following may occur:

- A. The city may deny, revoke, or condition a certificate of completion, a permit, or another approval;
- B. Any other appropriate city official may condition any permit or other approval upon the owner's successful completion of remedial actions deemed necessary by the city carry out the purposes of WSMC 17.36.080 through 17.36.130.

17.36.130 Appeal.

Any appeal from a determination of the city planning department under WSMC 17.36.080(A), WSMC 17.36.100, and WSMC 17.36.120(A) shall be an open record hearing filed within fourteen days of the determination and be processed in accordance with the procedures established for Type V applications (waiving planning commission recommendation - city council decision final) under WSMC Title 19.

17.36.140 Use exceptions.

- A. A mobile/manufactured home park owner may request a use exception or modification from the application of the MHRP zoning to their property as set forth below.
- B. The property owner shall submit a site plan application showing building footprint, streets, walkways, parking, drainage facilities, sanitary sewer lines, water lines, trails, lighting and landscaping. In addition, the property owner shall submit a written explanation of the reasons for use exception or modification and provide a report

describing the proposed use with documentation demonstrating that application of the MHRP zoning meets the criteria below.

- C. The City Council may approve the property owner's request for a use exception or modification if the property owner demonstrates:
1. They do not have reasonable use of their property under the MHRP zoning; or
 2. The uses authorized by the MHRP zoning are not economically viable at the property's location.
- If the request is granted by the city council and the city determines that a zone change is required, the applicant shall be financially responsible for all associated costs related to the zone change.
- D. In addition to the application, a relocation report and plan shall be submitted the city planning department pursuant to WSMC 17.36.090; and the eviction notices procedures provided for in WSMC 17.36.080 through 17.36.130 shall apply.
- E. Except as otherwise provided herein, the application shall be reviewed as a WSMC 19.10 Type V review (waiving planning commission recommendation - final decision made by city council), and the council's decision may be appealed to Klickitat County superior court.

17.36.150 Closure and government sponsorship.

- A. If an eminent domain action by a federal, state, or local agency causes closure of a mobile/manufactured home park and the procedures set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601 et seq., and the regulations of 49 CFR Part 24 or the Relocation Assistance - Real Property Acquisition Policy Act of Chapter 8.26 RCW and the regulations of Chapter 468-100 WAC are followed, the requirements of those acts and regulations will supersede the requirements of WSMC 17.36.080 through 17.36.170.
- B. If a condemnation action of the city causes closure of a mobile/manufactured home park, the city will be responsible for fulfilling the requirements of the standards contained herein. If the city chooses to follow portions of the state act and regulations and the city determines that there is a conflict or redundancy between the portions of the state act and regulations being followed by the city, and the standards contained herein, the state act shall take precedence in such areas of conflict or redundancy. If the state act is followed in all respects, such act will supersede the requirements of this section and the standards contained herein.

17.36.160 Additional Requirements.

- A. No manufactured or mobile home shall be moved into the city limits of White Salmon without prior authorization of the city, placement permit issued by the city building inspector and HUD and Washington State Labor and Industry inspection tag. The owner will need to provide picture and other document evidence that the manufactured or mobile home is in good or better condition and suitable for living.
- B. No manufactured or mobile home may be altered or added to without a Washington State Labor and Industry permit and city building permit if applicable.
- C. No manufactured or mobile home, or any addition or accessory building thereto, may be placed upon a lot in any MHRP District without first obtaining a building permit and sewer and water connection permits, and authorization, from the building inspector. Any required fees shall be in accordance with the current city fee schedule.
- D. Any attached addition or attached accessory building shall be compatible with the design, color and exterior covering, including roofing, to the manufactured or modular home.
- E. Any addition or accessory structures or building shall be in compliance with all applicable WSMC and building codes.
- F. All water, sewer and storm-water shall comply with the most current state laws and city standards and regulations. Connections shall be made to the city utility system, if available and applicable. The sewer connection shall be provided with suitable fittings so that a watertight connection shall be so constructed that it

can be closed and locked, when not linked to a dwelling, and shall be capped so as to prevent any escape of odors.

- G. All equipment, including but not limited to tires, wheels and axles, which are needed to transport the structure to the site shall be removed from the structure, and said structure shall be attached to a permanent foundation or anchored to the ground in accordance with manufacturer's requirements and/or as approved by the building inspector.

17.36.170 Building permit required.

Issuance of a building permit is required prior to commencement of construction of any permanent improvements within any new mobile/manufactured home park and prior to any enlargement, alteration or addition to any permanent improvements within any existing mobile/manufactured home residential park. The fees for said building permit shall be based on the cost of construction for said permanent improvements, and shall include such things as roadways, walkways, parking areas, permanent structures and other similar types of construction activities.

17.36.180 Required tiedowns.

All mobile/manufactured homes shall be tied down/anchored in accordance with manufacturer's recommendations. If a manufacturer recommendation cannot be provided, the mobile/manufactured homeowner shall provide the building inspector with an engineered stamped plan as to how the mobile/manufactured home is to be tied down.

Chapter 17.40 CONDITIONAL USES IN RESIDENTIAL DISTRICTS

17.40.010 Uses authorized when.

The uses set out in this chapter may be authorized by the planning commission as conditional uses in residential districts, as indicated. Such uses, although not permitted outright, shall not be deemed nonconforming if existing on September 19, 1973.

17.40.020 Residential conditional uses designated.

Conditional uses for all residential districts include:

- A. Parks and playgrounds;
- B. Churches and other religious or charitable organizations;
- C. Public and governmental buildings and uses;
- D. Fire and police stations;
- E. Libraries;
- F. Adult boarding homes, nursing homes;
- G. Bed and breakfasts, as defined;
- H. The accessory use of a primary residence has a hosted homeshare or vacation home rental per the requirements of WSMC Ch. 5.02 and WSMC Ch. 17.57;
- I. Schools, day care and assisted living facilities;
- J. ~~Home businesses that cannot comply with the standards applied to a home occupation allowed in residential zones may request a conditional use permit seeking conditional permit to operate a home business at a larger or more extensive scale than allowed as a home occupation. A home business will need to address all conditional use permit criteria in a manner that demonstrates how operation of a home based business at the alternate scale will maintain compatibility with surrounding permitted uses and retain the residential nature of the site from which it is operated.~~**

- K. ~~Accessory dwellings as allowed for in base zones and subject to all applicable standards in Chapter 17.64.~~**
- L. J.** Residential PUD in RL - Low density residential zone subject to all applicable PUD standards in Chapter 17.75.
- M. K.** Cottage infill development in R-2 or R-3 residential zones subject to all applicable cottage infill standards in Chapter 17.73.
- N. L.** Other conditional uses as authorized by the city council that are customarily incidental to permitted and conditional uses allowed in residential district.

Chapter 17.48 C GENERAL COMMERCIAL DISTRICTS²

17.48.010 Purpose—Use restrictions generally.

In the C district, it is intended that structures, premises and facilities would provide a mix of uses including major shopping, ~~and~~ business center facilities and civic uses serving an urban and/or agricultural area of sufficient population to support the facilities provided.

17.48.020 Principal uses permitted outright.

Principal use listed as uses permitted outright in the C district are intended to be retail and service oriented uses focused on sales of goods and services to end users. Permitted uses include:

- A. Retail - Retail stores and shops providing goods and services, including hardware, dry goods, apparel, home appliances, jewelry, photographic studio, furniture and boat sales; gift shop;
- B. Service and Professional Space - Cafe, tavern, theater (including outdoor), radio and television, bank, business or professional office;
- C. Repair and Sales - Automobile, truck and machinery dealer (new and used), garage, and automobile, truck and other passenger vehicle repair reconditioning, painting, upholstery, motor rebuilding, body and fender work; refrigerated locker rental, shoe repair, bakery, supermarket, tailoring;
- D. Preparation and Sales - Formulating and preparing for sale such products as bakery goods, candy, cosmetics, dairy products, drugs, food and beverage products; including brewer, distillery, or winery in conjunction with a pub eatery or tasting room;
- E. Hospitality - Hotel, motel and tourist facilities; places of public assembly; commercial recreation does not include short-term rental, see WSMC 17.48.030.D;
- F. Artisan Manufacture and Sales - Boatbuilding; instruments, dishware, candles, glassware; metal work and welding; other items assembled from various raw materials such as wood, bone, cellophane, canvas, cloth and glass; spinning or knitting of cotton, wool, flax or other fibrous materials; stone, marble and granite monument works;
- G. Other commercial uses determined to be similar to the above uses may be permitted, subject to approval of the planning commission.
- H. Residential - Condominium, apartment, and other dwelling types including balconies, outside courts or patios and constructed or renovated to be included as an integral part of a commercial or retail structure with the following conditions:**
 - 1. The dwelling units shall have a minimum living area of four hundred square feet and a maximum of one thousand five hundred square feet.**

- 2. Residential uses shall not be more than eighty percent of the total square footage of the structure(s).
 - 3. The design of commercial establishments which include dwellings shall be a matter subject to review and approval by the ~~planning commission~~ City, applying clear and objective design standards as furnished to applicants at the outset of their application.
 - 4. If located on or along a commercial street front, the ground floor fronting that street shall be 100% commercial use, with a minimum depth of twenty feet. An exception applies to residential stairway entrances and/or lobbies at a maximum width of twenty feet.
- I. Up to three accessory dwelling units, if not facing a commercial street; subject to conditional use review and Chapter 17.64;
 - J. Live-work residential units, where the ground floor fronting a commercial street shall be 100% commercial use, with a minimum depth of twenty feet. An exception applies to residential stairway entrances and/or lobbies at a maximum width of twenty feet.

~~The planning commission specifically reserves the right to disapprove construction of dwellings in conjunction with commercial development on the basis of health, safety and welfare of potential occupants or if location of dwelling units displaces or is likely over time to displace the street front commercial presence of a retail structure.~~

17.48.030 Conditional uses.

Uses which may be authorized subject to conditional use permit review by the planning commission or where otherwise delegated to the planning administrator within subject sections in a C district are intended to provide for compatible manufacturing, light industrial, residential, and storage uses especially in conjunction with retail use. Uses possible to permit conditionally include:

- ~~A. Residential – Condominium, apartment, and other dwelling types including balconies, outside courts or patios and constructed or renovated to be included as an integral part of a commercial or retail structure with the following conditions:~~
 - ~~1. The dwelling units shall have a minimum living area of six hundred square feet and a maximum of one thousand five hundred square feet.~~
 - ~~2. Residential uses shall not be more than sixty percent of the total square footage of the structure(s).~~
 - ~~3. The design of commercial establishments which include dwellings shall be a matter subject to review and approval by the planning commission.~~
 - ~~4. If located on or along a commercial street front the building design shall be required to support and contribute to street front commerce; or~~

~~Stand alone dwellings incidental to and used in conjunction with the primary permitted use when found to be compatible with and clearly incidental to the primary use and surrounding uses, e.g., care taker cottage or housing for family or others principally engaged in the primary business. This provision is intended for application in conjunction with a business that is not located in an area characterized by typical commercial street frontage.~~

~~The planning commission specifically reserves the right to disapprove construction of dwellings in conjunction with commercial development on the basis of health, safety and welfare of potential occupants or if location of dwelling units displaces or is likely over time to displace the street front commercial presence of a retail structure.~~

- ~~B. A.~~ Light manufacturing, repair, and storage - Including equipment repair, and machine shop uses such as:
 - 1. Assembly, fabrication and distribution of metal products, electrical appliances, electronic instruments and devices;

2. Research and development including testing sites for instruments and devices developed for proprietary use or sale;
3. Repair, reconditioning, or rebuilding of fleet vehicles, farm equipment, heavy commercial equipment;
4. Wholesale distribution of fuel or foodstuffs including: heating oil or natural gas, brewery, distillery, winery, cereal mill;
5. Equipment storage of contractors' or loggers' equipment and truck storage yard, plant, repair, rental; storage of materials and parking of vehicles integral to the principal uses permitted outright; storage and parking; contained within an enclosed building or screened in a manner to avoid conflicts with surrounding permitted uses.
6. Other storage conducted within an enclosed building or otherwise screened and shielded in a manner to achieve compatibility with surrounding uses.

~~C.B.~~ Small animal hospitals, veterinary facilities or offices.

~~D.C.~~ Short-term rentals pursuant to the standards of WSMC Ch. 5.02 and WSMC Ch. 17.57.

~~E.D.~~ Any other uses judged by the planning commission to be no more detrimental to adjacent properties than, and of the same type and character as, the above-listed uses.

In addition to conditions applied in response to conditional use permit criteria; **clear and objective** design standards listed in the commercial zone will be applied and included as conditions of approval when necessary to achieve compatibility with existing and permitted uses in the area.

17.48.040 Accessory uses.

Accessory uses permitted outright in a C district are as follows:

- A. Uses and structures customarily incidental to principal uses permitted outright;
- B. Signs as permitted by the Sign Ordinance, Chapter 15.12 of this code;
- C. Commercial parking lots for private passenger vehicles only.

17.48.060 Density provisions.

Density provisions for the C district are as follows:

- A. Maximum building height: ~~three stories, but not to exceed~~ thirty-five feet;
- B. Minimum lot: none;
- C. Minimum front yard depth: none required;
- D. Minimum side yard, interior lot: none required;
- E. Minimum side yard, corner lot: none required;
- F. Minimum side yard, zone transition lot: same as requirement of adjoining more-restrictive district;
- G. Minimum rear yard: none; except when abutting an R district, twenty feet.

17.48.070 Prohibited uses.

- A. Industrial and manufacturing uses or services unless limited in nature and permitted in accordance with uses listed above.
- B. Warehouses and storage facilities unless limited in nature and permitted in accordance with uses listed above.
- C. Junk and salvage yards, automobile or truck wrecking yards.
- D. Open storage areas.

- E. Any business, service, repair, processing or storage not conducted wholly within an enclosed building, except for **open-air markets, pop-up shops, food trucks**, off-street parking, off-street loading, automobile service stations and limited outside seating for restaurants and cafes.
- F. Processes and equipment and goods processed or sold determined to be objectionable by reason of odor, dust, smoke, cinders, gas, noise, vibration, refuse matter, water-carried waste, or not in compliance with the fire code.

17.48.075 Development and design standards.

- A. Property development standards—All new development shall conform to Chapter 17.81, Site and Building Plan Review, and to any and all architectural and design standards which may be adopted by the city.
- B. Roof standards/surfacing:
 - 1. Finished roof material shall meet Class "C" roof standards. Dark and non-reflective roofing material shall be used for all visible roof surfaces.
- C. Roof standards/mechanical equipment and venting:
 - 1. All mechanical equipment located on roof surfaces such as, but not limited to, air conditioners, heat pumps, fans, ventilator shafts, duct work, or related devices or support work, shall be screened from view when possible and visible equipment shall be of a matte and/or non-reflective finish, unless reviewed and determined by the planning commission to be compatible with or a positive addition to the design and character of the commercial area. This restriction shall not apply to radio/television antennas or dishes (see Chapter 17.78).
 - 2. All exposed metal flashing, roof jacks and plumbing vents shall be matte finishes/non-reflective.
- D. Drainage—All storm water concentrated by the structure and related impervious surfaces must be handled on site. Concentration of roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from concentrated water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81.
- E. Exterior walls/siding—Acceptable siding shall be of lap, plank, shingle, board and batten style. Siding with brushed, sanded or rough sawn texture may be permitted, if approved by the planning commission. Siding shall be finished in natural or earth-tone colors. Other colors or styles may be permitted if approved by the planning commission. All other composition materials shall be carefully reviewed for visual compatibility by the planning commission.
- F. Exterior walls/masonry—Masonry walls or walls with masonry veneer may be native or cultured stone or standard-sized brick of natural or earth-tone colors. Ceramic tile, manufactured concrete block or slabs may be permitted, but shall be subject to review by the planning commission to insure use of earth-tone colors, matte finish, and compatible relationship to native materials.
- G. Exterior walls/metal—Metal walls, panels, partitions, facing or surfacing of any type is subject to review by the planning commission and must be found to be compatibly designed and intentionally applied rather than relied on solely as a less expensive option. Window panel fillers, exterior metal doors, door casings and windows shall be allowed.
- H. Windows and doors—All window and door frames shall be dark or earth-tone in color. Doors may be painted graphic colors as a part of the ten percent graphic color and signing limitation.
- I. Garbage and refuse areas—Building plans shall include provisions for the storage of garbage containers. Garbage containers shall be fully enclosed and covered. Disposal and storage of hazardous or toxic substances in garbage or refuse receptacles is strictly prohibited. On-site hazardous waste treatment and storage facilities shall conform to State Siting Criteria, RCW 70.105.210.
- J. Orientation of entry and display space—Entry and window display area shall be oriented toward the city street. Parking may and will often be provided behind and/or under the rear or side portion of a new commercial structure. In this case additional entry may be oriented toward the parking area but such additional

entry area will be in addition to rather than in place of window display and entry area addressing the street and sidewalk.

- K. Utilities—All electrical, telephone, and other utilities shall be brought underground into the site and to the buildings.
- L. Loading—All loading must be on-site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with concrete or asphalt, be well-drained and of strength adequate for the truck traffic expected.
- M. Parking—All vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length nineteen feet. All parking areas shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.
- N. Outside storage—All storage and refuse shall be visually screened by landscaping barriers, walls or coverings and be included in plans and specifications. Such barriers, walls or coverings shall not restrict access to emergency exits.
- O. Noxious effects:
 1. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.
 2. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.
 3. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

17.48.080 Off-street parking space.

In the C district, minimum off-street parking **for commercial uses** shall be provided as specified in Chapter 17.72. **Most notably** Section 17.72.060 exempts **ing** some existing structures from being required to meet off street parking standards and limits **ing** the instances in which expanded building areas are required to meet a parking standard. Allowances for parking to be located walking distance from a new structure and joint use of spaces per Section 17.72.070 may also be authorized when determined by the planning commission **or City Administrator** to provide appropriate flexibility in the application of parking requirements in the core downtown area. (Jewett commercial street front.)

For residential uses in the C district, one space is required per unit, and one-half space per ADU, with a minimum of one space provided. Assigned parking in remote lots, including lots under the same ownership as the dwelling(s), or joint use parking under binding agreement, may be substituted if they are within 200 feet of the subject property.

Chapter 17.50 RD RIVERFRONTAGE DISTRICT

17.50.010 Purpose—Use restrictions generally.

In the RD district, structures and premises shall only be used in accordance with the provisions of this chapter. It is the intent of this district to allow planned development for recreational, commercial, light industrial and **limited mixed** residential uses, **particularly those uses that are water-dependant or where the proximity to the Columbia River is necessary for the development.** Property owners are encouraged to work together to formulate an overall development plan for this district. As part of the site plan review process, consistency with the overall development plan in this district, **and clear and objective design standards, as adopted, if any,** shall be **considered the basis for approval.**

17.50.020 Principal uses permitted subject to site plan review.

Subject to site plan review in accordance with [Chapter 17.81], the following uses are permitted:

- A. Limited commercial uses which provide for sale of products, materials or services relating primarily to the recreational, tourist and related activities of the White Salmon vicinity, including:
 - 1. Retail stores and shops providing goods and services such as dry goods, photographic supplies and equipment, sports and recreation supplies and equipment, gifts, art work and convenience items;
 - 2. Restaurants, hotels, motels and tourist facilities;
 - 3. Banks, business and professional offices;
 - 4. Manufacture, assembly or treatment of articles or merchandise from previously prepared materials which takes place wholly within an enclosed structure and from which there is no discernible odor, noise, dust, smoke, cinders, gas, vibration, refuse matter or other noxious effects beyond the property lines.
- B. Limited manufacturing for the manufacture of goods or products which takes place wholly within an enclosed structure and from which there is no discernible odor, noise, dust, smoke, cinders, gas, vibration, refuse matter or other noxious effects beyond the property lines, including:

Assembly, fabrication, manufacture, compounding, processing, packaging or treatment of products primarily related to the recreational, tourist and related activities of the White Salmon vicinity.
- C. **Mixed-use residential buildings, where the ground floor includes 100% commercial uses conforming to the district standards, with the exception of residential stairway entrances and/or lobbies at a maximum width of twenty feet, required maintenance or fire riser rooms, and residential garage entrances at a maximum width of thirty feet.**

17.50.030 Conditional uses permitted subject to site plan review.

Subject to site plan review in accordance with [Chapter 17.81], conditional uses which may be authorized by the [planning commission] pursuant to Section 17.80.060 are:

- A. Parks and playgrounds;
- B. Public and government facilities;
- C. Churches and other religious or charitable organizations;
- D. Fire and police stations;
- E. Hospitals and medical care facilities for human beings;
- F. Recreational and vehicle parks and campgrounds;
- G. Any other use determined to be of the same general character as, and no more detrimental than, the principal and conditional uses allowed in the district subject to the required conditions.

17.50.040 Accessory uses allowed.

The following accessory uses are allowed in the RD district:

- A. Uses and structures customarily incidental to the principal uses permitted outright;
- B. Residential occupancy that is secondary to a principal use permitted outright or to an approved conditional use;
- C. Signs as permitted by the sign ordinance, Sign Ordinance, Chapter 15.12 of this code.

17.50.050 Density provisions.

Density provisions for the RD district are as follows:

- A. Maximum Building Height. ~~Four stories~~; Not to exceed forty-five feet; increase setbacks five feet for each two feet over thirty-five-foot height; height over thirty-five feet will require the review and approval of fire department and building department based on public safety;
- B. Minimum Lot Area. The minimum area shall be determined based on the amount of area required to meet the provisions of this chapter and provide for proper sanitation and drainage;

C. Minimum Frontage.	On SR 14:	Two hundred fifty feet (rear alley access required)
	On secondary road:	Seventy-five feet
D. Minimum Front Yard.	To SR 14:	Twenty-five twelve feet
	To secondary road:	Twenty-five twelve feet
E. Minimum Side Yard.	To SR 14:	Twenty-five five feet
	To secondary road:	Twenty-five five feet
	Otherwise:	Ten three feet
F. Minimum Rear Yard.	To SR 14:	Twenty-five ten feet
	To secondary road:	Twenty-five ten feet
	Otherwise:	Twenty-five feet
G. Landscape Buffer.	To SR 14:	Twelve four feet
	To secondary road:	Ten four feet

- H. ~~Ratio of lot width to length not to exceed one to four~~ minimum lot depth fifty feet, minimum lot width thirty feet;
- I. SR 14 Access Separation. Four hundred feet where possible, two hundred foot minimum with a roadway access permit from the city engineer.

17.50.060 Specific use restrictions.

Basic uses permitted in the RD district shall be subject to these limitations:

- A. All business and manufacturing activities shall be limited to those which are not objectionable by reason of odor, noise, dust, smoke, cinders, gas, vibration, refuse water, water-carried waste or other noxious effects beyond the property line;
- B. Secondary or shared access drives and roads will be encouraged. Easement for secondary or shared access may be required where necessary to assure compliance with the SR 14 access separation criteria set forth in [Section] 17.50.050I.

17.50.070 General development guidelines.

Design criteria for siting developments within the RD district shall:

- A. Compliment and incorporate the natural features and terrain of the site area to the maximum extent possible;
- B. Provide fencing or screening of mechanical equipment and dumpsters or other refuse containers;
- C. Provide buffering of loading and unloading areas;
- D. Provide for adequate distances between on-site structures or the staggering of structures to maximize the use of natural light and view;
- E. Reduce the impact of tall or bulky structures;
- F. Avoid within the same development, sharp contrasts in building styles, colors or materials;

- G. Control public access points to the site's developments, utilizing a central lobby design, entrance courtyard, internal walkway or mall, or similar designs which protect the various land uses from disturbance from direct public access;
- H. When more than one primary use is to be included in the site area, require structures and uses be arranged and clustered to maximize opportunities for shared circulation, parking, loading, pedestrian walkways, plazas, recreation areas and day and night security;
- I. Vehicle circulation and parking shall be designed to:
 - 1. Clearly identify major access drives and avoid larger parking areas, and double loaded parking along such major access drives;
 - 2. Provide for shared parking between compatible uses;
 - 3. Driveways and parking areas shall be designed to allow for the encouragement of joint access and internal traffic flow between sites;
 - 4. Provide adequate landscape islands to visually buffer and define parking spaces as shown on city drawing 17.50.070-A, Minimum Parking Standards, on file in the office of the city clerk/treasurer.
- J. Landscaping and pedestrian amenities should be designed by a professional and shall include scaled drawings showing:
 - 1. High image materials to highlight public access points into buildings;
 - 2. Include benches, lighting and occasional waste receptacles in entrance courtyards and along pedestrian walkways or malls;
 - 3. Landscape buffers shall be required to buffer view and noise between adjacent uses and adjacent roadways. This area shall consist of landscape materials including trees, shrubs, berms, walls or fences. Consistent use of large trees and mixed vegetation screening will be encouraged. Where feasible, interconnecting pedestrian pathways will be required;
 - 4. Provide adequate appropriately scaled plant species to complement the scale of buildings within the development such as small scale ornamentals and small scale trees adjoining recreational residential developments and large scale trees in larger commercial or limited manufacturing developments, as well as adjacent to SR 14;
 - 5. All required landscape as shown on the site plan for the project shall be perpetually maintained in a healthy condition, free of refuse and debris. All plantings shall be maintained so as not to obscure the vision of traffic.
- K. Site plans shall be reviewed for consistency with the overall development plan for the property, if applicable.
- L. Site plans shall be reviewed in light of the limited access available to the Columbia River for public recreation and enjoyment, as well as any environmental impact of the development.

17.50.080 Off-street parking.

Off-street parking shall be provided in accordance with Chapter 17.72.

17.50.090 Utility requirements.

In the RD district, all new structures shall be serviced by underground utilities.

17.50.100 Signs.

Signs shall comply with the city sign ordinance as codified in Chapter 15.12 of this code.

Chapter 17.64 ACCESSORY DWELLING UNITS

17.64.010 Purpose.

- A. Provide homeowners with a means of obtaining through tenants in either the ADU or principal unit, rental income, companionship, security, and services.
- B. Add affordability options to the existing housing base.
- C. Allow for development of housing units in residential zoning districts that are appropriate for people at a variety of life stages.
- D. Protect neighborhood stability, property values, and the residential appearance of the community by ensuring ADUs are installed under conditions of this ordinance.

17.64.020 Location.

The accessory dwelling unit (ADU) overlay shall apply to all residential zoning districts. **An ADU may be allowed where an existing structure is non-conforming.**

17.64.030 Design standards.

- A. Configuration. An ADU may be located either within, attached to, or detached from the primary structure.
- B. Density. **Only one ADU Up to three ADUs** may be created in conjunction with each single-family residence, **as follows: Up to two ADUs in RL, R1 and R2, and up to three in R3. In the C district, up to three ADUs may be created if not facing a commercial street.**
- C. Minimum lot size. An ADU shall not be established on any parcel smaller than **four thousand five hundred two thousand** square feet. Note: site size and configuration must accommodate all parking and other development standards in addition to meeting the minimum lot size requirement.
- D. Maximum unit size. The gross floor area, calculated from finished wall to finished wall, of ~~an~~ existing structures, ~~an~~ additions, or new detached structures, converted to, or constructed for the purpose of creating ~~an~~ ADUs shall not exceed **fifty one hundred** percent of the gross floor area of the primary single family structure, not including garage and/or detached accessory buildings. A maximum of two bedrooms may be provided in an ADU. If the accessory unit is completely located on a single floor, the planning administrator may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met.
- E. Minimum unit size. The gross floor area of an ADU shall not be less than **three two** hundred square feet even if this exceeds the maximum requirement in [subsection] (D) above, or as otherwise established by the requirements of the city Adopted Building Code.
- F. Setbacks and lot coverage. Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not exceed the allowable lot coverage or encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures unless a variance is requested and approved. The ADU shall be oriented in a way that considers and maintains the privacy of residents in adjacent or adjoining dwellings to a practical extent.
- G. Scale and visual subordination. The development of the parcel will maintain the character and appearance of a single family residential use. New detached structures, or additions to existing structures, created for the purpose of establishing ADU, shall not comprise more than **forty sixty** percent of the total front elevation of visible structure, including the combined ADU and primary unit. This standard does not apply for internal conversions of existing structures.
- H. Parking. Additional on-site parking of one space is required in conjunction with the establishment of an ADU **in RL, R-1 and R-2 zones. One-half space is required per ADU in R-3 and C zones, but a minimum of one space is required. having a single bedroom. Two on site parking spaces are required in conjunction**

~~with the establishment of an ADU having two bedrooms.~~ The off-street parking requirements set forth in Chapter 17.72 shall be maintained for the primary residence. Spaces provided to serve the ADU shall be dedicated to that purpose and must be kept open and available for use by residents and guests of the ADU. Assigned parking in remote lots, including approved joint use parking under binding agreements, may be substituted for the required off-street parking if they are within 200 feet of the subject property.

- I. Access. The driveway serving the ADU shall be the same driveway serving the principal dwelling unless special approval is granted by planning commission based on findings that a separate driveway to the ADU can be accommodated while maintaining consistency with the intent of this section and all other review criteria.
- ~~J. Design and appearance. An ADU, either attached or detached, shall be consistent in design and appearance with the primary structure. Specifically, the roof pitch, siding materials, color and window treatment of the ADU shall be the same as the primary structure.~~
- ~~K. J.~~ Construction standards. The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.
- ~~L. K.~~ Accessibility. To encourage the development of housing units for people with disabilities, the building official may allow reasonable deviation from the stated requirements to install features that facilitate accessibility. Such facilities shall be in conformance with the International Building Code.

~~17.64.040 Review process for ADUs.~~

- ~~A. Approval to construct and operate an ADU shall be requested with submittal of a site plan and conditional use permit application.~~
- ~~B. Building permits are required for ADUs. The applicant will be required to demonstrate compliance with the above standards prior to receiving land use approval on a building permit.~~
- ~~C. A letter of application must be received from the owner(s) stating that the owner(s) shall occupy one of the dwelling units on the premises, except for bona fide temporary absences, not to exceed six months of any calendar year and that at no time will they receive rent for the owner-occupied unit.~~
- ~~D. A notarized acknowledgement signed by the owners, acknowledging the requirements for creating and maintaining an ADU in conjunction with the primary dwelling on the owner's parcel, shall be recorded with the county so that it is a matter of public record and will come to the attention of any future owners.~~
- ~~E. An ADU may be cancelled by the owner filing a notarized certificate with the city for recording with the county making the termination of the ADU a matter of public record. Cancellation of an ADU may also result from enforcement action if land use approval for the ADU is withdrawn.~~

Chapter 17.68 DESIGN AND USE STANDARDS

17.68.010 Purpose and applicability.

Provisions of this chapter are of general application to all districts unless otherwise noted. It is the intent of this title to provide standards sufficient to afford continuing protection to property and yet be adaptable enough to avoid unnecessary hardship or interfere with growth and natural change. Accordingly, supplementary provisions are also necessary to govern specific deviations from general rules. Those special deviations are to be contrasted with the grant of variance, which requires discretionary action by the board of adjustment where standards cannot be completely defined.

17.68.020 Lots—Reduction limitations.

No property may be so reduced in area that it would be in violation of minimum lot size, yard provisions, lot coverage, off-street parking, or any other requirements of the district or use.

17.68.030 Lots—Use when below minimum size.

Buildings or structures may be erected, moved or structurally altered on property which is less than the minimum lot area or dimensions for the district in which it is located, provided such property existed by title in its present form and size before August 19, 1992, the date of adoption of the ordinance codified in this title. In such cases, documentary proof of the fact and date of acquisition shall be submitted by the person claiming benefits from this cause. This section shall not waive other minimum requirements of this title.

17.68.040 Front yards—Use restrictions.

Where any front yard is required, no building shall be thereafter erected or altered so that any portion thereof shall be nearer the front property line than the distance indicated by the depth of the required front yard.

17.68.050 Front yards—Projection of steps, fences and other structures.

Steps, terraces, platforms, porches, ~~fences~~ and similar projections ~~having no roof covering and being not over forty-two inches high~~ may be built within a front yard, but in no case shall such projections cause a front yard to be less than ~~ten~~ four feet from the face of the projection to the property line. ~~No accessory buildings are permitted in the front yard.~~ Fences up to forty-two inches high are allowed on the front property line.

17.68.060 Side yards—Use restrictions.

Where any specified side yard is required, no building shall be hereafter erected or altered so that any portion thereof shall be nearer to the side lot line than the distance indicated by the width of the required side yard.

17.68.070 Side yards—Projection limitations.

Eaves, cornices, chimneys and similar projections may extend over the required side yard for a distance of not more than two feet.

17.68.080 Rear yards—Projection limitations.

Eaves, cornices, steps, platforms, rear porches and similar projections, whether enclosed or not, but not ~~exceeding in width one-half that of the building, nor~~ more than one story in height, may extend into the rear yard setback up to three feet from the rear lot line, not more than twenty percent of the distance from the exterior wall of the structure to the rear property line. Accessory buildings may occupy the rear yard and shall be located a minimum of five feet from rear lot lines unless otherwise required to meet the setbacks applicable to the principal structure. ADUs may be located a minimum of three feet from the rear lot line when the rear lot line adjoins an alley.

17.68.090 Corner lots and corner visibility.

No sight-obscuring structures or plantings exceeding thirty inches in height shall be located within a twenty-five-foot radius of the lot corner nearest the intersection of two public, county or state roads, or from the intersection of a private driveway or road easement and a public, county or state road. Trees located within twenty feet of any such intersection shall be maintained to allow ten feet of vision clearance below the lowest hanging branches.

17.68.100 Irregularly shaped lots.

On irregular-shaped lots, the average distance from the building line to the lot line shall be not less than the minimum yard provision; provided, however, that no part of the structure shall be located so that less than one-half the minimum yard provisions occurs at any point along such averaged alignment.

17.68.105 Underground utilities exception.

Underground utilities are provided as required in all zoning districts, including electricity, communications and street lighting; however, there are situations where topography, soil or other conditions make underground installation impracticable. Upon written evidence provided by the supplier of such utilities, the city council may waive the requirement for underground utilities in such instances.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.120 Professional offices and clinics.

Professional offices and clinics, when permitted subject to conditional use review in districts more restrictive than the C1 district, shall meet the following requirements:

- A. Lot Area. Minimum lot area shall be ten thousand square feet.
- B. Off-Street Parking. Off-street parking shall be required in accordance with Chapter 17.72.
- C. Architecture and Landscaping. Buildings, structures and landscaping shall harmonize with the buildings in the vicinity.

17.68.130 Manufactured home siting standards.

Only those manufactured homes used as residences on individual lots which meet the following criteria are permitted:

- A. The manufactured home must be a "new manufactured home" as defined by Section 17.08.320 of this chapter;
- ~~B. The manufactured home shall have three of the following elements: garage or carport; covered porch or entry; gables; bay windows; window shutters; dormers; eaves with a minimum projections of six inches.~~
- ~~C. The home shall have a roof pitch of at least 3:12;~~
- ~~D.~~ **D.** The manufactured home shall be pit-installed or backfilled so that no more than twelve inches of enclosing material is exposed above average grade on or along the street side. The enclosing material shall meet all current UBC requirements for such use. The twelve-inch limitation shall not apply if the home is installed on a basement or other foundation constructed in accordance with current UBC requirements;
- ~~E.~~ **E.** The manufactured home shall be attached to a permanent foundation, as specified by the manufacturer. Foundations, tie-downs or other supports shall be provided to withstand the specified horizontal, uplift and overturning wind forces on a manufactured home, based upon accepted engineering design standards, as approved by Washington State and the local building official;
- ~~F.~~ **F.** The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards that will reduce heat loss to levels equivalent to the heat loss performance standards required of single-family dwellings constructed under the current Washington State Energy Code;
- ~~G.~~ **G.** Require title elimination (WAC Chapter 308-56A and WAC 65.20.040) within one year of home installation if the property is owned by the manufactured home owner;
- ~~H.~~ **H.** The unit must be installed on the site in accordance with the state installation code (WAC 296-150B);
- ~~I.~~ **I.** Include a finished porch or deck for each entrance door.

17.68.140 New structures to be serviced by underground utilities—New utilities to be underground.

- A. All new structures built within the city after the effective date of the ordinance codified in this section shall be served by underground utilities.
- B. All new utilities installed within the city after the effective date of the ordinance codified in this section shall be underground.

17.68.150 ~~Town~~ Rowhouse siting standards.

- A. Each ~~townhouse~~ rowhouse in ~~the townhouse a~~ project shall have a minimum width of ~~twenty~~ twelve feet.
- B. Access:
 - 1. A common access drive at least sixteen feet wide with a minimum of twelve feet of paved area with one-foot minimum shoulders on either side;
 - 2. No parking in common access drives. Parking in designated parking areas only;
 - 3. A common access for parking is allowed and may take the form of an easement as long as a maintenance agreement is approved by the city engineer and recorded with the plat;
 - 4. Where access is provided directly from a street, each ~~townhouse~~ building shall be required to share only one curb cut unless the city determines that driveway spacing requirements can better be met by separating the access points.
- C. Projects providing more than three ~~townhouse~~ units shall provide off street parking at the ratio of 2.5 spaces per unit to help accommodate guests and additional vehicles;
- D. A preliminary plat shall be submitted and approved prior to issuing the building permit;
- E. A post construction survey shall be submitted prior to approval of the final plat. Said survey shall be certified by a surveyor licensed in the state of Washington and shall show all setbacks including common wall location. Each division shall conform to Title 16 of this code;
- F. If a ~~townhouse~~ rowhouse is destroyed in any manner, it shall be replaced in compliance with the ~~townhouse~~ rowhouse criteria or the tax lots/parcels shall be legally combined to create a ~~minimum five thousand square foot parcel or to the size of the parcel prior to the townhouse project.~~ conforming lot.
- G. Project Design:
 - 1. ~~Buildings shall conform to approved design standards for rowhome design, if any. Buildings should be articulated to provide identity for individual units and buildings shall meet stepped height limits. Maximum height twenty-five feet within ten feet of side property. Maximum height is twenty-eight feet beyond the first ten feet off the property line.~~
 - 2. ~~Townhouse developments must incorporate design features to reduce the appearance of building mass and bulk.~~
 - 3. ~~Building facades shall use offsets and step backs, the facade shall be broken up by design elements that may include but are not necessarily limited to gables, building projections and articulation.~~
 - 4. ~~Projecting eaves and roof gables shall extend beyond the main facade to increase building articulation (two feet minimum recommended).~~
 - 5. ~~Architectural features such as bay windows, chimneys and porches are encouraged to provide human scale and to break up building mass and bulk.~~
 - 6. ~~Dwelling entries such as stoops and porches shall be the predominant facade feature and should have a floor dimension that encourages outdoor seating and use. Raised porches are encouraged.~~
 - 7. ~~Building materials shall be of a high quality and compatible with surrounding residential structures. Colors and materials shall be coordinated in an aesthetic manner that responds well to the form of the entire building or project and to perpetuate a residential feel.~~

H. Front Door Landscaping:

1. A minimum of ten feet of landscaping shall be provided in the yard area between the front elevation of each unit and the common access drive or public street, as measured from the edge of pavement or sidewalk. If the units are accessed by private drive and "turn their backs" on the public street the same landscaping requirement must be met in the yard area between the rear elevation of each unit and the public street.
2. Paths or walkways to individual front doors and utility easements may occur in this area, but only if the dominant amount of the area remains available to support significant landscaping.
3. At least one tree per unit front must be provided. Entry stoops, porches or architectural elements are encouraged and may encroach into this yard area up to two feet.

I. Garage Designs:

1. ~~All garage structures must be consistent and compatible with the architecture and materials of the townhouses.~~
1. Garages may be detached, attached or located underneath the units and shall be situated to provide for open landscaped areas and reduced paving.
2. Garage doors shall have some design details, including split panels, trim details and windows. Paired, single-car garage doors are encouraged over large double doors for two car garages.

J. Adequate Storage and Mechanical Equipment:

1. Each unit shall have at least eighty square feet of enclosed storage area (typically, in the garage area and in addition to area dedicated to parking requirements) so that residents will have some place to store bulky personal effects (such as recreational equipment) allowing, garage space to remain available for parking.
2. Conditions of approval and possible application of CC&Rs for ~~townhouse rowhouse~~ projects shall continue to prohibit conversion of garage parking into storage space.
3. Exterior mechanical equipment such as heat pumps, shall be located to minimize visual impact and where visible from front doors of units or the public street shall be screened from view.

17.68.170 Fire safety standards.

- A. Development shall be set back at least fifty feet from the top of major slopes greater than thirty percent or thirty feet from the top of grade if the following is done:
 - a. Limit extensions of decks and eaves toward the slope unless fire resistant or noncombustible materials are used.
 - b. Decking areas screened or enclosed.
 - c. Enclose soffits.
- B. Yard areas shall be maintained free of refuse and dead or dying vegetation contributing to fire fuel loads as much as possible. Clear clean areas shall be maintained, free of fire fuel loads, under decks and large extended eaves.
- C. Following steps are necessary and strongly recommended to further minimize fire fuel loading.
 - a. Plant fire resistant domestic plantings - (SEE Pacific NW Extension Service publication "Fire Resistant Plants for Home Landscapes " - firefree.org and DNR recreation education homeowners page for information free video or brochure about the importance of fire-safe landscaping.)
 - b. Trees are encouraged to provide shade and ground cooling.
 - c. Trees should be grouped with spaces to provide breaks in canopy area.
 - d. Trees should be kept in healthy condition, limbed up, and free from dead and dry woody debris.

- e. Understory vegetation should be minimized under tree canopies. Understory plantings extending under tree canopies should use lower vegetation less likely to provide ladder fuel to carry a ground fire into the tree canopy.
- D. Fire resistant building materials shall be used when possible to do so:
 - a. Fire resistant roofing installed to the manufacturers specification and rated by Underwriter's Laboratory as Class A, B, or its equivalent (includes but not limited to: slate, ceramic tile, composition shingles, and metal).
 - b. All structural projections such as balconies, decks and roof gables built with fire resistant materials equivalent to that specified in the International Building Code.
 - c. All chimneys and stove pipes be capped with spark arresters meeting NFPA standards, e.g., constructed of 12 USA gauge wire mesh with openings one-half inches in size.
 - d. Screens of noncombustible corrosion resistant mesh screening material with openings one-fourth inches or less in size employed on roof and foundation vents to keep sparks and embers out.
 - e. Screen under decks less than three feet in height with noncombustible corrosion resistant mesh screening material with openings one-fourth inches or less in size to keep fuel loads from accumulating in low areas difficult to clear and maintain.
 - f. Maintain clear area along any overhead utility lines.
- E. A clear emergency access route to all the dwelling and any occupied accessory structures is required. Access to other developed portions of the site should be maintained:
 - a. Twelve to sixteen feet driving surface with fourteen to sixteen feet horizontal clearance (free of branches, fences, and other structures...) and fourteen feet of vertical clearance are required to ensure free passage of emergency response vehicles.
 - b. If your driveway is longer than one hundred fifty feet a turnaround meeting fire code is required to preclude the need to back emergency response vehicles out in an emergency situation. This requirement will only be modified with review and agreement of the fire chief or the chief's designee.

17.68.180 Maximum lot coverage.

- ~~A. Lot Coverage: The percentage determined by dividing (a) the area of a lot covered by the total (in square feet) of: (1) the footprint of the main building; and (2) the footprints of accessory buildings (counting only buildings with footprints larger than one hundred fifty square feet, or with two stories or more); and (3) parking pads, driveways, and other impervious surfaces such as sport courts etc.; by (b) the gross area of the [that] lot.~~
- ~~B. Maximum Allowable Coverage: Maximum lot coverage applies to any new development or expansion of existing development in the city. New development and expansions to existing development must comply with maximum lot coverage standards in Table 17.01 except as provided below:

 - ~~1. When a detached garage is provided in the rear yard, of a residential dwelling the maximum lot coverage may be increased as shown in the table below.~~
 - ~~2. When a porch is attached to the front elevation of the residential dwelling and has an area of at least sixty square feet on the front of the building (exclusive of any wrap-around or side porch), the maximum coverage may be increased as shown in the table below.~~
 - ~~3. When a storm water management plan, prepared by a qualified professional, is provided documenting that all storm water resulting from new development or expansion of existing development can be sufficiently accommodated on site, the lot coverage can be exceeded within the limits of setback requirements if the plan is reviewed and accepted by the city.~~~~

**TABLE 17.01
Maximum Allowable Lot Coverage by Zone**

ZONE:	Residential Zones	Commercial, Mixed Use Zones
Max Lot Coverage	50%	60%
Max Lot Coverage w/ front porch	55%	-na-
Max Lot Coverage w/ rear garage	55%	-na-
Max Lot Coverage w/front porch AND rear garage	58%	-na-

~~4. Existing main and accessory structures that are not in conformance with these coverage requirements prior to adoption of this regulation, are permitted to be rebuilt within the building footprint as it existed at the date of adoption (, 2012), if the structures are damaged or partially destroyed by fire, wind, earthquake or other force majeure and if construction commences within two years from the date of the calamity.~~

~~5. Multi-family dwellings, subject to site plan review, are exempt from the lot coverage requirements and are required to demonstrate adequate capacity to accommodate storm water, on-site circulation, etc. through the required site plan review process.~~

17.68.190 Signs and lighting also regulated.

Sign standards and requirements are addressed in Chapter 15.12 of Title 15 of the White Salmon Municipal Code. Lighting standards and requirements are addressed in Chapter 8.40 of Title 8 of the White Salmon Municipal Code. Any of the applicable standards from either of these chapters may be incorporated into any land use decision made under this title.

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.72 OFF-STREET PARKING AND LOADING

17.72.010 Standards generally.

It is the intent of this chapter to allow for parking and loading standards.

17.72.020 Purpose of provisions.

The provision of off-street parking and loading space in accordance with the needs and requirements of particular property use is a necessary public policy in the interest of traffic safety, minimizing congestion, and to provide harmonious development.

17.72.030 New uses—Minimum requirements.

New uses in all districts shall meet the minimum standards of this title.

17.72.040 Parking spaces—Size and access.

- A. Each off-street parking space shall have a net area of not less than one hundred sixty square feet, exclusive of access drives or aisles, and shall be of usable space and condition. If determined on a gross-area basis, three hundred square feet shall be allowed per vehicle.
- B. If the required parking space for a one-family or two-family dwelling is not provided in a covered garage, then such space shall not be less than two hundred square feet, and shall be so located and/or constructed that it may later be covered by a garage in accordance with the provisions of this title and the city building code.

17.72.050 Parking spaces—Location.

Off-street facilities shall be located as hereinafter specified. Where a distance is specified, such distance shall be the maximum walking distance, measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve.

- A. For one-family and two-family dwellings: on the home lot with the building they are required to serve;
- B. For multiple dwellings: one hundred fifty feet;
- C. For hospitals, sanitariums, homes for the aged, asylums, orphanages, club rooms, fraternity and sorority houses, as approved by city council.
- D. For residential units in all zones except R-L, assigned parking in remote lots may be substituted for the required off-street parking if they are located within 200 feet of the subject property, and a binding agreement is furnished to the City for review and approval under 17.72.070.

17.72.060 Parking spaces—Expanded or enlarged uses.

Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for expansion or enlargement, in accordance with the requirements of the schedule set out in Section 17.72.090; provided, however, that no parking space need be provided in the case of enlargement or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in the schedule for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing as of September 12, 1973.

17.72.070 Joint use—Authorized when.

The ~~board of adjustment~~ **City** may authorize the joint use of parking facilities for the following uses or activities under the conditions specified:

- A. Up to fifty percent of the parking facilities required by this chapter for a theater, bowling alley, dancehall, restaurant, or other similar uses, may be supplied by the off-street parking provided by other "daytime" types of uses;
- B. Up to fifty percent of the off-street parking facilities required by this chapter for any "daytime" buildings or uses may be supplied by the parking facilities provided by uses herein referred to as "nighttime" uses;
- C. Up to one hundred percent of the parking facilities required by this chapter for a church or auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities serving primarily "daytime" uses.
- D. Up to one hundred percent of the parking facilities required for residential uses in all zones except R-L, when the joint use facility serves primarily "daytime" uses.
- E. If the required amount of off-street parking has been proposed to be provided off-site, the applicant shall provide written contracts with affected landowners showing that required off-street parking is and will continue to be provided in a manner consistent with the provisions of this chapter. The contracts shall be reviewed by the city for compliance with this chapter, and if approved, the contracts shall be recorded with the county records and elections division as a deed restriction on the title to all applicable properties. These deed restrictions may not be revoked or modified without authorization by the city.

17.72.080 Joint use—Location and other conditions.

- A. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be demonstrated to the city to be within suitable walking distance for the nature of the use being served.
- B. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.

17.72.090 Number of spaces for designated uses.

The following table sets out minimum standards for parking spaces:

Use	Spaces Required
Residential structures	2 for each dwelling unit unless otherwise specified; 1 for each ADU unless otherwise specified
Auto courts, motels	1 for each sleeping unit
Hospitals and institutions	1 for each 4 beds
Theaters	1 for each 4 seats except 1 for each 8 seats in excess of 800 seats
Churches, auditoriums and similar open assembly	1 for each 50 square feet of floor area for assembly not containing fixed seats
Stadiums, sports arenas, and similar open assembly	1 for each 6 seats and/or 1 for each 100 square feet of assembly space without fixed seats
Dancehalls	1 for each 50 square feet of gross floor area
Bowling alleys	6 for each alley
Medical and dental clinics	1 for each 150 square feet of gross floor area
Banks, business and professional offices with on-site customer service	1 for each 400 square feet of gross floor area
Offices not providing customer services on premises	1 for each 4 employees or 1 for each 800 square feet of gross floor area
Warehouse, storage and wholesale business	1 for each 2 employees
Food and beverage places with sale and consumption on premises	1 for each 200 square feet of gross floor area
Furniture, appliance, hardware, clothing, shoe, personal service stores	1 for each 600 square feet of gross floor area
Other retail stores	1 for each 300 square feet of floor area, or at a ratio of 1 inside to 1 outside
Manufacturing uses, research, testing, assembly, all industries	1 for each 2 employees on the maximum working shift and not less than 1 for each 800 square feet of gross floor area
Uses not specified	Determined by planning commission

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 ____ day of _____ by the City Council of the City of White Salmon, Washington.

Marla Keethler, Mayor

ATTEST:

Stephanie Porter, City Clerk/Treasurer

APPROVED AS TO FORM:

Shawn R. MacPherson, City Attorney

File Attachments for Item:

E. Ordinance 2023-11-1152 Adopting the Critical Areas Updates

1. Presentation
2. Discussion
3. Action



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

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes

Meeting Date:

December 20, 2023

Agenda Item:

Critical Areas Ordinance (CAO) Adoption

Presented By:

Stephanie Porter, City Clerk Treasurer

Action Required:

Motion to adopt amendments to City’s Critical Areas Ordinance (WSMC 18.10), placeholder Heritage Tree Regulations (WSMC 18.40) as well as City staff-recommended minor amendment to WSMC 19.10.040 project permit application framework.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance 2023-11-1152 Amending WSMC 18.10 Critical Areas and WSMC 19.10.040 and Ordinance 2023-11-1153 Creating WSMC 18.40 Heritage Trees.

Explanation of Issue:

Proposed amendments to the CAO were developed to complete the City’s required periodic update of their critical areas regulations every 10 years to remain in good standing with the State for future grant funding opportunities. RCW 36.70A.030(5) defines five types of critical areas subject to review:

- Wetlands
- Critical Aquifer Recharge Areas
- Frequently Flooded Areas
- Geologically Hazardous Areas
- Fish and Wildlife Habitat Conservation Areas

As of December 5th, the Department of Commerce 60-day notice and agency comment period has expired. As a result, three state agencies have commented under this notice period: Department of Natural Resources (WDNR), Department of Health (DOH), and Department of Ecology. Post public hearing, changes were made to reflect WDNR, DOH and Ecology comments, where necessary.

Further, discussions with the City Attorney have led to land use approval permit expiration code provisions to be added, found within the proposed Critical Area Reasonable Use Exception Variances section within WSMC 18.10.115(C).

Otherwise, key agency amendments include:

1. Changing references to Growth Management Act to Chapter 36.70A RCW for correct references to state statute.
2. Adding Critical Aquifer Recharge Area (CARA) regulatory standards (proposed WSMC 18.10.612), associated Critical Aquifer Recharge Area C mapping resources and refining the CAO to account for mapped Wellhead protection areas, a known

CARA. DOH maps wellhead protection areas in several areas of White Salmon where none were thought to previously occur (source: <https://fortress.wa.gov/doh/swap/index.html>). These mapped wellhead protection areas intersecting with City limits and its Urban Area include:

City of White Salmon

- a. Source #2, Jewett Springs

Bingen Water Dept.

- b. Source #3, Well #3, Reservoir – AFL844
- c. Source #5, Well #5, Park- AFL847
- d. Source #6, Well #6, Dry Creek- AFL846

3. Adjustments to wording for single family expanded or reconstructed structures critical area buffers (including wetlands, streams, fish and wildlife habitat conservation areas) to ensure all listed requirements apply.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

Fiscal Analysis:

Financial impacts for Critical Areas Ordinance Project less than \$300 increase. Increase is reflected in the 2023 Budget Amendment No 4.

Recommendation of Staff/Committee: Staff is recommending adoption of the CAO (WSMC 18.10) and related amendment WSMC 19.10.040 – Project permit application framework and placeholder Heritage Tree Ordinance – WSMC 18.40.

Follow Up Action:

If accepted, no follow-up action is necessary. If revised or request for additional work on the CAO is made, revisions (if any) must go back to Council for adoption. If substantive, an additional public hearing may be required.

CITY OF WHITE SALMON

ORDINANCE NO. 2023-11-1152

AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, AMENDING TITLE 18 BY REVISING CHAPTER 18.10, AND AMENDING TITLE 19 BY REVISING CHAPTER 19.10.040, TO UPDATE LAND USE DEVELOPMENT ADMINISTRATIVE PROCEDURES RELATED TO THE CRITICAL AREAS ORDINANCE, INCLUDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of White Salmon (“City”) acknowledges the need to update its critical areas ordinance (CAO, WSMC 18.10) to better reflect Best Available Science, the needs of staff for more appropriate administration and generally update regulations in accordance with RCW 36.70A; and

WHEREAS, the City recognizes the benefits of conserving natural habitat, improving water quality, and continuing to avoid, minimize and mitigate for impacts toward frequently flooded areas, streams, wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas and their buffers; and

WHEREAS, the City last updated its CAO in 2012 and must do so to remain in compliance with State requirements to continue to receive state grants; and

WHEREAS, the City locally approved similar changes to its Shoreline Master Program (yet to be approved by Department of Ecology), so this update matches many of the same code requirements for critical areas within shoreline jurisdiction; and

WHEREAS, the City recognizes a separate effort is needed to make substantive edits to the City’s Heritage Tree Ordinance at a later date; and

WHEREAS, the City will copy much of the existing Heritage Tree Ordinance regulations from WSMC 18.10.317 to WSMC 18.40 – Heritage Trees as a placeholder, administering these regulations until a future ordinance has gone through the public process; and

WHEREAS, the Planning Commission heard a brief introduction regarding the CAO update on its August 23, 2023 meeting; and

WHEREAS, in accordance with Chapter 43.21C RCW and WAC 197-11, a Determination of Non-Significance (“DNS”) was issued with a comment period which expired on September 13th, 2023, and an appeal period which expired on September 13th, 2023. No appeals were filed; and

WHEREAS, between August 30th, 2023 and September 29th, 2023, the City provided a public comment period; and

WHEREAS, on September 13th, 2023, a public hearing with the Planning Commission occurred to hear public testimony; and

WHEREAS, the 60-day adoption notice was sent on October 6th, 2023, to the Washington State Department of Commerce informing the proposed change in development regulations; and

WHEREAS, on October 25th, 2023, this Critical Areas Ordinance received Planning Commission recommendation; and

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 18, chapters 18.10, and Title 19, chapter 19.10.040:

SECTION 1. Amendment to Title 18, Chapters 18.10, The City hereby repeals WSMC Title 18 Chapter 18.10 and adopts the following to be codified as WSMC Title 18 Chapters 18.10:

Key: **Bold Underlined** = added language
~~**Bold Strikethrough**~~ = deleted language

Chapter 18.10 CRITICAL AREAS ORDINANCE

18.10.030 - Introduction and purpose.

Critical areas are valuable and fragile natural resources with significant development constraints that, in their natural state, provide many valuable social and ecological functions. The attendant buffers of critical areas are essential to the maintenance and protection of ~~the~~ sensitive land and its functions and values. The loss of social and ecological functions provided by critical areas, especially wetlands, riparian zones, and fish and wildlife habitat, ~~results in a detriment to~~ can be detrimental to public safety and welfare. Critical areas help to relieve the burdens on the people of White Salmon which urban development can create, including congestion, noise and odors, air pollution, and water quality degradation that can accompany urban development.

Critical areas serve several important urban design functions. They provide: (1) open space corridors separating and defining developed areas within the city; (2) views ~~which that~~ enhance property values and the quality of life in developed neighborhoods; (3) educational opportunities for the ~~citizens~~ residents of White Salmon; and (4) accessible areas for residents to stroll and enjoy White Salmon's valuable natural features.

~~Conservation of critical areas has associated~~ The natural resource benefits associated with conserving critical areas include, including improved air and water quality, maintenance of fish and wildlife habitat, decreased erosion and sedimentation to streams, absorption of pollutants, and the preservation of rare plant and animal species. The intent of this regulation is that the city of White Salmon is to achieve no net loss of wetlands, floodplains, fish and wildlife habitat conservation areas, and riparian zones, and to avoid ~~developing the loss~~ of geologically hazardous areas and aquifer recharge/wellhead protection areas that impact human safety. Where avoidance is not practical, the intent of the regulation is to minimize the environmental impacts of development within and adjacent to critical areas. This regulation promotes a balance between recreational and public use of critical areas, consistent with the maintenance of their natural appearance and functional values.

This regulation ~~will be is an~~ adopted ~~as a e~~City ordinance and ; ~~it will~~ functions as an overlay zone. The critical areas ordinance will not change the base zoning of any parcel of land. It will potentially limit development otherwise permissible in the base zone, as required to maintain the appearance and function of the critical area. Development limitations on critical areas ~~reduce the need to require additional studies to ensure compliance~~ work in conjunction with the State Environmental Policy Act (SEPA) process and other state and federal environmental regulations as part of the development review process to avoid and compensate for impacts to environmentally sensitive areas. ~~and other state or federal environmental regulations.~~

18.10.070 - Best available science and risk assessments.

In 1995, the state legislature amended the Growth Management Act's environmental protection goal to require that regulations use best available science (BAS) to implement a "science-based standard" for the protection of critical areas (see Washington Administrative Code [WAC] 365-195). The requirement that regulations rely upon or use BAS is important for two reasons: first, it increases the likelihood that the benefits of a regulation actually exceed its costs, and secondly, increases the likelihood that it makes the process of regulatory decision-making is more predictable.

~~The City reviewed a number of models and ordinances based on bas BAS were reviewed in the preparation of the critical areas ordinance. After review, the model codes for critical areas by the Snoqualmie Watershed Forum and the city of La Center's critical areas ordinance stood out as the best-fit templates to use in preparing this document. The model code was chosen for its clarity and thoroughness, and because it was endorsed as a good starting point by the senior planner and critical areas specialist at the Washington Department of Commerce (CTED). The city of La Center's critical areas ordinance provided a good example since because size of the town is of a similar size to the size of White Salmon.~~

Local jurisdictions may depart from BAS, but are required to produce a identify the risks to the functions and values of critical areas and the measures chosen to limit such risks scientifically-based risk assessment. The city of White Salmon has not elected to prepare risk assessments necessary to depart from BAS.

~~Initial~~ An initial review of inventory maps confirms that fish and wildlife habitat and geologically hazardous areas will be the ~~most common~~ critical areas most commonly found in the city. Few, if any, wetlands are expected to be located as very few potential wetland areas appear on ~~the~~ National Wetland Inventory maps (NWI). Flood hazard areas or frequently flooded areas within White Salmon are typically located at the bottom of steep draws and not subject to strong development pressures. Critical Aquifer Recharge Areas (Critical aquifer recharge areas (CARA)s) supporting the sources of White Salmon's drinking water sources are located outside the City limits and urban growth boundary. Information about these areas has been collected and is listed on the mapping resource inventory sheet. Maps will be forwarded to Skamania and Klickitat County and the city will request to be involved in reviewing their CAO development and CARA protection measures. Critical areas maps are on file with the City and should be referenced in the administration of the City's critical areas ordinance.

18.10.100 - ADMINISTRATION.

18.10.110 - Authority and title.

- A. This ordinance is established pursuant to the ~~Revised Code of Washington (RCW)~~ Chapter 36.70A Revised Code of Washington (RCW) (the Growth Management Act) and critical area classification guidelines in WAC 365-190 and is known as "the White Salmon Critical Areas Ordinance (CAO)."
- B. This chapter shall apply concurrently with review under SEPA ~~the State Environmental Policy Act (SEPA), and Shoreline Management Act (SMA) once locally adopted.~~
- C. Compliance with the provisions of this chapter does not constitute compliance with other local, state, or federal regulations and permit requirements. Applicants for critical areas projects are responsible for complying with all state and federal regulations that may apply to the proposed activity – whether critical areas impacts are approved by the City. State, and federal permits will be required for certain activities in critical areas including, but not limited to, in-water or wetland work. All other relevant City permit and regulatory requirements shall also be met for the proposed activity.

- D. The critical area regulations in this title shall apply in addition to zoning and other regulations established by the City. In the event of any conflict between these and any other regulations of the City, the regulations that provide the greater protection of critical areas and buffers shall apply.

18.10.111 - Purpose.

The purpose of the critical areas ~~overlay district ordinance~~ is to:

- A. Protect the public health, safety, and welfare by preventing adverse impacts of development;
- B. Protect the public and public resources and facilities from injury, loss of life, property damage, or financial loss due to flooding, erosion, landslides, soils subsidence, or steep slope failure;
- C. Implement the goals, policies, guidelines and requirements of the ~~Washington State~~ Growth Management Act in accordance with the ~~city of White Salmon City's~~ Comprehensive Plan.
- D. Preserve and protect critical areas, with special consideration for the habitat of anadromous fisheries, as required by the ~~Washington State~~ Growth Management Act, by regulating development within and adjacent to ~~them~~ critical areas, while allowing ~~for~~ the reasonable use of private property.

18.10.112 - Jurisdiction Applicability.

- A. The ~~city City's of White Salmon (the city)~~ CAO applies to all regulated activities specified in 18.10.113 within critical areas and their buffers shall regulate all uses, activities, and developments within, adjacent to, or likely to affect, one or more critical areas, consistent with the provisions of this chapter. with the exception of exempt activities in 18.10.114 or activities exempted under the individual critical area chapters for each type of critical area. Critical areas regulated by this chapter include:
 1. Wetlands ~~areas~~.
 2. Critical aquifer recharge areas.
 3. Frequently flooded areas.
 4. Fish and wildlife habitat conservation areas.
 5. Geologically hazardous areas.

All areas within the city meeting the definition of one or more critical areas are subject to the provisions of this chapter. Based on available information, CARAs are not present within the City. If, in the future any CARAs are identified within the city based on development of additional public drinking water or other potable water sources, the city shall adopt standards and criteria based on best available science to protect the resulting critical areas.

- B. Chapter 18.10, the CAO of the City of White Salmon, does not apply to critical areas within regulated shoreline jurisdiction that are regulated by the critical area provisions of the City's adopted shoreline master program (SMP).

18.10.113 – Regulated Activities.

- A. The City shall not approve any application to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of WSMC Chapter 18.10. The following specific developments, uses, or activities are regulated by this title and require critical areas review prior to initiation when located within a critical area or its buffer. A critical area report may be required to support the requested activity that meets the requirements of WSMC 18.10.217.
 1. Removing, clearing, grading, excavating, disturbing, or dredging soil, sand, gravel, minerals, organic matter, or materials of any kind.

2. Dumping, discharging, or filling with any material.
3. Subdivisions, short plats, planned unit developments (PUD), mobile home parks, and RV parks.
4. Construction, reconstruction, demolition, or alteration of the size of any structure or infrastructure.
5. Construction of any new public or private road or driveway.
6. Destroying or altering vegetation through clearing, harvesting, cutting, intentional burning, or planting nonnative species where these activities would alter the character of a critical area, or its buffer; provided, that these activities are not part of a forest practice governed under Chapter 76.09 RCW and its rules.
7. Draining, flooding, or altering the water level, duration of inundation, or water table.
8. Application of pesticides, fertilizers, and/or other chemicals in amounts or at times demonstrated as harmful to water quality, wetland habitat, riparian corridors associated with surface water systems, or wildlife or fish life.
9. The driving of pilings.
10. The placing of obstructions.
11. The introduction of pollutants.

18.10.114 – Applicability.

~~The provisions of this chapter shall apply to all lands, all land uses and development activity, and all structures and facilities in the city, whether or not a permit or authorization is required, and shall apply to every person, firm, partnership, corporation, group, governmental agency, or other entity that owns or leases land within the city of White Salmon. No person, company, agency, or applicant shall alter a critical area or its attendant buffer except as consistent with the purpose and requirements of this chapter.~~

~~The city of White Salmon shall not approve any development proposal or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of this chapter.~~

~~Development proposals include proposed activities that require any of the following, or any subsequently adopted permits or required approvals not expressly exempted from these regulations.~~

TABLE 18.10.100: 1 TITLE

Building Permit	Variance Approval
Grading Permit or Proposed Grading that will disturb more than 10,000 s.f. of area	Subdivision
Shoreline	Planned Unit Development
Substantial Development	
Conditional Use, or	Short Subdivision
Variance	Binding Site Plan
Permission to work in a public ROW	Accessory Dwelling Unit
Conditional Use Permit	Zone Change w/or w/out annexation

~~Approval of a permit or development proposal pursuant to the provisions of one section within this chapter does not discharge the obligation of the applicant to comply with other provisions of this chapter.~~

18.10.114 – Exemptions.

The following developments, activities, and associated uses shall be exempt from the provisions of this chapter, provided they are consistent with the provisions of other local, state, and federal laws and requirements:

- A. **The provisions of this title do not apply to those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, RCW 76.09 and WAC 222, where state law specifically limits local authority.**
- B. **Emergencies.**
 1. **Actions that take place during emergencies that threaten public health, safety, welfare, or risk of damage to private property and that require remedial or preventive action in a time frame too short to allow the review of compliance with the requirements of this chapter may be exempted by written determination of the City.**
 2. **Emergency actions that create an impact to a critical area or its buffer shall use reasonable methods to address the emergency; in addition, they must have the least possible impact to the critical area and/or its buffer.**
 3. **After the emergency, the person or agency undertaking the action shall fully restore and/or mitigate any impacts to the critical area and buffers resulting from the emergency action in accordance with the approved critical area report and mitigation plan prepared in keeping with the procedures outlined in this chapter for a new development permit.**
- C. **Minimal vegetation management that is part of ongoing maintenance of facilities, infrastructure, public and private rights-of-way, or utilities, provided the vegetation management activity does not expand further into the critical area or its buffer.**
- D. **Maintenance of existing and ongoing landscaping, including normal and nondestructive pruning and trimming of vegetation and thinning of limbs or individual trees, in a critical area or buffer, provided that no further disturbance is created.**
- E. **Enhancement of a critical area through the removal of non-native, invasive plant species and non-native, noxious species designated by the Klickitat County Noxious Weed Control Board. Removal of invasive and noxious plant species shall be restricted to hand removal and low-impact equipment.**
 1. **All removed plant material shall be removed from the site and disposed of in accordance to all laws and regulations;**
 2. **Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds must be handled and disposed of according to a noxious weed control plan appropriate to that species.**
 3. **If invasive vegetation is removed from wetlands or other water bodies, only chemical herbicides approved by the U.S. Environmental Protection Agency for application in aquatic environments may be used.**
 4. **Aquatic herbicides can be used or applied only by certified applicators or persons under the direct supervision of a certified applicator, and only for those uses covered by the certified applicator’s license category. Applicators must be permitted under Ecology’s noxious weed**

control permit. Applicators shall comply with all conditions of the noxious weed control permit.

5. Revegetation with appropriate native species at natural densities is allowed and encouraged in conjunction with removal of invasive plant species.
- F. Hazard or diseased tree removal provided that the hazard is documented by a certified arborist or professional forester.
- G. Conservation or preservation of soil, water, vegetation, fish, and/or wildlife that does not entail changing the structure of the existing wetland.
- H. Passive recreational uses, such as hiking or swimming, sport fishing or hunting, scientific or educational review, or similar minimum-impact, nondevelopment activities, such as the conservation or preservation of soil, water, vegetation, fish, and other wildlife.
- I. Existing and ongoing agricultural activities as defined in WSMC 18.10.800.
- J. Replacement, modification, or construction of utility facilities, mains, lines, pipes, public or private roads, dikes, levees, drainage systems, infrastructure improvements, equipment or appurtenances, not including substations, located within the improved portions of road, utility, or railroad rights-of-way or easements that have been disturbed in the past.
- K. Operation, maintenance, remodeling or repair of existing structures, when performed in accordance with approved best management practices (BMPs), if the activity does not increase risk to life or property and when the activity would not result in additional disturbance of any critical area or buffer.
- L. Minimal site investigative work required for a future development or associated with scientific or archaeological research, such as surveys, soil explorations, percolation tests, and other related activities; provided that impacts on critical areas are minimized, and disturbed areas are restored to the preexisting level of function and value as soon as possible, and at most within one year after investigative work is concluded.
- M. Fish habitat enhancement projects, watershed restoration projects, and plans in compliance with WAC 173-27-040 shall be exempt from this chapter.
- N. Any projects currently under review and “vested,” as that term is used in RCW 19.27.095 and 58.17.033, by local, state, or federal agencies prior to official adoption of the ordinance codified in this chapter are exempt from this chapter and will be processed under previous critical areas protection measures.

18.10.115 – Allowed Uses.

- A. Administrative Exceptions Allowed Uses.
 1. Allowed activities under this chapter shall have been reviewed and permitted or approved by the city or other agency with jurisdiction, and shall be consistent with the purpose and provisions of this chapter, but do not require critical areas review or the submittal of a critical areas report, unless otherwise stated in the criteria below. The city may apply conditions to the underlying permit or approval, such as a building permit, to ensure that the proposal is consistent with the provisions of this chapter to protect critical areas. The proponent of the activity shall submit a written request for exception from the city or its agent that describes the proposed activity and exception that applies.
 2. Required Use of Best Management Practices. All allowed activities shall be conducted using best management practices that result in the least amount of impact to the critical areas.

Best management practices shall be used for tree and vegetation protection, construction management, erosion and sedimentation control, water quality protection, and regulation of chemical applications. The city shall observe the use of best management practices to ensure that the activity does not result in degradation to the critical area. Any incidental damage to, or alteration of, a critical area shall be restored, rehabilitated, or replaced at the responsible party's expense within a timeframe approved by the director, and in any case work shall begin within no later than six months of the date of the incident. The city or its agent shall review the exception requested to verify that it complies with the chapter and approve or deny the exception. Exceptions that may be requested include:

3. **The following activities and associated uses shall be allowed provided they meet all the conditions associated with each activity listed below:**
 - a. **Modification to Existing Structures** ~~Single family residential building permits are exempt from the requirements of this chapter when the development proposal involves:~~
 - i. Structural modifications to or replacement of an existing, **legally constructed**, single-family residential structure or construction of a new residential structure where construction and associated disturbance does not increase the footprint of any existing structure, **the structure is not located closer to the critical area, and the existing impervious surface within the critical area or buffer is not expanded.**
 - ii. **Existing single-family residences may be expanded or reconstructed in buffers, other than landslide hazard areas except as otherwise allowed provided the following are met and documented in a critical areas report and mitigation plan:**
 - a) **The applicant must demonstrate why buffer averaging or reduction pursuant to WSMC 18.10.211 will not provide necessary relief;**
 - b) Expansion within a buffer is limited to a one time 500 square foot expansion of one **or more stories beyond the existing footprint that existed on the date of passage of the ordinance codified in this chapter;**
 - c) **The expansion is not located closer to the critical area than the closest point of the existing residence;**
 - d) **The functions and values of critical areas are preserved to the greatest extent reasonably feasible consistent with best available science;**
 - e) **Impacts to critical areas are mitigated to the greatest extent reasonably feasible so that there is no net loss of functions and values in critical areas;**
 - f) **Drainage capabilities are not adversely impacted.**
 - iii. ~~The structure is not located closer to the critical area.~~
 - iv. ~~The existing impervious surface within the critical area or buffer is not expanded.~~
 - b. Operation, maintenance or repair of existing structures, infrastructure improvements, existing utilities, public or private roads, dikes, levees, or drainage systems, including routine vegetation management activities when performed in accordance with approved best management practices, if the activity does not increase risk to life or property as a result of the proposed operation maintenance or repair.
 - c. Activities within the improved right-of-way **and other previously disturbed areas.** Replacement, modification, installation or construction of utility facilities, lines, pipes, mains, equipment or appurtenances, not including substations, when such facilities are located within the improved portion of the public right-of-way or a city-authorized private roadway. Those activities within improved right-of-way that alter a wetland or watercourse, such as culverts

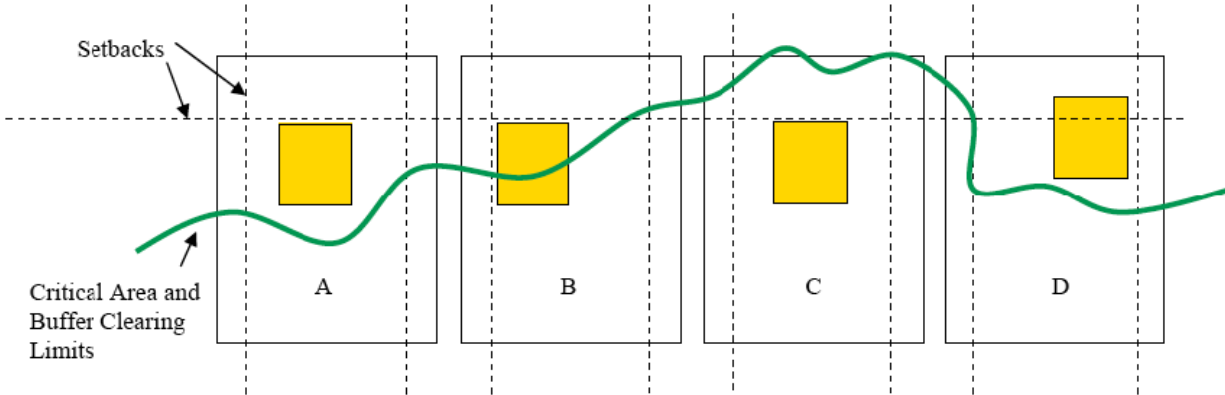
or bridges, or result in the transport of sediment or increased stormwater, subject to the following:

- i. The activity shall result in the least possible impact and have no practical alternative with less impact on the critical area and/or its buffer;
 - ii. An additional, contiguous and undisturbed critical area buffer shall be provided, equal in area to the disturbed critical area buffer; and
 - iii. Retention and replanting of native vegetation shall occur wherever possible along the right-of-way improvement and resulting disturbance.
- d. Minor utility projects. Utility projects which have minor or short-term impacts to critical areas, as determined by the city ~~or its agent~~ in accordance with the criteria below. Minor utility projects are projects that do not significantly impact the functions and values of a critical area(s), such as the placement of a utility pole, street sign, anchor, vault, or other small component of a utility facility. Such projects shall be constructed with best management practices and additional restoration measures may be required. Minor activities shall not result in the transport of sediment or increased stormwater runoff. Minor actions that do transport sediment or increase runoff shall meet the following criteria:
- i. There is no practical alternative to the proposed activity with less adverse impacts on critical areas and all attempts have been made to first avoid impacts, minimize impacts, and lastly mitigate unavoidable impacts;
 - ii. The activity will not change or diminish the overall critical area hydrology or flood storage capacity;
 - iii. The minor utility project shall be designed and constructed to prevent spills and leaks into critical areas;
 - iv. The activity will not reduce the existing functions and values of the affected critical areas;
 - v. To the maximum extent practicable, utility corridor access for maintenance is at limited access point into the critical area buffer rather than by a parallel access road; and
 - vi. Unavoidable impacts will be mitigated pursuant to an approved mitigation plan.
- e. Select vegetation removal activities. Removal of state listed invasive and noxious weeds, and additional aggressive non-native species including Japanese knotweed, scotch broom, English ivy, Himalayan blackberry, and Evergreen blackberry, utilizing hand labor and light equipment that minimizes disturbance to the critical area and buffer.
- f. Hazard tree removal provided that the hazard is documented by a certified arborist or professional forester.
- g. Enhancement and restoration activities for the purpose of restoring functions and values of critical area(s) that do not require construction permits.
- B. Public Agency or Utility Exception. If the application of this chapter would prohibit a development proposal by a public agency or public utility that is essential to its ability to provide service, the agency or utility may apply for an exception pursuant to this section. After holding a Type II hearing (Hearing by ~~Planning Commission~~ City Hearing Examiner) pursuant to WSMC Title 19 Administrative Procedures, the ~~planning commission~~ Hearing Examiner may approve the exception if they ~~commission~~ finds:
1. There is no other practical alternative to the proposed development with less impact on the critical areas, based on the demonstration by the applicant of the following factors:

- a. The applicant has considered all reasonably possible construction techniques based on available technology that are feasible for the proposed project and eliminated any that would result in unreasonable risk of impact to the critical area; and
 - b. The applicant has considered all available sites and alignments within the range of potential sites and alignments that meet the project purpose and for which operating rights are available.
2. The proposal minimizes and mitigates unavoidable impacts to critical areas and/or critical areas buffers.

C. Reasonable Use and ~~Variance Potential Exception/Variance.~~

1. **A variance permit and variance permit fee shall be required for all reasonable use exceptions/variances.** If the application of this chapter would deny all reasonable use of the property, the applicant may apply for a ~~variance~~ **Reasonable Use Variance** pursuant to this section.
2. **An application for a reasonable use variance shall include a critical areas report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act.**
- ~~3. **After holding a Type IV public hearing (Hearing by City Council) pursuant to WSMC Title 19 Administration, the city council may approve the variance, approve with conditions, or deny the request based on the proposal's ability to comply with all of the reasonable use permit criteria in subsection 4 of this section. if the council finds:**~~
4. **Reasonable Use Variance Permit Criteria. All of the following criteria must be met:**
 - a. The **application of this** chapter would ~~otherwise~~ deny all reasonable **economically viable** use of the property; **and**
 - b. There is no other **economically** reasonable use of **the property** consistent with the underlying zoning of the property that has less adverse impact on the critical area and/or associated buffer; **and**
 - c. **That such variance is necessary to provide reasonable use of the property, because of special circumstances and/or conditions relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property subject to the provisions of this chapter; and**
 - d. The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property; **and**
 - e. Any alteration is the minimum necessary to allow for reasonable use of the property; **and**
 - f. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this chapter or its predecessor; and
 - g. **That the granting of the reasonable use variance will not adversely affect implementation of the comprehensive plan or policies adopted thereto and the general purpose and intent of the zoning title or other applicable regulations.**
- ~~1. **The applicant may only apply for a reasonable use in accordance with a variance approval.**~~
5. Four scenarios that illustrate situations where a reasonable use ~~exception~~ **variance** might or might not be applicable are sketched below:



- a. A = No reasonable use variance would be granted because there is sufficient space outside the area clearing limits.
- b. B = A reasonable use variance might be granted since there is insufficient space for a reasonable use. The development area would need to be limited or scaled back in size and located where the impact is minimized.
- c. C = A reasonable use variance would be granted for a minimal development if the property is completely encumbered and mitigation methods are applied.
- d. D = The city might consider appropriate modifications to the required setback to prevent intrusion into the protection area.

~~D. Variance Criteria to Provide Reasonable Use. Where avoidance of the impact in wetlands, streams, fish and wildlife habitat and critical aquifer recharge areas is not possible, a variance may be obtained to permit the impact.~~

~~6. Variance Permit Criteria. All of the following criteria must be met:~~

- ~~a. The application of this chapter would otherwise deny all reasonable economically viable use of the property;~~
- ~~b. There is no other economically reasonable use of the property consistent with the underlying zoning of the property that has less adverse impact on the critical area and/or associated buffer;~~
- ~~c. The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property;~~
- ~~d. Any alteration is the minimum necessary to allow for reasonable use of the property; and~~
- ~~e. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this chapter or its predecessor; and.~~

~~E. Variances will only be granted on the basis of a finding of consistency with all the criteria listed below. The hearing examiner shall not consider the fact the property may be utilized more profitably.~~

- ~~1. The variance shall not constitute a grant of special privilege inconsistent with the limitation on use of other properties similarly affected by the code provision for which a variance is requested;~~

- ~~2. That such variance is necessary to provide reasonable use of the property, because of special circumstances and/or conditions relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property, to provide it with those relative rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. The phrase "relative rights and privileges" is to ensure that the property rights and privileges for the subject property are considered primarily in relation to current city land use regulations;~~
- ~~3. That the special conditions and/or circumstances identified in subsection 2 of this section giving rise to the variance application are not self created conditions or circumstances;~~
- ~~4. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property, neighborhood, or improvements in the vicinity and zone in which subject property is situated;~~
- ~~5. That the reasons set forth in the application and the official record justify the granting of the variance, and that the variance is the minimum variance necessary to grant relief to the applicant;~~
- ~~6. That alternative development concepts in compliance with applicable codes have been evaluated, and that undue hardship would result if strict adherence to the applicable codes is required; and~~
- ~~7. WDFW will be notified of any proposed variance to critical areas affecting fish and wildlife sites and habitat areas. The city may require the applicant to demonstrate that WDFW is not willing or able to acquire the property before a variance to fish and wildlife, stream, or wetland conservation areas is approved.~~

D. Mitigation Required. Any authorized alteration to a wetland or stream or its associated buffer, or alteration to a fish and wildlife habitat conservation area, as approved under ~~subsections A, B, or C and D of~~ this section, shall be subject to conditions established by the city and shall require mitigation under an approved mitigation plan per WSMC Section 18.10.221.

18.10.113 116 - Designation of critical areas.

- A. The ~~city~~ **City** has designated critical areas by defining their characteristics in accordance with standard classifications in WAC 365-190. The applicant shall determine and the ~~city~~ **City** shall verify, on a case-by-case basis, in accordance with the definitions in ~~this Section WSMC 18.10.800 113~~, whether a critical area exists and is regulated under this chapter, on or in close proximity to, the subject property that would require a setback or buffer ~~required~~ under this chapter.
- B. The following resources will assist in determining the likelihood that a critical area exists. These resources may not identify all critical areas and should only be used as a guide. Actual field observations shall supersede information in these resources.
 1. ~~The map resource inventory is being compiled and will be maintained to list all currently identified map resources. Additional maps may be added if they are identified as applicable and useful to the city or applicants in their efforts to identify critical areas. Critical area maps. Critical are maps are on file with the City. These maps provide only approximate boundaries of known features and are not adequate substitutes for more detailed maps and/or studies that will identify the locations of critical areas.~~
 - a. Critical areas maps available to assist with critical area identification. The following table identifies maps available to assist with critical areas identification:

Source	MAP NAME/TYPE
Department of Ecology	National Wetlands Inventory Map - available online
Federal Emergency Management Agency	Flood Insurance Rate Maps - available online
Department of Natural Resources	General Geohazard Mapping – Steep Slopes Stream Classification – Interactive mapping available online Rare Plant Map – By grid block Washington Geologic Survey – online information portal
Washington Department of Fish and Wildlife	Priority Habitat and Species Map – available online
City of White Salmon	Critical Aquifer Recharge Areas

Note: City has a more complete listing of map locations and key contacts available for review.

2. Fish and wildlife inventory maps. The City also has the Washington Department of Fish and Wildlife (WDFW) fish and wildlife inventory maps on file. However, the inventory maps are updated frequently and contain sensitive information and will not be provided for broad public review. For this reason, building and land use permit applications will be routed through WDFW for review and comment. The City will depend on input from WDFW in order to:

- ~~a. Information about type and location of identified fish and wildlife conservation areas is the most frequently updated information affecting the city. Fish and wildlife inventory maps also contain sensitive information and will not be provided for broad public review. For these reasons building and land use permit applications will be routed through WDFW. The city will depend on input from WDFW in order to:~~
 - ~~a. Accurately identify fish and wildlife habitat conservation areas accurately;~~
 - ~~b. Determine when a critical areas report and wildlife management plan is/are required;~~
 - ~~c. Review and determine whether the scope of a proposed critical area report and wildlife management plan is sufficient to provide necessary information; and~~
 - ~~d. Ensure that the protection or mitigation measures called for in a critical area report and management plan are sufficient to protect the resource in accordance [to] with this regulation.~~

The ~~city~~ **City** will work with ~~the~~ **WDFW** to determine the type and location of actions ~~they wish to be notified of needing WDFW notification.~~ Notice of building permits, proposed grading that will disturb land area in excess of ~~five thousand~~ **5,000** square feet, and land use decisions in accordance with **WSMC** Section 18.10.114, may be sent to ~~the~~ **WDFW** to seek input on determinations related to the applicability of this chapter. ~~The WDFW may will respond as they are the agency is able.~~ The ~~city~~ **City** will not rely solely on the response from ~~the~~ **WDFW**. If an action is of interest to ~~the~~ **WDFW**, the agency will be noticed when/if the ~~city~~ **City** receives the scope describing ~~the~~ proposed methodology of a study and the expected contents of the critical area report and management plan ~~WDFW may respond to the initial scope submitted as they are able. The city will not rely solely on the response from WDFW in its review of the proposed content for submittals.~~ A completed critical area report and ~~fish and wildlife habitat~~ management plan shall be submitted to ~~the~~ **WDFW** for review and comment prior to granting conditional approval of a use requiring a critical area ~~report permit to be prepared. Additionally, the city has collected a series of maps, which approximate boundaries for the following critical areas within the city limits: fish and wildlife conservation areas, geologically hazardous areas, frequently flooded areas, wetlands, and critical aquifer recharge areas (for city water sources these are located outside city limits and urban growth boundary). These maps provide only approximate boundaries of known features and are not adequate substitutes for more detailed maps and/or studies that~~

~~could identify alternative locations of known features or additional critical area features not illustrated on the map. Mapped information may be sensitive in nature. Copies of the maps available for public viewing may be found at White Salmon City Hall.~~

18.10. ~~115-117~~ - Preapplication conference.

When an applicant knows or suspects that critical areas are located on or near the subject property, the applicant shall contact the ~~city~~ City prior to finalizing development plans and applying for development permits. Early disclosure of critical areas will reduce delays during the permit review process. If the critical area(s) include fish and wildlife habitat conservation areas, the WDFW will ~~also~~ be notified ~~of~~ and invited to participate in the preapplication conference.

18.10. ~~116-118~~ - Submittal requirements.

In addition to the information required for a development permit, any development activity subject to the provisions of this chapter may be required to submit a critical areas report as described under ~~Section~~ WSMC 18.10.200 General Provisions, and as required by the individual chapters of this ordinance. These additional requirements shall not apply ~~for to~~ an action exempted ~~in Section by~~ WSMC 18.10.125.

18.10. ~~117-119~~ - Bonds or performance security.

- A. ~~Prior to issuance of~~ Before issuing any permit or approval ~~which that~~ authorizes site disturbance under the provisions of this chapter, the ~~city~~ City shall require a performance security to assure that all work or actions required by this chapter ~~are~~ have been completed satisfactorily ~~completed~~ in accordance with the approved plans, specifications, permit or approval conditions, and applicable regulations and to assure that all work or actions not satisfactorily completed will be corrected to comply with approved plans, specifications, requirements, and regulations to eliminate hazardous conditions, ~~to~~ restore environmental damage or degradation, and ~~to~~ protect the health, safety, and general welfare of the public.
- B. The ~~city~~ City shall require the applicant to post a performance bond or other security in a form and amount acceptable to the ~~city~~ City for completion of any work required to comply with this code at the time of construction. If the development proposal is subject to mitigation, the applicant shall post a performance bond or other security in a form and amount deemed acceptable by the ~~city~~ City to cover ~~long long~~-term monitoring, maintenance, and performance ~~for of~~ mitigation projects to ensure mitigation is fully functional for the duration of the monitoring period.
- C. The performance bond or security shall be in the amount of ~~one hundred twenty-five~~ 125 percent of the estimated cost of restoring the functions and values of the critical area at risk.
- D. The bond shall be in the form of an irrevocable letter of credit guaranteed by an acceptable financial institution, with terms and conditions acceptable to the City, or an alternate instrument or technique found acceptable by the ~~city~~ City Attorney.
- E. Bonds or other security authorized for mitigation by this section shall remain in effect until the ~~city~~ City determines, in writing, that the standards bonded have been met. Bonds or other security for required mitigation projects shall be held by the ~~city~~ City for a minimum of five years to ensure that the mitigation project has been fully implemented and demonstrated to function. The bond may be held for a longer period upon a written finding by the ~~city~~ City that ~~it is still it must~~ necessary to

hold the bond to ensure the mitigation project has ~~meet~~ met all elements of the approved mitigation plan.

- F. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete the required mitigation, maintenance, monitoring, or restoration.
- G. Any failure to satisfy critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within ~~thirty~~ 30 days after it is due, or to comply with other provisions of an approved mitigation plan, shall constitute a default, and the ~~city~~ City may demand payment of any financial guarantees or require other action authorized by the law or condition.
- H. Any funds recovered pursuant to this section shall be used to complete the required mitigation.

~~18.10.118 – Native growth protection easement/critical area tract.~~

~~As part of the implementation of approved development applications and alterations, critical areas and their buffers that remain undeveloped pursuant to this chapter, in accordance with the Section 18.10.200 General Provisions shall be designated as native growth protection easements (NGPE). Any critical area and its associated buffer created as compensation for approved alterations shall also be designated as an NGPE.~~

~~When the subject development is a formal subdivision, short subdivision (short plat), binding site plan, site plan/design review, master site plan, or planned unit development (PUD), critical areas and their buffers shall be placed in a critical areas tract in addition to being designated as a NGPE, as described in the Section 18.10.200, General Provisions, of these regulations.~~

~~18.10.119~~ 120 - Notice on title.

- A. To inform subsequent purchasers of real property of the existence of critical areas, the owner of any real property containing a critical area or buffer on which a development proposal is submitted and approved shall file a notice with the city City for review and approval as to form and content prior to recording the notice with the county. The notice shall run with the property and will be required whether the critical area is kept in a single ownership or is isolated in a separate critical area tract.

The notice shall state:

1. The presence of the critical area or buffer on the property;
2. The use of this property is subject to the “Title”; and
3. That limitations on actions in or affecting the critical area and/or buffer may exist.

The notice shall run with the property and will be required whether the critical area is kept in a single ownership or is isolated in a separate critical area tract.

- ~~A. This notice on title shall not be required for a development proposal by a public agency or public or private utility within a recorded or adjudicated right-of-way or easement.~~
- B. The applicant shall submit proof that the notice has been filed for public record prior to building permit approval or, prior to recording of the final plat in the case of subdivisions, prior to recording of the final plat.

18.10.120 121 - Inspection and right of entry.

The ~~city City or its agent~~ may inspect any development activity to enforce the provisions of this chapter. The applicant consents to entry upon the site by the ~~city City or its agent~~ during regular business hours for the purposes of making reasonable inspections to verify information provided by the applicant and to verify that work is being performed in accordance with the approved plans and permits and requirements of this chapter.

18.10.121 122 – Unauthorized Alterations and Enforcement.

- A. The provisions of ~~White Salmon Municipal Code~~ the WSMC shall regulate the enforcement of these critical areas regulations.
- B. Adherence to the provisions of this chapter and/or to the project conditions shall be required throughout the construction of the development. Should the ~~city City or its agent~~ determine that a development is not in compliance with the approved plans, a stop work order may be issued for the violation.
- C. When a stop work order has been issued, construction shall not continue until such time as the violation has been corrected, and ~~that the same or similar violation is not likely to reoccur~~ a Start Work Order has been issued.
- D. When a critical area or its buffer has been altered in violation of this Ordinance, all ongoing development work shall stop and the critical area shall be restored to the satisfaction of the City.

~~In the event of a violation of this chapter, the city or its agent shall have the power to order complete restoration of the critical area by the person or agent responsible for the violation. If such responsible person or agent does not complete such restoration within a reasonable time following the order, the city or its agent shall have the authority to restore the affected critical area to the prior condition wherever possible and the person or agent responsible for the original violation shall be indebted to the city for the cost of restoration.~~

- E. When the City have determined that complete restoration is required, applicant shall prepare a restoration plan. A qualified professional shall prepare the plan using currently best available science and shall describe how the actions proposed meet the minimum requirements described in subsection F below. The City shall seek expert advice, at the expense of the applicant or other responsible party, in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.
- F. Minimum Performance Standards for Restoration. The following minimum performance standards shall be met for the restoration of a critical area, provided that, if the applicant or other responsible party can demonstrate that greater functions and habitat values can be obtained, these standards may be modified:
 1. The historic structure, functions, and values of the affected critical area shall be restored, including water quality and habitat functions.
 2. The historic soil types and topography shall be restored to the extent practicable.
 3. The critical areas and buffers shall be replanted with native vegetation that replicates the vegetation historically found on the site in species' types, sizes, and densities. The historic functions and values should be replicated at the location of the alteration.
 4. Information demonstrating compliance with other applicable provisions of this shall be submitted to the City .

G. Site Investigations. The City is authorized to make site inspections and take such actions as are necessary to enforce this Chapter. The City shall present proper credentials and make a reasonable effort to contact any property owner before entering onto private property.

H. Penalties. Any person, party, firm, corporation, or other legal entity convicted of violating any of the provisions of this Chapter shall be guilty of a misdemeanor.

- 1. Each day or portion of a day during which a violation of this chapter is committed or continued shall constitute a separate offense. Any development carried out contrary to the provisions of this Chapter shall constitute a public nuisance and may be enjoined as provided by the statutes of the State of Washington. The City may levy civil penalties against any person, party, firm, corporation, or other legal entity for violation of any of the provisions of this Chapter. The civil penalty shall be assessed at a maximum rate of \$500 per day per violation.**
- 2. If the critical area affected cannot be restored, monies collected as penalties shall be deposited in a dedicated account for the preservation or restoration of landscape processes and functions in the watershed in which the affected critical area is located. The City may coordinate its preservation or restoration activities with other cities in the watershed to optimize the effectiveness of the restoration action.**

18.10.122 123 - Fees.

- A. At the time of application for land use review or critical areas review, the applicant shall pay a critical areas review fee, adopted by the City Council and amended from time to time.
- B. **As deemed necessary by the City during review of the proposed action, The the** applicant shall also be responsible for **the** cost of ~~city~~ **City** or peer review of:
 1. Initial proposal and reports;
 2. Development performance; **and**
 3. Monitoring and maintenance reports.

18.10.123 124 - Appeals.

Appeals of administrative decisions shall be governed by **WSMC** Chapter 19.10, Land Development Administrative Procedures, Article V: Appeals, ~~Sections sections~~ **19.10.290 220** through **19.10.330 340** ~~of the White Salmon Municipal Code (WSMC).~~

18.10.124 General Exemptions

The following developments, activities, and associated uses shall be exempt from the provisions of this chapter, provided they are consistent with the provisions of other local, state, and federal laws and requirements:

Emergencies.

~~Emergency activities that threaten public health, safety, welfare, or risk of damage to private property and that require remedial or preventative action in a time frame too short to allow for review of compliance with the requirements of this chapter may be exempted by written determination of the city City or its agent~~

~~Emergency actions that create an impact to a critical area or its buffer shall use reasonable methods to address the emergency; in addition, they must have the least possible impact to the critical area and/or its buffer.~~

~~After the emergency, the person or agency undertaking the action shall fully restore and/or mitigate any impacts to the critical area and buffers resulting from the emergency action in accordance with the approved critical area report and mitigation plan prepared in accordance with the procedures outlined in this chapter for a new development permit.~~

~~Minimal vegetation management that is part of ongoing maintenance of facilities, infrastructure, public right-of-ways, or utilities, provided the vegetation management activity does not expand further into the critical area or its buffer.~~

~~Passive recreation such as hiking, fishing, and wildlife viewing that does not involve the construction of trails.~~

~~18.10.125 – Exceptions.~~

~~Administrative Exceptions.~~

~~The proponent of the activity shall submit a written request for exception from the city or its agent that describes the proposed activity and exception that applies.~~

~~The city or its agent shall review the exception requested to verify that it complies with the chapter and approve or deny the exception. Exceptions that may be requested include:~~

~~Single family residential building permits are exempt from the requirements of this chapter when the development proposal involves:~~

~~Structural modifications to or replacement of an existing single family residential structure or construction of a new residential structure where construction and associated disturbance does not increase the footprint of any existing structure.~~

~~The structure is not located closer to the critical area.~~

~~The existing impervious surface within the critical area or buffer is not expanded.~~

~~Operation, maintenance or repair of existing structures, infrastructure improvements, existing utilities, public or private roads, dikes, levees, or drainage systems, including routine vegetation management activities when performed in accordance with approved best management practices, if the activity does not increase risk to life or property as a result of the proposed operation maintenance or repair.~~

~~Activities within the improved right-of-way. Replacement, modification, installation or construction of utility facilities, lines, pipes, mains, equipment or appurtenances, not including substations, when such facilities are located within the improved portion of the public right-of-way or a city-authorized private roadway. Those activities within improved right-of-way that alter a wetland or watercourse, such as culverts or bridges, or result in the transport of sediment or increased stormwater, subject to the following:~~

~~The activity shall result in the least possible impact and have no practical alternative with less impact on the critical area and/or its buffer;~~

~~An additional, contiguous and undisturbed critical area buffer shall be provided, equal in area to the disturbed critical area buffer; and~~

~~Retention and replanting of native vegetation shall occur wherever possible along the right-of-way improvement and resulting disturbance.~~

~~Minor utility projects. Utility projects which have minor or short-term impacts to critical areas, as determined by the city or its agent in accordance with the criteria below. Minor utility projects are projects that do not significantly impact the functions and values of a critical area(s), such as the placement of a utility pole, street sign, anchor, vault, or other small component of a utility facility.~~

~~Such projects shall be constructed with best management practices and additional restoration measures may be required. Minor activities shall not result in the transport of sediment or increased stormwater runoff. Minor actions that do transport sediment or increase runoff shall meet the following criteria:~~

~~There is no practical alternative to the proposed activity with less adverse impacts on critical areas and all attempts have been made to first avoid impacts, minimize impacts, and lastly mitigate unavoidable impacts;~~

~~The activity will not change or diminish the overall critical area hydrology or flood storage capacity;~~

~~The minor utility project shall be designed and constructed to prevent spills and leaks into critical areas;~~

~~The activity will not reduce the existing functions and values of the affected critical areas;~~

~~To the maximum extent practicable, utility corridor access for maintenance is at limited access point into the critical area buffer rather than by a parallel access road; and~~

~~Unavoidable impacts will be mitigated pursuant to an approved mitigation plan.~~

~~Select vegetation removal activities. Removal of state listed invasive and noxious weeds, and additional aggressive non-native species including Japanese knotweed, scotch broom, English ivy, Himalayan blackberry, and Evergreen blackberry, utilizing hand labor and light equipment that minimizes disturbance to the critical area and buffer.~~

~~Hazard tree removal provided that the hazard is documented by a certified arborist or professional forester.~~

~~Enhancement and restoration activities for the purpose of restoring functions and values of critical area(s) that do not require construction permits.~~

~~Public Agency or Utility Exception. If the application of this chapter would prohibit a development proposal by a public agency or public utility that is essential to its ability to provide service, the agency or utility may apply for an exception pursuant to this section. After holding a Type II hearing (Hearing by Planning Commission) pursuant to WSMC Title 19 Administrative Procedures, the planning commission may approve the exception if the commission finds:~~

~~There is no other practical alternative to the proposed development with less impact on the critical areas, based on the demonstration by the applicant of the following factors:~~

~~The applicant has considered all reasonably possible construction techniques based on available technology that are feasible for the proposed project and eliminated any that would result in unreasonable risk of impact to the critical area; and~~

~~The applicant has considered all available sites and alignments within the range of potential sites and alignments that meet the project purpose and for which operating rights are available.~~

~~The proposal minimizes and mitigates unavoidable impacts to critical areas and/or critical areas buffers.~~

~~Reasonable Use and Variance Potential. If the application of this chapter would deny all reasonable use of the property, the applicant may apply for a variance pursuant to this section. After holding a Type IV public hearing (Hearing by City Council) pursuant to WSMC Title 19 Administration, the city council may approve the variance if the council finds:~~

~~This chapter would otherwise deny all reasonable use of the property;~~

There is no other reasonable use consistent with the underlying zoning of the property that has less adverse impact on the critical area and/or associated buffer;

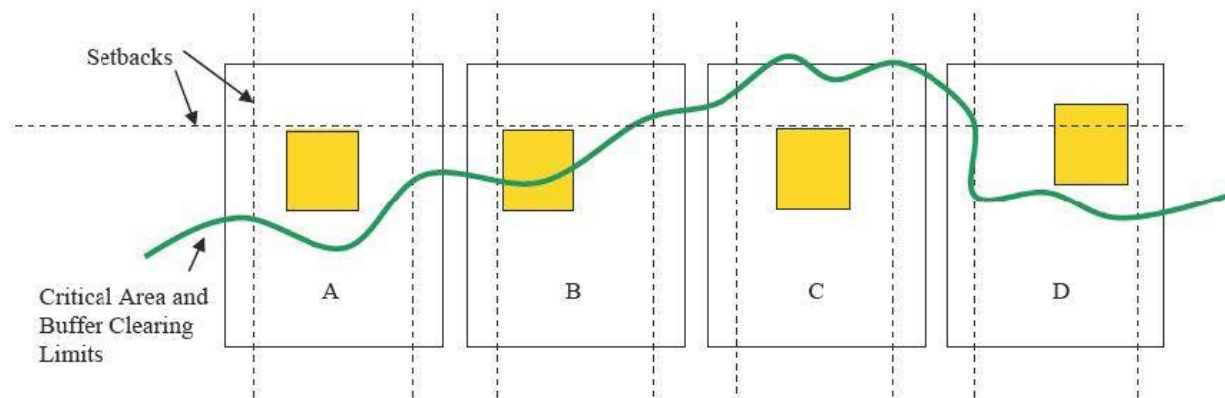
The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property;

Any alteration is the minimum necessary to allow for reasonable use of the property;

The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this chapter or its predecessor; and

The applicant may only apply for a reasonable use in accordance with a variance approval.

Four scenarios that illustrate situations where a reasonable use exception might or might not be applicable are sketched below:



A = No reasonable use variance would be granted because there is sufficient space outside the area clearing limits.

B = A reasonable use variance might be granted since there is insufficient space for a reasonable use. The development area would need to be limited or scaled back in size and located where the impact is minimized.

C = A reasonable use variance would be granted for a minimal development if the property is completely encumbered and mitigation methods are applied.

D = The city City might consider appropriate modifications to the required setback to prevent intrusion into the protection area.

Variance Criteria to Provide Reasonable Use. Where avoidance of the impact in wetlands, streams, fish and wildlife habitat and critical aquifer recharge areas is not possible, a variance may be obtained to permit the impact. Variances will only be granted on the basis of a finding of consistency with all the criteria listed below. The hearing examiner shall not consider the fact the property may be utilized more profitably.

The variance shall not constitute a grant of special privilege inconsistent with the limitation on use of other properties similarly affected by the code provision for which a variance is requested;

That such variance is necessary to provide reasonable use of the property, because of special circumstances and/or conditions relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property, to provide it with those relative rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. The phrase "relative rights and privileges" is to ensure that the property rights and

~~privileges for the subject property are considered primarily in relation to current city land-use regulations;~~

~~That the special conditions and/or circumstances identified in subsection 2 of this section giving rise to the variance application are not self self-created conditions or circumstances;~~

~~That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property, neighborhood, or improvements in the vicinity and zone in which subject property is situated;~~

~~That the reasons set forth in the application and the official record justify the granting of the variance, and that the variance is the minimum variance necessary to grant relief to the applicant;~~

~~That alternative development concepts in compliance with applicable codes have been evaluated, and that undue hardship would result if strict adherence to the applicable codes is required; and~~

~~That the granting of the variance will not adversely affect implementation of the comprehensive plan or policies adopted thereto and the general purpose and intent of the zoning title or other applicable regulations.~~

~~WDFW will be notified of any proposed variance to critical areas affecting fish and wildlife sites and habitat areas. The city City may require the applicant to demonstrate that WDFW is not willing or able to acquire the property before a variance to fish and wildlife, stream, or wetland conservation areas is approved.~~

~~Mitigation Required. Any authorized alteration to a wetland or stream or its associated buffer, or alteration to a fish and wildlife habitat conservation area, as approved under subsections A, B, or C and D of this section, shall be subject to conditions established by the city and shall require mitigation under an approved mitigation plan per [Section 18.10.221].~~

18.10.126 125 – Non-conforming Nonconforming uses and structures.

- A. Purpose. ~~The purpose of this~~ This section establishes the terms and conditions for continuing ~~non-conforming nonconforming~~ uses, structures, and lots ~~which that are were~~ lawfully established prior to the effective date of this title.
- B. Establishing status.
1. A legally established ~~non-conforming nonconforming~~ lot, use, or structure may be continued, transferred, or conveyed and/or used as if conforming.
 2. The burden of establishing that any ~~non-conforming nonconforming~~ lot, use, or structure lawfully existed as of the effective date of this chapter shall, in all cases, rest with the owner and not with the ~~city~~ City.
 3. A ~~non-conforming nonconforming~~ lot, use, or structure may be deemed legally ~~non-conforming nonconforming~~ by providing documentation from two of the following:
 - a. Local agency permit;
 - b. Photographic record indisputably dating and locating the lot use or structure as pre-existing the date of this chapter; or
 - c. Other historical data accepted by the City decision-maker as sufficient to prove legal existence of a structure, lot, or use prior to adoption of this chapter.

- C. Maintenance and repair of ~~non-conforming~~ nonconforming structures. Normal maintenance and incidental repair of legal ~~non-conforming~~ nonconforming structures shall be permitted, provided that it complies with all the sections of this chapter and other pertinent chapters of the WSMC.
- D. Reconstruction. Reconstruction, restoration, or repair (and remodeling) of a legal ~~non-conforming~~ nonconforming structure damaged by fire, flood, earthquake, falling trees or limbs, or other disasters, shall be permitted; provided that such reconstruction shall not result in the expansion of the ~~non-conforming~~ nonconforming structure into or towards the critical area, or in a manner that increases the potential impact to the critical area or risk of harm to public safety. Legal ~~non-conforming~~ nonconforming status will be lost if a building permit is not secured within ~~one~~ two years of the date damage is incurred.
- E. Expansion of ~~non-conforming~~ nonconforming use or structure. No legal ~~non-conforming~~ nonconforming use or structure may be expanded, enlarged, extended, or intensified in any way (including ~~an~~ extension of ~~the~~ hours of operation) unless such modification is in full compliance with this chapter or the terms and conditions of approved permits pursuant to this chapter.
- F. Discontinuance of ~~non-conforming~~ nonconforming use or structure.
 - 1. All legal ~~non-conforming~~ nonconforming uses shall be encouraged to convert to a conforming use whenever possible. Conformance shall be required when:
 - a. A change of use is proposed; or
 - b. The use is terminated or discontinued for more than one year, or the structure(s) ~~which that~~ houses the use is vacated for more than one year; or
 - c. The structure(s) or area in which the use is conducted is proposed for relocation.

18.10.200 - GENERAL PROVISIONS.

Subsections:

The ~~city~~ City of White Salmon (the City) will use the following general methods and mechanisms to accomplish the purposes of the critical areas regulations. This section shall be applied to all ~~approved~~ proposed development applications and alterations ~~when action is taken to implement the proposed action.~~

18.10.210 – General Approach Mitigation Sequence.

Protection of critical areas shall observe the following mitigation sequence described below. Before impacts to critical areas, an applicant must demonstrate that the following actions have been taken in the following sequential order, unless part of a restoration plan for a significantly degraded wetland or stream buffer, described under [Section 18.10.211], below:

- A. ~~Confirm presence and continued function of critical areas. Information about type and location of identified fish and wildlife conservation areas is the most frequently updated information affecting the city. Fish and wildlife inventory maps also contain sensitive information and will not be provided for broad public review. The city will work with the regional WDFW representative to confirm the presence or absence of significant fish and wildlife conservation areas. Timely response by WDFW is expected in accordance with Section 18.10.113;~~
- B. Avoid the impact by refraining from certain actions or parts of an action;

~~Where impact to critical areas or their buffers will not be avoided the applicant shall demonstrate that the impact meets the criteria for granting a variance or other applicable exception as set forth in Sections 18.10.124 and 18.10.125;~~

- C. Minimize the impacts by limiting the degree or magnitude of the action by using affirmative steps to avoid or reduce impacts or by using appropriate technology.
- D. Rectify the impact by repairing, rehabilitating, or restoring the affected environment.
- E. Reduce or eliminate the impact over time by preservation and maintenance operations.
- F. Compensate for the impacts by creating, replacing, enhancing, or providing substitute resources or environments.

18.10.211 - Buffers.

- A. Measurement of Buffers. All buffers shall be measured **perpendicularly** from the critical area boundary as surveyed in the field. The width of the buffer shall be determined according to the category of the critical area and the proposed land use.
- B. Standard Buffers. The standard buffer widths presume the existence of a relatively intact native vegetation community in the buffer zone adequate to protect the critical area functions and values at the time of the proposed activity. If the vegetation or protection area is inadequate, the ~~city~~ **City** may require an increase in the buffer width or additional native plantings within the standard buffer width. ~~Provisions to reduce or average buffer widths to obtain optimal habitat value are provided.~~
- C. **Isolated Buffers. When a road or railroad completely functionally isolates the buffer from the critical area, the regulated critical area buffer shall not extend beyond the edge of the roadbed or railroad.**
- D. **Additional Buffers. The City may require increased buffer sizes as necessary to protect critical areas when either the critical area is particularly sensitive to disturbance or the development poses unusual impacts. Oversight and input from resource agencies will be relied upon heavily by the City in its determination of need for additional buffers.**
- E. Averaging Buffers. The ~~city~~ **City or its agent will authorize averaging for** ~~consider the allowance of wetland~~ **and fish and wildlife habitat conservation buffers** or stream buffer averaging only when the buffer area width after averaging will not adversely impact the critical area and/or buffer functions and values. At a minimum, **and in addition to any criteria found in the specific critical area's subsection**, any proposed buffer averaging shall meet the following criteria, **as demonstrated in the applicant's critical areas report.**
 1. The buffer area after averaging is no less than that which would be contained within the standard buffer.
 2. The buffer width shall not be reduced by more than ~~twenty-five~~ **25** percent at any one point as a result of the buffer averaging.
 3. **There are no feasible alternatives to the site design that could be accomplished without buffer averaging.**
 4. **The critical area has significant differences in characteristics that affect its habitat functions, so that the buffer is increased adjacent to the higher functioning area and decreased adjacent to the lower-functioning portion.**
 5. **The minimization measures in WSMC Table 18.10.211-1 are implemented, where applicable, to minimize impacts of the adjacent land use on the critical area.**

6. The buffer area shall be enhanced where the buffer is averaged.
7. The additional buffer is contiguous with the standard buffer.
8. Encroachment into the buffer does not occur waterward of the top of an associated steep slope or into a channel migration zone.

Encroachment does not occur into the buffer of an associated wetland except as otherwise allowed.

~~10. Additional Buffers. The city or its agent may require increased buffer sizes as necessary to protect critical areas when either the critical area is particularly sensitive to disturbance or the development poses unusual impacts. Oversight and input from resource agencies will be relied upon heavily by the city in its determination of need for additional buffers.~~

- F. Reducing Buffers. The ~~city~~ City or its agent may authorize a reduce reduction of up to twenty-five 25 percent of the standard width of a the critical area buffer if the reduction will not adversely impact the critical area and/or buffer functions and values, requirement unless Unless otherwise stipulated elsewhere in this regulation, the buffer reduction shall be subject to subject to a critical area study performed by a qualified professional who which finds that:
1. The applicant has complied with the mitigation sequencing requirements in WSMC 18.10.210 demonstrated avoidance, minimization of impact, and lastly mitigation of impact in that order;
 2. The proposed buffer reduction shall be accompanied by a mitigation plan, per ~~[Section WSMC 18.10.211]~~ that includes enhancement of the reduced buffer area the minimization measures in WSMC Table 18.10.211-1 (to the greatest extent practicable) to minimize impacts of the proposed action on the critical area; and
 3. The reduction will not adversely affect water quality or disrupt a significant habitat area, ~~and~~ The reduction is necessary for reasonable development of the subject property.
- G. Buffer Mitigation Ratios. Impacts to buffers shall be mitigated at a minimum 1:1 ratio. Compensatory buffer mitigation shall replace those buffer functions lost from development.

18.10.212 - Building set back line (BSBL).

Unless otherwise specified, a minimum BSBL of fifteen feet is required from the edge of any buffer, NGPE, or separate critical area tract, whichever is greater.

18.10.213 - Land division and property line adjustment.

- A. Subdivisions, short subdivisions, boundary line adjustments and planned residential developments of land in or adjacent to critical areas and associated buffers are subject to the following.
1. Land that is wholly within a wetland or stream critical area or associated buffer may not be subdivided or the boundary line adjusted unless it can be demonstrated to qualify for and is granted a reasonable use variance.
 2. Land that is partially within a wetland or stream critical area or associated buffer area may be subdivided or the boundary line adjusted, provided that an accessible and contiguous portion of each new or adjusted lot is:
 - a. Located outside the critical area and buffer; and
 - b. Large enough to accommodate the intended use.

- B. Accessory roads and utilities serving the proposed subdivision may be permitted within the wetland or stream critical area and associated buffer only if the **city City** determines that no other feasible alternative exists as determined by securing an exception and consistent with **WSMC Section 18.10.125 of this chapter**.

18.10.214—Native Growth Protection Easements.

- ~~A. As part of the implementation of approved development applications and alterations, critical areas and their buffers shall remain undeveloped and shall be designated as native growth protection easements (NGPE). Where a critical area or its buffer has been altered on the site prior to approval of the development proposal, the area altered shall be restored using native plants and materials.~~
- ~~B. The native growth protection easement (NGPE) is an easement granted to the city for the protection of a critical area and/or its associated buffer. NGPEs shall be required as specified in these rules and shall be recorded on final development permits and all documents of title and with the county recorder at the applicant's expense. The required language is as follows:~~
- ~~*"Dedication of a Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of existing vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public of the city of White Salmon, to leave undisturbed all trees and other vegetation within the easement. The vegetation in the easement may not be cut, pruned, covered by fill, removed, or damaged unless the express written permission of the City of White Salmon has been received, without express permission from the city of White Salmon, which permission must be obtained in writing."*~~
- ~~C. When the subject development is a formal subdivision, short subdivision (short plat), binding site plan, contract rezone, master site plan, site plan/design review, or planned unit development (PUD), the critical area and its buffers shall be placed in a critical areas tract and designated as a NGPE, as described below.~~

18.10.214 – Notice on Title

- A. In order to inform subsequent purchasers of real property of the existence of critical areas, the owner of any property containing a critical area or buffer on which a development proposal is approved shall file a notice with the county auditor's office according to the direction of the City. The notice shall state the presence of the critical area or buffer on the property, the application of this chapter to the property, and limitations on actions in or affecting the critical area or buffer may exist. The notice shall "run with the land."**
- B. The applicant shall submit proof that the notice has been filed for public record before the City approves any site development or construction for the property or, in the case of subdivisions, short subdivisions, PUDs, and binding site plans, at or before recording.**

18.10.215 - Critical area tracts or conservation easement.

A. Critical area tracts or conservation easements shall be established for all undeveloped portions of critical areas and their buffers. Critical area tracts shall be identified for all subdivisions, short subdivisions, PUDs, reasonable use variances, binding site plans, or site plans. Critical areas tracts are legally created lots containing critical areas and their buffers that shall be permanently protected from development. Critical areas tracts are legally created non-building lots containing critical areas and their buffers that shall remain undeveloped pursuant to the critical areas regulations. Separate critical area tracts are not an integral part of the lot in which they are created **and** are not intended for sale, lease, or transfer. **The following development proposals shall identify such areas as separate tracts: Subdivisions**

B. Short subdivisions

C. Planned unit developments

D. Binding site plans

E. Master site plans

F. Site plan/design review

B. Responsibility for maintaining tracts in compliance with the WSMC and all terms and conditions applied to the tract based on review of required critical area reports and studies shall be held by **the property owner or** a homeowners' association. This homeowners' association shall be created pursuant to RCW Chapter 64.38 and established as a Washington nonprofit corporation. Within three years of creation of the critical areas tract **for all subdivisions or short subdivisions,** ownership and maintenance of the tract shall be vested in the homeowners' association. The permit applicant, owner, or other appropriate entity deemed acceptable by the **city attorney City** shall be responsible for maintaining the tract until such time as the homeowners' association is duly formed. The following note shall appear on the face of all plats, binding site plans, **master site plans,** site plan **design review,** or contract rezones and shall be recorded on the title for all affected lots:

*NOTE: **The homeowners' association or tract owners** ~~All lots adjoining separate tracts identified as Native Growth Protection Easements~~ are jointly and severally responsible for the maintenance and protection of the **Critical Areas** tracts. Maintenance includes ensuring that no alteration occurs within the separate tract and that vegetation remains undisturbed unless the express written permission ~~of from~~ the **city City of White Salmon** ~~has~~ **has** been received."*

~~The city may waive the requirement that a critical areas tract be created if it is determined that all or the critical majority of a NGPE will be contained in a single ownership without creation of a separate tract.~~

~~A critical area tract shall be incorporated in the area of the parent lot for purposes of subdivision density allocation and may be relied on by surrounding parcels to meet minimum lot size requirements. Any portion of the area within the critical area tract may only be included in the calculation of lot area for a single lot.~~

~~D. Where a critical area tract is located in a residential zone and is determined to be of sufficient size to result in the loss of one or more dwelling units that would otherwise have been permissible in this area, such units may be accommodated on another portion of the same site or property, not containing critical area(s), subject to the limitations of this section:~~

~~If the area within the critical area tract is not included in the calculation of lot area for any surrounding lots.~~

Dwelling units allowed to be relocated due to creation of a critical areas tract shall be computed as follows:

Determine the net development area – Subtract from the total critical areas tract all land physically unsuitable for development (e.g., slopes greater than thirty percent, unstable slopes, actual wetland area, flood hazard area, and publicly owned land). If the net development area is larger than one-half acre adjusted net development area shall be used.

Determine the adjusted net development area – For critical area tracts having a net development area larger than one-half acre subtract the actual area reasonably devoted to a street system necessary to serve resulting parcels, up to twenty percent of the area.

Determine the permitted number of dwelling sites for relocation – Divide the net development area for parcels up to one-half acre or the adjusted net development area for parcels larger than one-half acre by the minimum single family lot size of the zone district to determine the number of dwelling sites allowed to be relocated. Numbers shall be rounded to the next closest full integer. (e.g., 1.5 = 2 and 1.4 = 1).

C. Residential Density Transfer. The City shall allow transfer of density for residential uses from lands containing critical areas, as defined by this chapter. In order to accommodate the density transfer, the City may allow reductions in setbacks and lot dimensions of the underlying zone standards of Title 17. Residential density may be transferred only from a critical area to an area on the same site that is not a critical area. Minimum lot sizes when dwelling sites are relocated may need to be less than the minimum parcel size for the underlying zone. **Resulting lot sizes shall be allowed to be modified below the minimum lot size in the zone when.**

The modification of minimum lot size is demonstrated to be the minimum necessary to accommodate the relocated or transferred dwelling sites, and

1. The average lot size of all parcels in the land division shall not be less than:
 - a. Three thousand five hundred square feet in R-1 zone (approximately seventy percent of five thousand square feet minimum lot size); or
 - b. Two thousand five hundred square feet in the R-2, R-3, or MHR zones (approximately fifty percent of the five thousand square feet minimum lot size); or
 - c. Ten thousand square feet in the **LR RL** zones (approximately fifty percent of the twenty thousand square feet minimum lot size).

18.10.216 - Marking and/or fencing.

- A. **Temporary Construction** Markers. The outer perimeter of a ~~wetland, stream, fish and wildlife conservation areas, steep slopes and their critical area and~~ associated buffers and the limits of these areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in a manner approved by the ~~city~~ **City** so no ~~unauthorized unintended~~ intrusion will occur. Markers or fencing are subject to inspection by the **City or its agent** or his designee prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction and shall not be removed until directed by the **City** or until permanent signs and/or fencing, if required, are in place.
- B. Permanent Markers. Following the implementation of an approved development plan or alteration, the outer perimeter of the critical area or buffer that is not disturbed shall be permanently identified. This identification shall include permanent wood or metal signs on treated wood or metal posts, or affixed to stone boundary markers at ground level. Signs shall be worded as follows:

CRITICAL AREA BOUNDARY

Protection of this natural area is in your care. Alteration or disturbance of this critical area is prohibited. Please call the ~~city~~ City of White Salmon for more information. Removal of this sign is prohibited.

- C. Sign Locations. The ~~city~~ City or its agent shall approve sign locations during review of the development proposal. Along residential boundaries, the signs shall be at least four inches by six inches in size and spaced one per centerline of lot or every ~~seventy-five~~ fifty feet ~~for lots whose boundaries exceed one hundred fifty feet~~. At road endings, crossings, and other areas where public access to the critical area is allowed, the sign shall be a minimum of eighteen inches by twenty-four inches in size and spaced one every ~~seventy-five~~ 50 feet. Alternate sign type and spacing may be approved by the ~~city~~ City if the alternate method of signage is determined to meet the purposes of this section.
- D. Permanent Fencing. The ~~city~~ City or its agent shall require permanent fencing where there is a substantial likelihood of the intrusion into the critical area with the development proposal. The ~~city~~ City or its agent shall also require such fencing when, subsequent to approval of the development proposal; intrusions threaten conservation of critical areas. The ~~city~~ City or its agent may use any appropriate enforcement actions including, but not limited, to fines, abatement, or permit denial to ensure compliance. The fencing may provide limited access to the stream or wetland but shall minimize bank disturbance.

18.10.217 - Critical areas reports/studies.

- A. Timing of Studies. When an applicant submits an application for any development proposal, ~~it they~~ shall ~~indicate whether any critical areas or buffers are located on or adjacent to the site. The presence of critical areas may require additional studies and time for review. However, disclosure of critical areas early will reduce delays during the permit review process. If the applicant should disclose there are no known critical areas, further studies may be required for verification. provide a report describing all critical areas present that will be impacted by the proposal. The critical areas report shall meet the requirements of this section, as well as any additional requirements listed in the subchapter for the specific critical area type impacted.~~
- B. When Studies are Required.
1. The City may rely on input from a qualified representative of the appropriate resource agency to assist with the determination that a critical areas report is necessary (e.g., the WDFW regional representative may be consulted to determine if the presence of a fish and wildlife conservation area requires a critical areas study).
 2. When sufficient information to evaluate a proposal is not available, the ~~city~~ City or its agent shall notify the applicant that a critical areas study and report is required. The ~~city~~ City or its agent may hire an independent qualified professional to determine whether a critical areas report is necessary.
 3. ~~When possible, the city may rely on input from a qualified representative of the appropriate resource agency to assist with the determination that a critical areas report is necessary. (e.g., WDFW regional representative may be consulted to determine if the presence of a fish and wildlife conservation area requires a critical areas study.)~~
 4. If a critical area report is required, the ~~city~~ City or its agent may retain independent qualified consultants, at the applicant's expense, to assist in review of studies that are outside the range of

staff expertise. The ~~city~~ City may develop a list of ~~pre-qualified~~ prequalified consultants that can be used by an applicant in order to preclude the need for peer review of submitted reports.

5. Critical area reports shall be written by a qualified professional, as defined in the definitions section of this chapter. A critical areas report shall include all information required pursuant to WSMC Section 18.10.217. ~~{C}~~ (C), below. A monitoring and maintenance program shall be required to evaluate the effectiveness of mitigating measures.
6. Studies generated as part of an expanded SEPA environmental checklist or an environmental impact statement may qualify as a critical areas report if the project is developed in enough detail to have provided an evaluation of site-specific impacts and mitigation measures.

C. General Critical Areas Report Requirements.

1. A critical areas report shall have three components: **(a1)** a site analysis, **(b2)** an impact analysis, and **(e3)** proposed mitigation measures. More or less detail may be required for each component depending on the size of the project, severity, and potential impacts. The ~~city~~ City or its agent may waive the requirement of any component when adequate information is otherwise available.
2. In addition to the specific requirements specified under each critical area, all studies shall contain the following information unless it is already available in the permit application:
 - a. Site map of the project area at a 1":20' or larger scale dimensioned, including:
 - i. Reference streets and property lines.
 - ii. Existing and proposed easements, right-of-ways, trail corridors and structures.
 - iii. Contour intervals (two feet intervals, 10 foot index intervals); steep slope areas to be highlighted.
 - iv. The edge of the one hundred-year floodplain, and edge of the floodway if appropriate.
 - v. Channel migration zone boundaries if appropriate.
 - ~~vi. Shoreline management program environmental designation and zone, if appropriate.~~
 - vi. Hydrology: show surface water features both on and adjacent to the site; show any water movement into, through, and off the project area; show stream and wetlands classifications, show seeps, springs, and saturated soil zones; label wetlands not found on the city inventory maps as un-inventoried.
 - vii. Identification of all site preparation, grading activities and dimensioned location of proposed structures, roads, stormwater facilities, impervious surfaces, and landscaping to critical areas.
 - viii. All drainage plans for discharge of stormwater runoff from developed areas.
 - ix. Location of buffer and building setback lines (if required or proposed).
 - x. Location of sensitive area tract and/or easement.
 - xi. Written report detailing:

- a) How, when, and by whom the report was performed (including methodology and techniques).
 - b) Weather conditions during and prior to any field studies if relevant to conclusions and recommendations.
 - c) Description of the project site and its existing condition including degraded critical areas.
 - d) Description of existing critical area and buffer functions and values.
 - e) Description of habitat features present and determination of actual use of the critical area by any endangered, threatened, rare, sensitive, or unique species of plants or wildlife as listed by the federal government or state of Washington.
 - f) The total acreage of the site in each type of critical area(s) and associated buffers.
 - g) The proposed action; including, but not limited to, a description of filling, dredging, modification for ~~storm water~~ stormwater detention or discharge, clearing, grading, restoring, enhancing, grazing or other physical activities that change the existing vegetation, hydrology, soils, or habitat;
 - h) When alteration to a critical area or its buffer is proposed, provide an explanation why the impact is unavoidable and how it meets the criteria for a defined exception. ;
 - i) Description of potential environmental impact of the proposed project to the critical area(s), and a demonstration of the mitigation sequencing approach, and a description of any proposed mitigation measures. ;
 - j) Habitat and native vegetation conservation strategy that addresses methods to protect and enhance on-site habitat and critical area functions. ;
 - k) The mitigation measures proposed to avoid or lessen the project impacts (during construction and permanently) . ;
 - l) When alteration to the critical area or its buffer is proposed, include a mitigation plan as specified by this chapter. ;
 - m) A discussion of ongoing management practices that will protect habitat after the project site has been developed; including proposed monitoring and maintenance programs. ;
 - n) Description of local, state, and federal regulations and permit requirements.
- xii. The ~~city~~ City may waive or accept an alternative form of the required information if it determines, in consultation with the appropriate resource agency, that the ~~alternate~~ alternative form of information provides sufficient detail to determine whether all applicable criteria and standards are met.

- a. Uncertainty exists as to the probable success of the proposed restoration or creation due to an unproven methodology or proponent; or
 - b. A significant period will elapse between impact and replication of wetland functions; or
 - c. The impact was unauthorized.
5. Decreased Replacement Ratios. The ~~city~~ **City or its agent** may decrease the ratios required in **"on-site" on-site** ratios specified under the compensation section of each critical area when all the following criteria are met:
- a. A minimum replacement ratio of 1:1 will be maintained.
 - b. Documentation by a qualified specialist demonstrates that the proposed mitigation actions have a very high rate of success.
 - c. Documentation by a qualified specialist demonstrates that the proposed mitigation actions will provide functions and values that are significantly greater than the critical area being impacted. **and**
 - d. The proposed mitigation actions are conducted in advance of the impact and have been shown to be successful.
6. Critical Area Enhancement as Mitigation.
- a. Impacts to critical areas may be mitigated by enhancement of existing significantly degraded critical areas only after a 1:1 minimum acreage replacement ratio has been satisfied. Applicants proposing to enhance critical areas must produce a critical areas report that identifies how enhancement will increase the functions and values of the degraded critical areas and how this increase will adequately mitigate for the loss of critical area function at the impact site.
 - b. At a minimum, enhancement acreage, provided after a 1:1 replacement ratio has been satisfied, shall be double the acreage required for creation acreage under the **"on-site" on-site** compensation section specified under each critical area. The ratios shall be greater than double the required acreage when the enhancement proposal would result in minimal gain in the performance of critical area functions currently provided in the critical area.
- D. Mitigation shall be completed immediately following disturbances and prior to use or occupancy of the activity or development, or when seasonally appropriate. Construction of mitigation projects shall be timed to reduce impacts to existing fisheries, wildlife, water quality, and vegetation.

18.10.220 - Best available science.

Any approval of mitigation to compensate for impacts to a critical area or its buffer shall be supported by the best available science.

18.10.221 - Mitigation plans.

- A. Mitigation or alterations to critical areas shall achieve equivalent or greater biological functions and shall include mitigation for adverse impacts upstream and downstream of the development proposal site. Mitigation sites for wetlands, streams, and fish and wildlife habitat conservation critical areas shall be located to achieve contiguous habitat corridors in accordance with a mitigation plan that is part of an approved critical areas report to minimize the isolating effects of development on habitat areas. Mitigation of aquatic habitat shall be located within the same aquatic ecosystem as the area disturbed. Mitigation shall address each function affected by the alteration to achieve functional equivalency or improvement on a per function basis.

- B. ~~The scope and content of a mitigation plan shall be decided on a case-by-case basis; as the impacts to the critical area increase, the mitigation measures to offset these impacts will increase in number and complexity.~~ The ~~During the review of the requested studies, the city~~ City of White Salmon shall determine ~~during the review of the requested studies~~ which of the components (listed in subsection ~~{C.}~~ (C), below) shall be required as part of the mitigation plan. Key factors in this determination shall be the size and nature of the development proposal, the nature of the impacted critical areas, and the degree of cumulative impacts on the critical area from other development proposals.
- C. At a minimum, the following components shall be included in a complete mitigation plan:
1. Baseline Information. Provide existing conditions information for both the impacted critical areas and the proposed mitigation site as described in "General critical area report requirements" in WSMC 18.10.217 and "~~Additional additional~~ report requirements " ~~for each critical area.~~ contained within the individual critical areas ordinance chapters.
 2. Environmental Goals and Objectives. The mitigation plan shall include a written report identifying environmental goals and objectives of the compensation proposed and including:
 - a. A description of the anticipated impacts to the critical areas, the mitigating actions proposed, and the purposes of the compensation measures, including the site selection criteria, identification of compensation goals, identification of resource functions, and dates for beginning and completing site compensation construction activities. The goals and objectives shall be related to the functions and values of the impacted critical area; and
 - b. A review of the best available science supporting the proposed mitigation.
- D. Performance Standards. The mitigation plan shall include measurable specific criteria for evaluating whether or not the goals and objectives of the mitigation project have been successfully attained and whether or not the requirements of this chapter have been met. They may include water quality standards, species richness and diversity targets, habitat diversity indices, or other ecological, geological, or hydrological criteria.
- E. Detailed Construction Plan. ~~These are~~ This is the written specifications and descriptions of mitigation technique. This plan should include the proposed construction sequencing, grading and excavation details, erosion and sedimentation control features, a native planting plan, and detailed site diagrams and any other drawings appropriate to show construction techniques or anticipated final outcome.
- F. Monitoring and/or Evaluation Program. The mitigation plan shall include a program for monitoring construction of the compensation project, and for assessing a completed project, as detailed under ~~{~~ WSMC Section 18.10.222,} below.
- G. Contingency Plan. This section identifies potential courses of action and any corrective measures to be taken when monitoring or evaluation indicates projected performance standards have not been met.

18.10.222 - Monitoring.

- A. The ~~city~~ City will require long-term monitoring of development proposals where alteration of critical areas or their buffers are approved. Such monitoring shall be an element of the required mitigation plan and shall document and track impacts of development on the functions and values of critical areas, and the success and failure of mitigation requirements. Monitoring may include, but is not limited to:
1. Establishing vegetation transects or plots to track changes in plant species composition over time;

2. Using aerial or other photography to evaluate vegetation community response;
3. Sampling surface and ground waters to determine pollutant loading;
4. Measuring base flow rates and stormwater runoff to model and evaluate water quantity predictions;
5. Measuring sedimentation rates; **and**
6. Sampling fish and wildlife populations to determine habitat utilization, species abundance, and diversity; **and**
7. Sampling of water temperatures for wetlands and streams.
8. The property owner will be required to submit monitoring data and reports to the **city City** on an annual basis or other schedule as required by the **city City or its agent**. Monitoring shall continue for a minimum period of five years or for a longer period if necessary to establish that the mitigation performance standards have been met.
9. **Longer maintenance and monitoring plans may be required when determined necessary to ensure success of the mitigation, due to complexity or anticipated timeline for vegetation establishment.**
10. Performance Bond. Prior to issuance of any permit or approval, which authorizes site disturbance under this chapter, the **city City or its agent** shall require performance security as specified in **WSMC Section**-18.10.100, Administration.

18.10.223 - Contingencies/adaptive management.

When monitoring reveals a significant deviation from predicted impacts or a failure of mitigation measures, the **applicant property owner** shall be responsible for appropriate corrective action. Contingency plans developed as part of the original mitigation plan shall apply, but may be modified to address a specific deviation or failure. Contingency plan measures shall be subject to the monitoring requirement to the same extent as the original mitigation measures.

18.10.224 ~~Habitat Management plans.~~

~~A habitat management plan shall be required by the city when the critical area review of a development proposal determines that the proposed activity will have an adverse impact on wetland, stream, and fish and wildlife habitat conservation area critical areas.~~

~~A. A habitat management plan, prepared by a qualified biologist in consultation with WDFW, shall address the following mitigation measures:~~

- ~~1. Reduction or limitation of development activities within the critical area and buffers;~~**
- ~~2. Use of low impact development techniques or clustering of development on the subject property to locate structures in a manner that preserves and minimizes the adverse effects to habitat areas;~~**
- ~~3. Seasonal restrictions on construction activities on the subject property;~~**
- ~~4. Preservation and retention of habitat and vegetation on the subject property in contiguous blocks or with connection to other habitats that have a primary association with a listed species;~~**

- ~~5. Establishment of expanded buffers around the critical area;~~
- ~~6. Limitation of access to the critical area and buffer; and~~
- ~~7. The creation or restoration of habitat area for listed species.~~

18.10.300 - FISH AND WILDLIFE HABITAT CONSERVATION AREAS.

Subsections:

18.10.310 - Purpose.

The purpose of regulating the use of the fish and wildlife habitat conservation areas is to preserve and protect ~~those~~ areas with which anadromous fish, threatened and endangered species, and species of local importance have a primary association.

18.10.311 – Applicability.

- A. The provisions of this chapter apply to all regulated activities in the fish and wildlife habitat conservation areas listed in WSMC 18.10.113 and all activities not specifically listed as exempt in WSMC 18.10.114 or 18.10.115.**

18.10.312 – Designation.

- A. For purposes of these regulations, fish and wildlife conservation areas are those habitat areas that meet any of the following criteria:
1. **Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association, including, but not limited to priority species listed and mapped by the WDFW.**
 2. **Habitats of local importance, including, but not limited to, areas designated as priority habitat by the WDFW.**
 - a. **Cliffs/bluffs.**
 - b. **Talus slopes.**
 - c. **Snag patches having 10 snags or more.**
 - d. **Oregon white oak woodland/Oak-Pine Mixed Forest;**
 - e. **Wetlands.**
 - f. **Riparian areas.**
 3. **Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish and wildlife habitat.**
 4. Waters of the state, including lakes, rivers, ponds, streams, inland waters, underground waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington.
 5. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.
 6. State natural area preserves and natural resources conservation areas.

~~All streams which meet the criteria for streams set forth in WAC 222-16-030 and based on the interim water typing system in WAC 222-16-031.~~

Heritage tree sites.

B. All areas within the city meeting one or more of the above criteria, regardless of any formal identification, are designated critical areas and are subject to the provisions of this chapter. The approximate location and extent of known fish and wildlife habitat conservation areas are shown on the critical area maps kept on file at the ~~city~~ City. ~~Wildlife data is sensitive, changes, and protection requirements vary depending on specific site and area characteristics. WDFW will be consulted to verify the presence of critical habitat areas. Access to the maps will be limited to those with a need to know for individual project proposals due to the sensitivity of the information in the maps.~~ Wildlife data is sensitive, and changes over time, and the requirements for protection requirements vary depending on specific site and area characteristics. The City may seek WDFW consultation to verify the presence of critical habitat areas. Access to the maps may be limited to City staff because of the sensitivity of the information in the maps.

18.10.312 313 - Buffers.

A. Riparian Habitat.

1. Inventoried rivers and creeks within White Salmon's city limits and urban growth boundary include the White Salmon River, Columbia River, Jewett Creek, and Dry Creek. The ~~following~~ buffers shown in WSMC Table 18.10.300(12) are the minimum requirements for streams. All buffers shall be measured from the ordinary high water mark (~~ordinary high water mark~~ OHWM). Any approved alteration to riparian buffers shall result in no net loss of functions and values.
2. The 183-foot buffer from Type F streams may be adjusted down to 150 feet in specific instances with no additional review and with the concurrence of WDFW. When a narrower buffer is sufficient to protect specific stream functions and values in a specific location, buffer widths may be further modified or adjusted in consultation with the WDFW and subject to additional review of the critical areas report and habitat study.

WSMC Table 18.10.300(1) – Stream Classification

Stream Classification from WAC 222-16-030	
Stream Type	Characteristic
Type S Water	Waters identified as shorelines of the state (Columbia River <u>and White Salmon River</u>).
Type F Water	Perennial or fish-fish -bearing waters, (Including but not limited to, Hamilton Creek; Greenleaf Lake; Hamilton Springs; Greenleaf Creek; Moffet Creek; Bass Lake; Carpenter Creek Jewett Creek and Dry Creek).
Type Np Water	<u>All segments of natural waters within the bankfull width of defined channels that are perennial, non-fish-habitat streams. Less than 3 feet in width on average</u>
Type Ns Water	<u>All segments of natural waters within the bankfull width of the defined channels that are not Type S, F, or Np waters. These are seasonal, non-fish-habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall. Seasonal streams with a defined channel.</u>

WSMC Table 18.10.300(2) – Widths of Riparian Habitat Buffers

Permanent Water Typing	Buffer Width Riparian Habitat Width
Type S	<u>200 ft –regulated per WSMC 18.30 (Shoreline Master Program)</u>
Type F	<u>200² 183 ft</u>
Type Np	<u>75² ft</u>
Type Ns	<u>50² ft</u>

B. Wildlife and Other Habitat. Buffer widths and setbacks for the protection of listed species outside of streams and stream buffers will be determined on a site-specific basis through the approval of a critical areas report.

18.10.314 – Exemptions.

A. **In addition to the exemptions specified in WSMC 18.10.114, the following activities may be exempt in a fish and wildlife habitat conservation area or its buffer.**

1. **Single-family home construction is limited to areas mapped by the WDFW as mule and black-tailed deer habitat only. If other habitats are mapped, the exemption does not apply. The construction of any fence associated with the single-family residence shall comply with the following.**

a. **New wire fences in mule and black-tailed deer habitat shall be allowed only when necessary to control livestock or pets or to exclude wildlife from specified areas, such as gardens or orchards. Wood fences are allowed per City standards. Wire-fenced areas shall be the minimum necessary to meet the needs of the applicant and shall comply with the following, unless the applicant demonstrates the need for an alternative design.**

i. **The top wire shall not be more than 42 inches high to make it easier for deer to jump over the fence.**

ii. **The distance between the top two wires shall be at least 10 inches to make it easier for deer to free themselves if they become entangled.**

iii. **The bottom wire shall be at least 16 inches above the ground to allow fawns to crawl under the fence. The fence should consist of smooth wire because barbs often injure animals as they crawl under fences.**

iv. **Stays or braces placed between strands of wire shall be positioned between fence posts where deer are most likely to cross. Stays create a more rigid fence, which allows a deer a better chance to wriggle free if the deer catches its hind legs between the top two wires.**

b. **Woven wire fences may be authorized only when an applicant clearly demonstrates that such a fence is required to meet specific needs, such as controlling livestock.**

18.10.315 - General performance standards.

The requirements **provided set out** in this subsection supplement those identified in **WSMC Section 18.10.200, General Provisions**. All new structures and land alterations shall be prohibited from habitat conservation areas, except in accordance with this chapter. Additional standards **follow are as follows**:

1. No development shall be allowed within a habitat conservation area or any associated buffer with which state or federally endangered, threatened, or sensitive species have a primary association.
2. Whenever development is proposed adjacent to a fish and wildlife habitat conservation area with which state or federally endangered, threatened, or sensitive species have a primary association, such areas shall be protected through the application of protection measures in accordance with a critical areas report prepared by a qualified professional and approved by the **city City or its agent**. **The** WDFW should be **consulted to provide for** a technical review and **to advise during the definition of an advisory role in defining** the scope of the habitat study.
3. **Habitat Study. Development proposals or alterations adjacent to and within three hundred feet of a fish and wildlife habitat conservation area shall prepare, and submit, as part of its critical areas study, a habitat study which identifies which, if any, listed species are using that fish and wildlife habitat conservation area. If one or more listed species are using the fish and wildlife habitat conservation area, the following additional requirements shall apply:**
 - A. The applicant shall include in its critical areas study a habitat management plan which identifies the qualities that are essential to maintain feeding, breeding, and nesting of listed species using the fish and wildlife habitat conservation area and which identifies measures to minimize the impact on these ecological processes from proposed activities. The applicant shall be guided by the document Management Recommendations for Washington's priority habitats and species, issued by the Washington Department of Wildlife, May 1991, and as may be amended, and by any recovery and management plans prepared by the Washington Department of Wildlife for the listed species pursuant to WAC 232-12-297(11).**
 - B. Conditions shall be imposed, as necessary, based on the measures identified in the habitat management plan.**
 - C. The two hundred foot buffer from "S" and "F" type streams may be adjusted down to one hundred fifty feet in specific instances with no additional review and with the concurrence of WDFW. Further modification or adjustment of buffer widths when a narrower buffer is sufficient to protect specific stream functions and values in a specific location may be achieved in consultation with WDFW subject to additional review of critical areas report and habitat study.**
 - D. Approval of alteration of land adjacent to the habitat conservation area, buffer or any associated setback zone shall not occur prior to consultation with the state department of fish and wildlife and the appropriate federal agency.**
 - 1.** No plant, wildlife, or fish species not indigenous to the region shall be introduced into a habitat conservation area unless authorized by a state or federal permit or approval.
 - 2. Alteration** **The alteration** of natural watercourses shall be avoided.
 - 3.** The **city City or its agent** shall **apply** conditions of approval **of to proposed** activities **allowed** adjacent to a fish and wildlife habitat conservation area or its buffer, as necessary, per the approved critical area report and habitat management plan to minimize or mitigate any potential adverse impacts. Performance bonds, as defined by this chapter, may also be made a condition of approval in accordance with the provisions of this chapter.

~~18.10.316 – Native growth protection easement/critical area tract.~~

- ~~A. An NGPE as defined in Section 18.10.200 General Provisions shall be designated for Type S and F streams when located within one-quarter mile of a stream with salmonids, unless the city or its agent has waived the NGPE requirements (see below), or where the alteration section expressly exempts Type N streams, when beyond one-quarter mile of a stream with salmonids, from an NGPE. Where a stream or its buffer has been altered on the site prior to approval of the development proposal as a result of the development proposal, the area altered shall be restored using native plants and materials. The restoration work shall be done pursuant to an approved mitigation plan.~~
- ~~B. The city or its agent may waive the NGPE requirements on Type N streams, when located beyond one-quarter mile of a stream with salmonids if all the following criteria are met:~~
- ~~1. All buffer, building setback line, and flood plain distances are identified on the appropriate documents of title;~~
 - ~~2. The stream channel and buffer are maintained as a vegetated open swale without altering the channel dimensions or alignment and are recorded in a drainage easement to the city of White Salmon that requires that the channel remain open and vegetated for water quality and hydrologic purposes;~~
 - ~~3. All clearing proposed within the stream and its buffer shall occur between April 1 and September 1, or as further restricted by timing limits established by the state department of fish and wildlife, and shall meet all erosion and sedimentation requirements of the city;~~
 - ~~4. There are no downstream flooding or erosion problems within one-half mile of the site;~~
 - ~~5. The stream is not within an erosion hazard area; and~~
 - ~~6. No existing water wells are within or adjacent to the stream.~~

~~18.10.314 316 - Special provisions - Streams streams.~~

The requirements provided in this section supplement those identified in WSMC Section 18.10.200, General Provisions. **All new structures and land alterations shall be prohibited from streams, except in accordance with this chapter. Additional standards are as follows.:**

- A. Type ~~S and~~ F Streams. Activities and uses shall be prohibited in Type ~~S and~~ F streams except as provided for in WSMC Section [(18.10.100)] Administration, and the allowable activities and uses listed below.
1. Stream Crossings. Stream crossings shall be minimized, but when necessary, they shall conform to the following standards as well as other applicable laws. ~~(see e.g., the state department of fish and wildlife, or the Washington State Department of ecology [Ecology]).:~~
 - a. **Among the reasonable alternatives, The the** stream crossing **is the only reasonable alternative that** has the least impact.;
 - b. ~~It has been shown in the~~ **The** critical areas report ~~that has shown that~~ the proposed crossing will not decrease the **functions and values of the** stream and **its** associated buffer **functions and values;** .
 - c. The stream crossing shall use bridges instead of culverts unless it can be demonstrated that a culvert would result in equal or lesser ecological impacts.;

- d. All stream crossings using culverts shall use super span or oversized culverts with appropriate fish enhancement measures. Culverts shall not obstruct fish passage.;
 - e. Stream crossings shall be designed according to the ~~Washington Department of Fish and Wildlife WDFW Fish Passage Design at Road Culverts, 1999~~ Water Crossing Design Guidelines, 2013 as amended, and the National Marine Fisheries Service (NMFS) ~~Guidelines for Salmonid Passage at Stream Crossings~~ Anadromous Salmonid Passage Facility Design, 2000 2011.;
 - f. All stream crossings shall be constructed during the summer low flow period ~~between~~ (July 1st ~~and through~~ August 15) ~~th~~ or as specified by the ~~state department of fish and wildlife WDFW~~ in the hydraulic project approval.;
 - g. Stream crossings shall not occur through salmonid spawning areas unless no other feasible crossing site exists.;
 - h. Bridge piers or abutments shall not be placed in either the floodway or between the ~~ordinary high-water mark OHWMs~~ unless no ~~other~~ feasible alternative placement exists.;
 - i. Stream crossings shall not diminish the flood carrying capacity of the stream.;
 - j. Stream crossings shall minimize ~~the~~ interruption of downstream movement of wood and gravel.
 - k. Stream crossings shall provide for ~~the~~ maintenance of culverts and bridges.;
 - l. ~~Stream~~ Whenever possible, each stream crossing shall be minimized by shall serving serve multiple properties to minimize the number of crossings whenever possible.
2. Trails. The criteria for alignment, construction, and maintenance of trails within wetlands and their buffers shall apply to trails within stream buffers.
 3. Utilities. The criteria for alignment, construction, and maintenance within ~~the~~ wetland buffers shall apply to utility corridors within stream buffers. In addition, corridors shall not be aligned parallel with any stream channel unless the corridor is outside the buffer, and the number of crossings shall be minimized. Installation shall be accomplished by boring beneath the scour depth and hyporheic zone of the water body where feasible. Crossings shall be contained within the existing footprint of an existing road or utility crossing where possible. Otherwise, crossings shall be at an angle greater than ~~sixty~~ 60 degrees to the centerline of the channel. The criteria for stream crossing shall also apply.
 4. Stormwater ~~facilities~~ Facilities. These facilities provided that they shall be located in the outer ~~twenty-five~~ 25 percent of the buffer and ~~are shall be~~ located in the buffer only when no practicable alternative exists outside ~~buffer~~ it. Stormwater facilities should be planted with native plantings where feasible to provide habitat, and/or less intrusive facilities should be used. Detention/retention ponds should not be located in the buffer.
 5. Floodway Dependent Structures. Floodway dependent structures or installations may be permitted within streams if allowed or approved by other ordinances or other agencies with jurisdiction.
 6. Stream Bank Stabilization Streambank stabilization shall ~~only~~ be allowed only when it is shown, through a ~~stream-bank streambank~~ stability assessment conducted by a qualified fluvial geomorphologist or hydraulic engineer, that such stabilization is required for public safety reasons, that no other less intrusive actions are possible, and that the stabilization will not degrade the stability of the instream or downstream channel ~~stability~~. ~~Stream-bank Streambank~~ stabilization shall ~~utilize use~~ bioengineering or soft armoring techniques unless otherwise demonstrated. ~~Stream-bank Streambank~~ stabilization shall conform to ~~the~~ Integrated

Streambank Protection Guidelines developed by ~~the the Washington State Department of Fish and Wildlife, 2002 or as revised.~~ Stabilization measures must demonstrate the following.

- a. ~~Natural shoreline~~ **Ecological** processes will be maintained. The project will not result in increased erosion or alterations to, or loss of, **shoreline stream** substrate within one ~~fourth quarter~~ mile of the project area.
 - b. The stabilization measures will not degrade fish or wildlife habitat conservation areas or associated wetlands.;
 - c. Adequate mitigation measures ensure that there is no net loss of the functions or values of riparian habitat. ;
7. Maintenance of lawfully established existing bank stabilization is allowed, provided it does not increase the height or linear amount of bank and does not expand waterward or into aquatic habitat landward.
8. Clearing or development in riparian habitat areas ~~which is that is~~ at least ~~one hundred~~ **100** feet from the waterline and separated by a continuous public or private roadway serving three or more lots.

Type N Streams. Activities and uses that result in unavoidable and necessary impacts may be permitted in Type N streams and buffers in accordance with an approved critical areas report and mitigation plan, and only if the proposed activity is the only reasonable alternative that will accomplish the ~~applicant's~~ **applicant's** objectives.

~~18.10.317 Special provisions—Heritage trees.~~

~~A.—The requirements provided in this section supplement those identified in Section 18.10.200 General Provisions. All heritage trees qualifying for protection provide valuable local habitat and shall be protected as critical areas. The tree protection area shall be equal to ten times the trunk diameter of the tree or the average diameter of the area enclosed within the outer edge of the drip line of the canopy, whichever is greater.~~

~~B.—Heritage trees include:~~

- ~~1.—Oregon White Oaks with a trunk diameter larger than fourteen inches,~~
- ~~2.—All other tree species with a trunk diameter greater than eighteen inches, or~~
- ~~3.—Any tree designated as a heritage tree by the city council in accordance with the nomination process detailed below.~~

~~To be considered a heritage tree the tree must be nominated by the landowner of the ground sustaining the tree and be accepted by the city onto the inventory list of heritage trees compiled and maintained by the city.~~

~~C.—Heritage trees may be designated in accordance with the following nomination and designation process:~~

- ~~1.—Trees with smaller trunk diameters may also be nominated for heritage status by the property owner, by submitting a map, a photograph, and a narrative description including the location, species, approximate age, and the specific characteristics and reasoning on which the nomination is based. To receive such a designation, a tree must be an outstanding specimen, especially old or large, or of distinctive form, location, or of ecological, cultural or historical significance.~~
- ~~2.—The city shall inspect the tree, consider public comments, consult with a certified arborist if relevant, and decide whether or not the tree is to be designated a heritage tree. Notice~~

~~of the city's decision shall be mailed to the land owner and any other parties participating in the evaluation process.~~

~~3. The council may be asked to reverse its designation of a heritage tree.~~

~~D. Tree inventory is required.~~

~~1. The city shall maintain a list of heritage trees designated within the city limits in response to the voluntary nomination process. The inventory may include a map identifying the location of the trees and a brief narrative description of each heritage tree.~~

~~E. Maintenance and preservation of heritage trees is required.~~

~~1. Any owner or applicant shall use reasonable efforts to maintain and preserve all heritage trees located thereon in a state of good health pursuant to the provisions of this chapter. Failure to do so shall constitute a violation of this chapter. Reasonable efforts to protect heritage trees include:~~

~~a. Avoidance of grading, excavation, demolition or construction activity within the heritage tree protection area where possible. The city shall consider special variances to allow location of structures outside the building setback line of a heritage tree whenever it is reasonable to approve such variance to yard requirements or other set back requirements.~~

~~b. Grading, excavation, demolition or construction activity within the heritage tree protection area shall require submittal of a tree protection plan, prepared in accordance [with] applicable guidelines for a critical area report and habitat management plan per Section 18.10.200, General Provisions.~~

~~c. Consideration of the habitat or other value of mature trees in the request for a variance or other modification of land use standards may require listing of the tree as a heritage tree. Once listed for protection approval of variances or modification of standards are considered reasonable actions and not the result of a self created hardship.~~

~~2. The critical area report for purpose of this section shall include a heritage tree protection plan and shall be prepared by a certified arborist. The plan shall address issues related to protective fencing and protective techniques to minimize impacts associated with grading, excavation, demolition and construction. The city may impose conditions on any permit to assure compliance with this section. (Note: Some provisions in section 18.10.200, such as 18.10.211 Buffers, 18.10.214 Native growth protection easement, 18.10.215 Critical areas tracts, and 18.10.216 Marking and/or fencing requirements; may not be applicable to protection areas for heritage trees.)~~

~~3. Building set back lines stipulated by subsection 18.10.212 shall be measured from the outer line of the tree protection area for heritage trees.~~

~~4. Review and approval of the critical areas report and tree protection plan by the city is required prior to issuance of any permit for grading or construction within the heritage tree protection area.~~

~~5. In lieu of the NGPE required in subsection 18.10.214, a heritage tree protection easement (HTPE) shall be required. A HTPE is an easement granted to the city for the protection of a heritage tree protection area. HTPEs shall be required as specified in these rules and shall be recorded on final development permits and all documents of title and with the county recorder at the applicant's expense. The required language is as follows:~~

~~"Dedication of a Heritage Tree Protection Easement (HTPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of existing heritage tree for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The HTPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public of the city of White Salmon, to leave undisturbed all heritage trees within the easement. The heritage tree protection area may not be impacted by grading, excavation, demolition or construction without express permission from the city of White Salmon, which permission must be obtained in writing."~~

- ~~F. — Heritage tree removal and major pruning is prohibited. It is unlawful for any person to remove, or cause to be removed any heritage tree from any parcel of property in the city, or prune more than one-fourth of the branches or roots within a twelve-month period, without obtaining a permit; provided, that in case of emergency, when a tree is imminently hazardous or dangerous to life or property, it may be removed by order of the police chief, fire chief, the director of public works or their respective designees. Any person who vandalizes, grievously mutilates, destroys or unbalances a heritage tree without a permit or beyond the scope of an approved permit shall be in violation of this chapter.~~
- ~~G. — Exceptions to the provisions in this section include:~~
- ~~1. — A heritage tree can be removed if it is dead, dangerous, or a nuisance, as attested by an arborist's report, submitted to the city and paid for by the tree owner or by order of the police chief, fire chief, the director of public works or their respective designees.~~
 - ~~2. — A heritage tree in or very close to the "building area" of an approved single family residence design can be replaced by another tree. A heritage tree can be removed if its presence reduces the building area of the lot by more than fifty percent after all potential alternatives including possible set backs to minimum yard depth and width requirements have been considered.~~
 - ~~3. — Any person desiring to remove one or more heritage trees or perform major pruning (per subsection 18.10.316 F, above) shall apply for an exception pursuant to procedures established by this section rather than subsection 18.10.125 Exceptions, which generally applies elsewhere in this chapter.~~
 - ~~4. — It is the joint responsibility of the property owner and party removing the heritage tree or trees, or portions thereof to obtain exception. The city may only issue a permit for the removal or major pruning of a heritage tree if it is determined that there is good cause for such action. In determining whether there is good cause, the city shall consult with a certified arborist, paid for by the applicant, as appropriate. The city shall also give consideration to the following:

 - ~~a. — The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;~~
 - ~~b. — The necessity to remove the tree or trees in order to construct proposed improvements to the property;~~
 - ~~c. — The topography of the land and the effect of the removal of the tree on erosion, soil retention and diversion or increased flow of surface waters;~~
 - ~~d. — The long term value of the species under consideration, particularly lifespan and growth rate;~~~~

- e. ~~The ecological value of the tree or group of trees, such as food, nesting, habitat, protection and shade for wildlife or other plant species;~~
- f. ~~The number, size, species, age distribution and location of existing trees in the area and the effect the removal would have upon shade, privacy impact and scenic beauty;~~
- g. ~~The number of trees the particular parcel can adequately support according to good arboricultural practices; and~~
- h. ~~The availability of reasonable and feasible alternatives that would allow for the preservation of the tree(s).~~

H. ~~City enforcement of heritage tree protection regulations may include:~~

- 1. ~~Stop work on any construction project which threatens a heritage tree until it is shown that appropriate measures have been taken to protect the tree or an exception is granted for its removal; and/or~~
- 2. ~~As part of a civil action brought by the city, a court may assess against any person who commits, allows, or maintains a violation of any provision of this chapter a civil penalty in an amount not to exceed five thousand dollars per violation. Where the violation has resulted in removal of a tree, the civil penalty shall be in an amount not to exceed five thousand dollars per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. Such amount shall be payable to the city. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.~~

18.10.315 317 - Special provisions—*Anadromous anadromous fish.*

The requirements provided in this section supplement those identified in WSMC 18.10.200, General Provisions. All new structures and land alterations shall be prohibited from habitat that supports anadromous fish, except in accordance with this chapter. Additional standards are as follows.;

- A. Activities, uses, and alterations proposed to be located in water bodies used by anadromous fish or in areas that affect such water bodies shall give special consideration to the preservation and enhancement of anadromous fish habitat, including, but not limited to, the following.
 - 1. Activities shall be timed to occur only during the allowable work window as designated by **the state department of fish and wildlife WDFW;**
 - 2. An alternative alignment or location for the activity is not feasible.
 - 3. The activity is designed so that it will minimize the degradation of the downstream functions or values of the fish habitat or other critical areas. **;** ~~and~~
 - 4. Any impact to the functions and values of the habitat conservation area are mitigated in accordance with an approved critical areas report.
- B. Structures that prevent the migration of salmonids shall not be allowed in the portion of water bodies currently or historically used by anadromous fish. Fish bypass facilities shall be provided that allow the upstream migration of adult fish and shall prevent juveniles migrating downstream from being trapped or harmed.
- C. Fills, when authorized, shall minimize the adverse impacts to anadromous fish and their downstream habitat, shall mitigate any unavoidable impacts, and shall only be allowed for water-dependent uses.

18.10.318 – Process for Designating Species of Local Importance

Species and habitats of local importance may be nominated, designated, and protected subject to the following process for the designation, nomination and protection of species of local importance.

- A. The designation, nomination, and protection strategies shall be based on best available science subject to following designation criteria:**
- 1. Protection The protection of the native species and its primary association area through existing policies, laws, regulations, or non-regulatory tools is not adequate to prevent degradation of the species in the City; and**
 - 2. The primary association area nominated to protect a particular species is high quality native habitat or has a high potential to be high quality habitat, or provides landscape connectivity which that contributes to the designated species' preservation.**
- B. Designation The designation of a species of local importance must also be based on one or more of the following circumstances:**
- 1. Local populations of the native species are in danger of extirpation based on existing trend;**
 - 2. Local populations of the native species are likely to become threatened or endangered under state or federal law;**
 - 3. Local populations of the native species are vulnerable or declining;**
 - 4. The native species has recreational, commercial, or tribal significance; or**
 - 5. The long-term persistence of the native species is dependent on the protection, maintenance, and/or restoration of the nominated primary association area.**
- C. Petition Contents. The petition to nominate a species of local importance shall contain all the following:**
- 1. A map showing the nominated primary association area location(s);**
 - 2. An environmental checklist in conformance with WSMC Chapter 18.20;**
 - 3. A written statement that:**
 - a. Identifies which designation criteria form the basis of the nomination;**
 - b. Includes supporting evidence that the designation criteria are met; and**
 - c. Indicates what specific habitat feature(s) or plant communities are to be protected (e.g., nest sites, breeding areas, and nurseries, etc.);**
 - 4. Recommended management strategies for the species, supported by the best available science (BAS); and**
 - 5. An economic analysis identifying the cost of implementing a mitigation or protection plan and the financial impact of the requested designation on affected properties or local governments.**
- D. Approval Process.**
- 1. Timing. Nominations for species of local importance will be considered by the Council no more than once per year. The City will accept proposals for amendments at any time; however, proposals received after July 31st of each year will be processed in the next annual review cycle.**

2. **Process. The City may include a species of local importance for protection pursuant to this section through adoption of legislation by the Council. The Council considers whether to adopt a motion to list a species of local importance through the following process:**
 - a. **Any person may nominate a species for designation by submitting a petition meeting the requirements of this subsection and subject to payment of fees established by the City;**
 - b. **The City shall complete a SEPA threshold determination and provide notice of the petition as required for SEPA threshold determinations associated with a project permit;**
 - c. **The City shall review the submittal of the petitioner, and coordinate and assemble all available comments of the public, other City departments, and other agencies. A third party verification will take place, to be hired by the City and paid for by the applicant. Based on the available record, and any other information that may be available, the City shall provide a staff report and recommendation to the Council concerning whether the petition meets the requirements for approval;**
 - d. **The City shall submit to the executive a staff report containing the staff recommendation, all relevant SEPA documents, and a proposed motion which that provides for the disposition of the petition.;**
 - e. **Upon delivery of the staff report to the Council, the proposed motion will be duly considered.**
3. **Cost of Environmental Studies. Any person submitting a petition to nominate a species of local importance shall pay the cost of the environmental review and studies necessary under SEPA. The person may, at his or her own expense and to the extent determined appropriate by the responsible official, may provide additional studies or other information.**
4. **Establishment of Specific Rules for Protection. Within one hundred twenty (120) days of an action by the Council, the City shall develop an administrative rule pursuant to Title 19 addressing the protection of the species of local importance in compliance with this section.**
5. **The City may establish additional administrative procedures and fees necessary to administer this section.**

18.10.320 318 - Critical areas report.

A critical areas report for fish and wildlife habitat conservation areas shall be prepared by a qualified biologist with experience analyzing aquatic and/or wildlife habitat and who has experience preparing reports for the relevant type of critical area. ~~The city~~ **City** will ask the applicant to provide a scope describing the methodology of the study and the expected content of the report and mitigation plan. If provided, the scope will be forwarded to ~~the~~ **WDFW** to help ensure the adequacy of work done relative to the extent of the habitat concerns present. ~~The~~ **WDFW** will respond as ~~they~~ **the agency is** ~~are~~ **able**. ~~The~~ **City** will not rely solely on ~~the~~ **WDFW** review of ~~the report~~ **scope of the report**. Notice will be provided in the interest of ensuring ~~the consultant~~ **work proposed by the consultant** is in line with agency expectations.

A. In addition to the requirements of ~~WSMC Section~~ **18.10.200**, General Provisions, ~~critical area reports for wildlife habitat areas shall~~ **a qualified biologist shall prepare critical area reports for fish and wildlife habitat areas and** include the following additional information.

1. **Habitat Management Plan. Applicants proposing development or alterations adjacent to and within 300 feet of a designated fish and wildlife habitat conservation area shall prepare**

and submit, as part of the critical areas report, a habitat study, including the following information related to the site and proposal.

- a. **An assessment of habitats, including the following site and proposal-related information; :Identification of the type, location, and extent of the habitat area on the project site.**
- b. **A habitat description and assessment of the functions and values of the habitat area, including a discussion of the habitat in question, and the related plant and animal species the habitat supports, its soils, and its hydrology.**
- c. Identification of any species of local importance, priority species, or endangered, threatened, sensitive, or candidate species that have a primary association with habitat on or adjacent to the project area, ~~and.~~ **The applicant shall include the qualities that are essential to maintain feeding, breeding, and nesting of listed species that use the habitat on or adjacent to the project area.**
an assessment of potential project impacts to the use of the site by the species;
- d. ~~A discussion of any federal, state, or local species management recommendations, including the most recent versions of the state department of fish and wildlife WDFW's management recommendations for Washington's priority habitats and species, and by any recovery and management plans prepared by the WDFW for the listed species pursuant to WAC 232-12-297(11);, that have been developed for species or habitat located on or adjacent to the project area.~~
- e. **An assessment of project impacts to the habitat and/or the use of the site by the identified species.**
- f. **A mitigation plan, including a discussion of how the proposal and any proposed mitigation measures are sufficient to avoid or minimize adverse impacts to identified species and habitats.**
- g. **Measures to minimize the impact from proposed activities on ecological processes that are essential to maintain feeding, breeding, and nesting of any listed species supported by the on-site habitat.**
- h. **The reduction or limitation of development activities within the fish and wildlife habitat conservation area.**
- i. **The use of low impact development techniques or clustering the development on the subject property to locate structures in a manner that preserves and minimizes the adverse effects to habitat areas.**
- j. **Preservation and retention of habitat and vegetation on the subject property in contiguous blocks or with connection to other habitats that have a primary association with a listed species.**
- k. **Establishment of expanded buffers around the critical area, when determined necessary.**
- l. **Limitation of access to the critical area and buffer.**
- m. **The creation or restoration of habitat area for listed species.**

B. When a stream is located within a parcel proposed for development, a critical areas report for streams a qualified biologist shall prepare a critical areas report for streams that shall include the following information in addition to the requirements of WSMC 18.10.200.:

1. On the site map:

Ordinance 2023-11-1152

Amending WSMC 18.10 Critical Areas and WSMC 19.10.040

Page 47 of 83

- a. The location of the ~~ordinary high water mark~~ OHW.
 - b. The toe of ~~any all~~ slopes ~~twenty-five~~ 25 percent or greater within ~~twenty-five~~ 25 feet of the ~~ordinary high water mark~~ OHW; ~~and~~
 - c. The location of any proposed or existing stream crossing.
2. In the report:
- a. Characterization of riparian (streamside) vegetation species, composition, and habitat function.
 - b. Description of the soil types adjacent to and underlying the stream, using the U.S. Department of Agriculture Natural Resources Conservation Service (Soil Conservation Service-~~USDA-NRCS~~) soil classification system.
 - c. Determination of the presence or absence of fish and provide the reference sources; ~~and~~.
 - d. When stream alteration is proposed, include stream width and flow, discuss the stability of the channel, including erosion or aggradation potential; the type of substratum, ~~discussions of~~ infiltration capacity, and biofiltration as compared to the stream prior to alteration; and the presence of hydrologically linked wetlands, and analyze analysis the of fish and wildlife habitat and the proposed floodplain limits.
- C. The alteration of land adjacent to the habitat conservation area, buffer, or any associated setback zone shall not be approved prior to consultation with the WDFW and the appropriate federal agency.**

18.10.400 - GEOLOGICALLY HAZARDOUS AREAS

Subsections:

18.10.410 - Purpose.

The purpose of this section is to ~~To~~ prevent incompatible development activity ~~to be conducted~~ in or near ~~geologically hazardous~~ geologically hazardous areas ~~areas~~ in order to reduce the risk to public health and safety.

18.10.411 - Designation.

Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of ~~citizens residents~~ when incompatible development is sited in areas of significant hazard. Such incompatible development may ~~not only~~ place not only itself at risk but may also increase the hazard to surrounding development and uses. Areas susceptible to one or more of the following types of hazards shall be designated as geologically hazardous areas.

- A. Erosion hazard areas. ~~Erosion hazard areas are at least~~ These areas are identified by the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS)-~~USDA-NRCS~~ as having ~~"severe"~~ or ~~"very severe"~~ rill and inter-rill erosion hazard.
- B. Landslide hazard areas. (including steep slopes). Landslide hazard areas are areas potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. **These areas are mapped as landslides, scarps, and flanks on the Washington Department of Natural Resources (WDNR) map "2018, Landslide Inventory**

and Susceptibility of the Columbia Gorge in Clark, Skamania, and Klickitat Counties, Washington.”

- C. Seismic hazard **areas**. Seismic hazard areas are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface failure. ~~The strength of ground shaking is primarily affected by:~~

- ~~1. The magnitude of an earthquake;~~
- ~~2. The distance from the source of an earthquake;~~
- ~~3. The type and thickness of geologic materials at the surface;~~
- ~~4. The type of subsurface geological structure.~~

These areas are indicated by:

1. A Zone D1 or higher rating as defined by the seismic design category maps for residential construction in Washington by the WDNR (2007 or as updated) and **the Washington State Building Code International Residential Code**; and areas with Site Class C to D, D, D to E, E, and F; as defined by the “Site Class Map of Klickitat County,” by the WDNR ~~and the International Building Code.~~
2. Areas of “low to moderate” or greater liquefaction susceptibility. These areas are as **mapped current map** by the WDNR on its “Liquefaction Susceptibility Map of Klickitat County, Washington” ~~(September 2004 or as updated).~~

~~D. Other geological events including, mass wasting, debris flows, rock falls, and differential settlement.~~

D. Volcanic hazard. Volcanic hazard areas must include areas subject to pyroclastic flows, lava flows, debris avalanche, or inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.

E. Other geological events including, mass wasting, debris flows, rock falls, and differential settlement.

18.10.412 – Prohibited and restricted development and activities.

A. Critical facilities prohibited. Critical facilities shall not be sited within geologically hazardous areas unless there is no practical alternative. All reports shall be prepared under the stamp of a professional engineer or geologist licensed in the state of Washington. All engineered site plans, drainage plans, and design related materials shall be prepared under the stamp of a professional engineer licensed in the state of Washington.

~~On-site sewage disposal systems, including drain fields, shall be prohibited within erosion and landslide hazard areas and associated buffers.~~

B. Pipelines containing hazardous substances (**i.e., e.g.**, petroleum) are prohibited in geologically hazardous areas.

~~C. Slopes between fifteen and forty percent are generally considered buildable, however, the city or its agent may require an applicant to provide substantial evidence that a slope between fifteen and forty percent is geologically stable if there is evidence that similarly situated slopes have demonstrated substantial instability in the past.~~

~~D. Lands with slopes of forty percent or greater are considered unbuildable and development is not allowed.~~

18.10.413 - Performance standards.

- A. All projects shall be evaluated to determine whether the project is proposed to be located in a geologically hazardous area, the project's potential impact on the geologically hazardous area, and the potential impact on the proposed project. The ~~City city or its agent~~ may require the preparation of a critical area report to determine **potential impacts and mitigations for construction in geologically hazardous areas and their buffers and** the project's ability to meet the performance standards **of this chapter.**
- B. Alterations of geologically hazardous areas or **their** associated buffers may **only occur only when for activities that:**
1. The **City city** determines no other feasible alternative route or location exists.
 2. ~~Will~~ **The alterations will** not increase the threat of the geological hazard to or need for buffers on adjacent properties beyond ~~pre-development~~ **predevelopment** conditions.;
 3. ~~Will~~ **The alterations will** not adversely impact other critical areas.
 4. ~~Are~~ **The alterations are** designed so ~~that~~ the hazard to the project is eliminated or mitigated to a level equal to or less than ~~pre-development~~ **predevelopment** conditions.;
 5. ~~Are~~ **The alterations are** certified as safe as designed and under anticipated conditions by a qualified geotechnical engineer or geologist licensed in the state of Washington.

Vegetation shall be retained unless it can be shown that the removal will not increase the geologic hazards, and a vegetation management plan is submitted with the request.

- ~~C. Approved clearing shall only be allowed from May 1st to October 1st of each year provided that the city may extend or shorten the dry season on a case-by-case basis depending on the actual weather conditions, except that timber harvest, not including brush clearing or stump removal, may be allowed pursuant to an approved forest practices permit issued by WDNR.~~

18.10.414 - Special provisions—~~Erosion~~ **erosion and landslide hazard areas.**

Activities on sites containing erosion or landslide hazards shall meet the following requirements.

- A. **Vegetation shall be retained unless (1) it can be shown that the removal will not increase the geologic hazards, and (2) a vegetation management plan is submitted with the request.**
- B. **Approved clearing shall be allowed only from May 1 to October 1 of each year. The City may extend or shorten the dry season on a case-by-case basis, depending on the actual weather conditions, except that timber harvest – not including brush clearing or stump removal – may be allowed pursuant to an approved forest practices permit issued by the WDNR.**
- C. **Drainage plan. A qualified professional shall develop a drainage plan that includes:**
1. **Surface drainage, including downspouts, shall avoid draining to landslide and erosion hazard areas. Drainage originating above a landslide or erosion hazard area shall be collected and directed by tightline drain, and provided with an energy dissipative device for discharge to a swale or other acceptable natural drainage areas.**
 2. **The following uses and activities shall be permitted on landslide and erosion hazard areas only where analysis by a qualified professional finds that such systems will not result in an increased risk of landslide or erosion. A qualified professional shall design the following systems and shall also verify to the City that the systems are installed as designed and function as predicted.**

- a. Stormwater retention and detention systems, including percolation systems using buried pipe;
 - b. On-site sewage disposal system drainfields. The septic system drainfield must be in compliance with the regulations of the Klickitat County Health Department or its successors; and
 - c. Utility lines and pipes.
- D. Erosion hazard area buffers. No new structures shall be located on a permanent foundation within a stream bank erosion hazard area unless the foundation is located at a distance landward of the ordinary high water mark that makes allowance for potential future erosion.**
- ~~E.~~ Buffers required.** A buffer shall be established ~~form~~ **from** all edges of ~~erosion or~~ landslide hazard areas **based upon review of and concurrence with a critical areas report prepared by a qualified professional.** The size of the buffer shall be determined by the ~~City~~ **city or its agent** to eliminate or minimize the risk of property damage, death, or injury resulting from ~~erosion and~~ landslides caused in whole or part by the development, ~~based upon review of and concurrence with a critical areas report prepared by a qualified professional.~~
- E.** Minimum buffers. The minimum buffer shall be equal to the height of the slope, or ~~fifty~~ **50** feet, whichever is greater.
- F.** Buffer reduction. The buffer may be reduced to a minimum of ~~ten~~ **10** feet when a qualified professional ~~demonstrates to the city or its agent's satisfaction~~ **recommends to the City** that the reduction will adequately protect the proposed development, adjacent developments and uses, and the subject critical area.
- G.** Increased buffer. The buffer may be increased when the ~~City~~ **city or its agent** determines a larger buffer is necessary to prevent ~~risk of~~ damage to proposed and existing development.
- H.** Alterations. Alterations ~~of an erosion or to a~~ landslide hazard area and/or buffer may ~~only~~ occur **only** for activities for which a geotechnical analysis is submitted ~~and that~~ **certifies that the following.**
1. The development will not increase surface water discharge or sedimentation to adjacent properties beyond the ~~pre-development~~ **predevelopment** condition.
 2. The development will not decrease slope stability on adjacent properties.; ~~and~~
 3. Such alteration will not adversely impact other critical areas.

18.10.415 - Design standards—Erosion erosion and landslide hazard areas.

Development within an erosion or landslide hazard area and/or buffer shall be designed to meet the following basic requirements, unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this chapter. The requirements for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:

- A. Structures and improvements shall be clustered to avoid **landslide and erosion geologically hazardous areas and other critical areas.**
- B. Structures and improvements shall minimize alterations to the natural contours of the slope, and foundations shall be tiered where possible to conform to existing topography.

- C. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation.
- D. The proposed development shall not result in greater risk or need for increased buffers on neighboring properties.;
- E. The use of a retaining wall that allows the maintenance of existing natural slopes is preferred over graded artificial slopes; ~~and~~
- F. Development shall be designed to minimize impervious lot coverage.

18.10.416 - ~~Native growth protection easement/critical~~ Critical area tract.

As part of the implementation of approved development applications and alterations, geologically hazardous areas and any associated buffers that remain undeveloped pursuant to the critical areas regulations (in accordance with WSMC Section 18.10.200 General Provisions), shall be designated as ~~native growth protection easements (NGPE) and a~~ critical area tract as applicable.

18.10.417 - Critical areas report.

- A. When required, a critical areas report for a geologically hazardous area shall be prepared by an engineer or geologist licensed in the state of Washington, with experience analyzing geologic, hydrogeologic, and ground water flow systems, ~~and~~ who has experience in preparing reports for the relevant type of hazard.
- B. In addition to the requirements of ~~Section~~ 18.10.200, General Provisions, critical area reports required for geologically hazardous areas shall include the following additional information:
 - 1. On the site map:
 - a. All geologically hazardous areas within or adjacent to the project area or that have potential to be affected by the proposal;.
 - b. The top and toe of slope (**Note note:** these should be located and flagged in the field subject to ~~city staff~~ City's review);.
 - 2. In the report:
 - a. A geological description of the site;.
 - b. A discussion of any evidence of existing or historic instability, significant erosion, or seepage on the slope;.
 - c. A discussion of the depth of weathered or loosened soil on the site and the nature of the weathered and underlying basement soils;.
 - d. An estimate of load capacity, including surface and groundwater conditions, public and private sewage disposal system, fill and excavations, and all structural development;.
 - e. Recommendations for building limitations, structural foundations, and an estimate of foundation settlement;.
 - f. A complete discussion of the potential impacts of seismic activity on the site;.
 - g. Recommendations for the management of storm water for any development above the top of slope;.

- h. A description of the nature and extent of any colluviums or slope debris near the toe of slope in the vicinity of any proposed development; ~~and.~~
- i. Recommendations for appropriate building setbacks, grading restrictions, and vegetation management and erosion control for any proposed development in the vicinity of the geologically hazardous areas.

18.10.500 FLOOD HAZARD AREAS.

Subsections:

18.10.510 Purpose.

To protect public health, safety and welfare from harm caused by flooding and to maintain important hydrologic functions of aquatic habitats.

18.10.511 City-adopted flood hazard ordinance applies.

The city adopted flood hazard ordinance, WSMC Chapter 15.28, based on state model and relying on FEMA flood insurance rating maps, applies. This chapter shall apply to special flood hazard areas identified in the city. No flood insurance study for White Salmon has been prepared by the Federal Insurance Administration. The flood insurance map (FIRM) has not been revised or updated in recent history and must be used very cautiously. Because no base flood elevations are provided by the FIRM maps, [t]he city will require necessary technical assessment of local site specific information to determine extent of flood hazard area on specific parcels.

18.10.512 Floodplain Habitat Assessment.

- A. When development is proposed within the regulatory floodplain, a floodplain habitat assessment shall be prepared.**
- B. The floodplain habitat assessment shall address the effects of the development on federally listed salmon, including, but not limited to, the following:**
 - 1. Impervious surfaces;**
 - 2. Floodplain storage and conveyance;**
 - 3. Floodplain and riparian vegetation; and**
 - 4. Stormwater drainage.**
- C. If the floodplain habitat assessment concludes that the project is expected to have an adverse effect on listed species as evaluated under the guidance issued for ESA compliance under the National Flood Insurance Program in FEMA Region 10, the applicant shall mitigate those impacts. Such mitigation shall be consistent with, or in addition to, any mitigation required by critical area regulations in this chapter and shall be incorporated into the approved project plans.**
- D. Activities Exempt from Floodplain Habitat Assessment.**
 - A floodplain habitat assessment is not required under the following circumstances:**
 - 1. Projects that are undergoing or have undergone consultation with the National Marine Fisheries Service under the Endangered Species Act.**
 - 2. Repair or remodeling of an existing structure if the repair or remodeling is not a substantial improvement.**

Ordinance 2023-11-1152

Amending WSMC 18.10 Critical Areas and WSMC 19.10.040

Page 53 of 83

3. Expansion of an existing structure that is no greater than 10 percent beyond its existing footprint; provided that the repairs or remodeling is not a substantial improvement, or a repair of substantial damage. This measurement is counted cumulatively from September 22, 2011. If the structure is in the floodway, there shall be no change in the dimensions perpendicular to flow.
4. Activities with the sole purpose of creating, restoring, or enhancing natural functions provided the activities do not include structures, grading, fill, or impervious surfaces.
5. Development of open space and recreational facilities, such as parks and trails, that do not include structures, fill, impervious surfaces, or removal of more than five percent of the native vegetation on that portion of the property in the regulatory floodplain.
6. Repair to on-site septic systems provided the ground disturbance is the minimum necessary.
7. Other minor activities considered to have no effect on listed species, as interpreted using ESA guidance issued by the National Flood Insurance Program in Puget Sound and confirmed through city review of the development proposal.

18.10.612 Future designations.

If, in the future any CARAs are identified within the city based on development of additional public drinking water or other potable water sources, the city shall adopt standards and criteria based on best available science to protect the resulting critical areas.

18.10.700 - WETLAND CRITICAL AREAS.

Subsections:

18.10.710 - Purpose.

The purpose of the wetland critical areas provisions is to protect existing wetlands and maintain no net loss of their functions and values.

18.10.711 Designation.

~~Determination of wetland ratings will be based on the entire extent of wetlands, unrelated to property lines or ownership patterns. For the purpose of categorization, wetlands shall be designated according to the Washington State Wetland Rating System applicable to the White Salmon Area.~~

18.10.711– Identification and Rating.

- A. Wetlands shall be identified and delineated by a qualified wetland professional in accordance with WAC 173-22-035 and designated based on the definitions, methods and standards set forth in the currently approved Federal Wetland Delineation Manual and applicable regional supplements. Wetland delineations are valid for five years; after such period, the City shall determine whether a revision or an additional assessment is necessary.
- B. The determination of wetland ratings will be based on the entire extent of wetlands, unrelated to property lines or ownership patterns. For the purpose of ~~categorization~~ rating, wetlands shall be designated according to the *Washington State Wetland Rating System for Eastern Washington: 2014 Update or as amended, which is* applicable to the White Salmon area.

C. Illegal modifications. Wetland rating categories shall not change because of illegal modifications made by the property owner or with the property owner’s knowledge.

18.10.712 - Buffers.

A. Buffer Requirements.

1. Standard buffer widths.

- a. Wetland buffer tables have been established in accordance with best available science. Standard wetland buffer widths based on the category of wetland and the habitat score as determined by a qualified wetland professional using the Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology Publication [#14-06-030], or as revised) are shown in WSMC Table 18.10.713-1 below.**

WSMC Table 18.10.173-1. Standard Wetland Buffers

Wetland Category	Habitat Score 3-5 points	Habitat Score 6-7 points	Habitat Score 8-9 points	Buffer width based on special characteristics
Category I & II: Based on rating of functions (and not listed below)	75	110	225	NA
Category I & II: Forested	75	110	150	NA
Category I: Bogs, calcareous fens, and Wetlands of High Conservation Value	NA	NA	NA	190
Category I: Alkali	NA	NA	NA	150
Category II: Vernal pool	NA	NA	NA	150
Category III	60	110	150	NA
Category IV	40	40	40	NA

2. Conditions for use of Standard Buffer Widths.

- a. For wetlands that score 6 points or more for habitat function: the buffers in WSMC Table 18.10.713-1 can be used only if all of the following criteria are met:**
 - i. The measures in WSMC Table 18.10.713-2 are implemented, where applicable, to minimize the impacts of the adjacent land use; and**
 - ii. A relatively undisturbed, vegetated corridor at least 100 feet wide is protected between the wetland and:**
 - a) A legally protected, relatively undisturbed and vegetated area (e.g., Priority Habitats, compensatory mitigation sites, wildlife areas/refuges, national, county, and state parks where they have management plans with identified areas designated as Natural, Natural Forest, or Natural Area Preserve, or**
 - b) An area that is the site of a Watershed Project identified within, and fully consistent with, a Watershed Plan as defined by RCW 89-08-460, or**

- c) An area where development is prohibited according to the provisions of the local shoreline master program, or
- d) An area with equivalent habitat quality that has conservation status in perpetuity, in consultation with WDFW.
- iii. The corridor is permanently protected for the entire distance between the wetland and the shoreline or legally protected area by a conservation easement, deed restriction, or other legal means.
- iv. Presence or absence of the shoreline or Priority Habitat must be confirmed by a qualified biologist or shoreline Administrator.
- b. For wetlands that score 5 or fewer habitat points, only the measures in WSMC Table 18.10.713-2 are required for the use of the buffers in WSMC Table 18.10.713-1.
- c. If an applicant does not apply the mitigation measures in WSMC Table 18.10.713-2 or is unable to provide a protected corridor, then the buffers in WSMC Table 18.10.713-3 shall be used.
- d. The buffer widths in WSMC Tables 18.10.713-1 and WSMC 18.10.713-3 assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is un-vegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer must either be planted to create the appropriate native plant community or be widened to ensure that the buffer provides adequate functions to protect the wetland.

WSMC Table 18.10.713-2. Required Measures to Minimize Impact to Wetlands

<u>Example of disturbance</u>	<u>Activities and uses that cause disturbances</u>	<u>Examples of measures to minimize impacts</u>
<u>Lights</u>	<ul style="list-style-type: none"> • <u>Parking lots</u> • <u>Commercial/industrial</u> • <u>Residential</u> • <u>Recreation (e.g. athletic fields)</u> • <u>Agricultural buildings</u> 	<ul style="list-style-type: none"> • <u>Direct lights away from wetland</u> • <u>Only use lighting where necessary for public safety and keep lights off when not needed</u> • <u>Use motion-activated lights</u> • <u>Use full cut-off filters to cover light bulbs and direct light only where needed</u> • <u>Limit use of blue-white colored lights in favor of red-amber hues</u> • <u>Use lower-intensity LED lighting</u> • <u>Dim light to the lowest acceptable intensity</u>
<u>Noise</u>	<ul style="list-style-type: none"> • <u>Commercial</u> • <u>Industrial</u> • <u>Recreation (e.g. athletic fields, bleachers, etc.)</u> • <u>Residential</u> • <u>Agriculture</u> 	<ul style="list-style-type: none"> • <u>Locate activity that generates noise away from wetland</u> • <u>Construct a fence to reduce noise impacts on adjacent wetland and buffer</u> • <u>Plant a strip of dense shrub vegetation adjacent to wetland buffer</u>

<u>Example of disturbance</u>	<u>Activities and uses that cause disturbances</u>	<u>Examples of measures to minimize impacts</u>
<u>Toxic runoff</u>	<ul style="list-style-type: none"> • <u>Parking lots</u> • <u>Roads</u> • <u>Commercial/industrial</u> • <u>Residential areas</u> • <u>Application of agricultural pesticides</u> • <u>Landscaping</u> • <u>Agriculture</u> 	<ul style="list-style-type: none"> • <u>Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered</u> • <u>Establish covenants limiting use of pesticides within 150 feet of wetland</u> • <u>Apply integrated pest management</u> <p><u>(Note: these examples are not necessarily adequate for minimizing toxic runoff if threatened or endangered species are present at the site)</u></p>
<u>Stormwater runoff</u>	<ul style="list-style-type: none"> • <u>Parking lots</u> • <u>Roads</u> • <u>Residential areas</u> • <u>Commercial/industrial</u> • <u>Recreation</u> • <u>Landscaping/lawns</u> • <u>Other impermeable surfaces, compacted soil, etc.</u> 	<ul style="list-style-type: none"> • <u>Retrofit stormwater detention and treatment for roads and existing adjacent development</u> • <u>Prevent channelized flow from lawns that directly enters the buffer</u> • <u>Infiltrate or treat, detain, and disperse new runoff from impervious surfaces and lawns</u>
<u>Pets and human disturbance</u>	<ul style="list-style-type: none"> • <u>Residential areas</u> • <u>Recreation</u> 	<ul style="list-style-type: none"> • <u>Use privacy fencing</u> • <u>Plant dense vegetation to delineate buffer edge and to discourage disturbance</u> • <u>Place wetland and its buffer in a separate tract</u> • <u>Place signs around the wetland buffer every 50-200 ft., and for subdivisions place signs at the back of each residential lot</u> • <u>When platting new subdivisions, locate greenbelts, stormwater facilities, or other lower-intensity land uses adjacent to wetland buffers</u>
<u>Dust</u>	<ul style="list-style-type: none"> • <u>Tilled fields</u> • <u>Roads</u> 	<ul style="list-style-type: none"> • <u>Use best management practices to control dust</u>

WSMC Table 18.10.713-3. Increased Wetland Buffers if WSMC Table 18.36.330-2 is Not Implemented or Habitat Corridor Not Provided

<u>Wetland Category</u>	<u>Habitat Score 3-5 points</u>	<u>Habitat Score 6-7 points</u>	<u>Habitat Score 8-9 points</u>	<u>Buffer width based on special characteristics</u>
<u>Category I & II: Based on rating of functions (and not listed below)</u>	<u>100</u>	<u>150</u>	<u>200</u>	<u>NA</u>
<u>Category I & II: Forested</u>	<u>100</u>	<u>150</u>	<u>200</u>	<u>NA</u>
<u>Category I: Bogs, calcareous fens, and Wetlands of High Conservation Value</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>250</u>
<u>Category I: Alkali</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>200</u>
<u>Category II: Vernal pool</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>200</u>
<u>Category III</u>	<u>80</u>	<u>150</u>	<u>200</u>	<u>NA</u>
<u>Category IV</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>NA</u>

~~A. If the vegetation within the standard buffer width is inadequate to serve the purpose or functional value of the riparian area, then the buffer width shall be increased or the buffer shall be planted to maintain the standard width. Required standard wetland buffers, based on wetland category and land use intensity, are as follows:~~

1.	Category I		
	a.	Adjacent to High Intensity Uses	100 feet
	b.	Adjacent to Moderate Intensity Uses	75 feet
	c.	Adjacent to Low Intensity Uses	50 feet
2.	Category II		
	a.	Adjacent to High Intensity Uses	100 feet
	b.	Adjacent to Moderate Intensity Uses	75 feet
	c.	Adjacent to Low Intensity Uses	50 feet
3.	Category III		
	a.	Adjacent to High Intensity Uses	80 feet
	b.	Adjacent to Moderate Intensity Uses	60 feet
	c.	Adjacent to Low Intensity Uses	40 feet
4.	Category IV		

	a.	Adjacent to High Intensity Uses	50 feet
	b.	Adjacent to Medium Intensity Uses	40 feet
	c.	Adjacent to Low Intensity Uses	25 feet

TABLE 18.10: 4
Buffers Required to Protect Habitat Functions in Category I and II Wetlands

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
19 points or less	See Table 21.10.070-1	See Table 21.10.070-1	See Table 21.10.070-1
20	60 ft.	75 ft.	100 ft.
21	70	85	100
22	80	95	120
23	90	105	140
24	100	115	160
25	110	125	180
26	120	135	200
27	130	145	220
28	140	165	240
29	150	185	260
30	150	205	280
31 points or greater	150	225	300

TABLE 18.10: 5
Buffers Required to Protect Habitat Functions in Category III Wetlands

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
20 points or less	See Table 21.10.070-1	See Table 21.10.070-1	See Table 21.10.070-1
21	45 ft.	65 ft.	90 ft.
22	50	70	100
23	55	80	110
24	60	90	120
25	65	100	130
26	70	105	140
27 points or greater	75 ft.	110 ft.	150 ft.

TABLE 18.10: 6
Land Use Intensity Matrix¹

Parks and Recreation		Streets and Roads	Stormwater Facilities	Utilities	Commercial/Industrial	Residential ²
Low	Natural fields and grass areas,	NA	Outfalls, spreaders, constructed	Underground and overhead utility lines,	NA	NA

	viewing areas, split rail fencing		wetlands, bioswales, vegetated detention basins, overflows	manholes, power poles (without footings)		
Moderate	Impervious trails, engineered fields, fairways	Residential driveways and access roads	Wet ponds	Maintenance access roads	NA	Density less than 1 unit per acre
High	Greens, tees, structures, parking, lighting, concrete or gravel pads, security fencing	Public and private streets, security fencing, retaining walls	Maintenance access roads, retaining walls, vaults, infiltration basins, sedimentation fore bays and structures, security fencing	Paved or concrete surfaces, structures, facilities, pump stations, towers, vaults, security fencing, etc.	All site development	Density higher than 1 unit per acre

1 The planning official shall determine the intensity categories applicable to proposals should characteristics not be specifically listed in Table 21.10.070-4.

2 Measured as density averaged over a site, not individual lot sizes.

3. **Increased Wetland Buffer Width. Buffer widths shall be increased on a case by-case basis as determined by the Administrator when a wider buffer is necessary to protect wetland functions and values. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the wetland. The documentation shall include but not be limited to the following criteria:**
 - a. **The wetland is used by a state or federally listed plant or animal species. These species would be those listed under WAC 220-610-010, 50 CFR 17.11, 50 CFR 17.12, or other state or federal regulations.**
 - b. **The wetland has critical habitat; or a priority area for a priority species as defined by WDFW; or Wetlands of High Conservation Value as defined by the Washington Department of Natural Resources' Natural Heritage Program.**
 - c. **The adjacent land is susceptible to severe erosion, and erosion-control measures will not effectively prevent adverse wetland impacts.**
 - d. **The adjacent land has minimal vegetative cover.**
 - e. **The land has slopes greater than 30 percent.**
4. **Buffer averaging to improve wetland protection may be permitted when all the following conditions are met:**
 - a. **The wetland has significant differences in characteristics that affect its habitat functions, such as a wetland with a forested component adjacent to a degraded emergent component or a dual-rated wetland with a Category I area adjacent to a lower-rated area.**

- b. The buffer is increased adjacent to the higher-functioning area of habitat or more-sensitive portion of the wetland and decreased adjacent to the lower-functioning or less-sensitive portion as demonstrated by a critical area report from a qualified wetland professional.
 - c. The total area of the buffer after averaging is equal to the area required without averaging.
 - d. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater.
5. Averaging to allow reasonable use of a parcel may be permitted when all of the following are met:
- a. No feasible alternatives to the site design could be accomplished without buffer averaging.
 - b. The averaged buffer will not result in degradation of the wetland's functions and values as demonstrated by a critical area report from a qualified wetland professional.
 - c. The total buffer area after averaging is equal to the area required without averaging.
 - d. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater.
- B. Allowed Buffer Uses. The following uses may be allowed within a wetland buffer in accordance with the review procedures of this Chapter, provided they are not prohibited by any other applicable law, and they are conducted in a manner so as to minimize impacts to the buffer and adjacent wetland:
- 1. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife.
 - 2. Passive recreation facilities designed in accordance with an approved critical area report, including:
 - a. Walkways and trails, provided that they are limited to minor crossings having no adverse impact on water quality. They should be generally parallel to the perimeter of the wetland, located only in the outer twenty-five percent (25%) of the wetland buffer area, and located to avoid removal of significant, old growth, or mature trees. They should be limited to pervious surfaces no more than five (5) feet in width and designed for pedestrian use only. Raised boardwalks utilizing nontreated pilings may be acceptable.
 - b. Wildlife-viewing structures.
 - 3. Educational and scientific research activities.
 - 4. Normal and routine maintenance and repair of any existing public or private facilities within an existing right-of-way, provided that the maintenance or repair does not increase the footprint or use of the facility or right-of-way.
 - 5. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the wetland by changing existing topography, water conditions, or water sources.

6. Drilling for utilities/utility corridors under a buffer, with entrance/exit portals located completely outside of the wetland buffer boundary, provided that the drilling does not alter the ground water connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist are necessary to determine whether the ground water connection to the wetland or percolation of surface water down through the soil column would be disturbed.
 7. Enhancement of a wetland buffer through the removal of non-native, invasive plant species. Removal of invasive plant species shall be restricted to hand removal. All removed plant material shall be removed from the site and disposed of in accordance with all laws and regulations.
 - a. Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds should be handled and disposed of according to a noxious weed control plan appropriate to that species. Revegetation with appropriate native species at natural densities is allowed in conjunction with removal of invasive plant species.
 8. Repair and maintenance of legally established non-conforming uses or structures, provided they do not increase the degree of nonconformity
 9. Trails. Public and private trails may be allowed within all wetland buffers where it can be demonstrated in a critical areas report that the wetland and wetland buffer functions and values will not be degraded by trail construction or use. Trail planning, construction, and maintenance shall adhere to the following criteria:
 10. Trail alignment shall follow a path beyond a distance from the wetland edge equal to seventy-five percent of the buffer width except as needed to access viewing platforms. Trails may be placed on existing levees or railroad grades within these limits;
 11. Trails and associated viewing platforms shall be constructed of pervious materials, unless necessary for conformance to the Americans with Disabilities Act. The trail surface shall meet all other requirements, including water quality standards set forth in the Washington State Department of Ecology Stormwater Management Manual for Western Washington, August 2001 or as revised;
 12. Trail alignment shall avoid trees in excess of six inches in diameter of any tree trunk at a height of four and a half feet above the ground on the upslope side of the tree;
 13. Trail construction and maintenance shall follow the U.S. Forest Service Trails Management Handbook (FSH 2309.18, June 1987) and Standard Specifications for Construction of Trails (EM-7720-102, June 1984 or as revised);
 14. Access trails to viewing platforms within the wetland may be provided. Trail access and platforms shall be aligned and constructed to minimize disturbance to valuable functions of the wetland or its buffer and still provide enjoyment of the resource;
 15. Buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas; and
 16. Equestrian trails shall be located or measures provided to assure that runoff from the trail does not directly discharge to the wetland.
- C. Functionally Disconnected Buffer Area. Buffers may exclude areas that are functionally and effectively disconnected from the wetland by an existing public or private road or railway, as determined by the Administrator. Functionally and effectively disconnected means that the road or railway blocks the protective measures provided by a buffer. The Administrator shall evaluate whether the interruption will affect the entirety of the buffer. Where questions exist regarding whether a development functionally disconnects the buffer, or the extent of that

impact, the Administrator may require a critical area report to analyze and document the buffer functionality.

D. Any wetland created as compensation for approved wetland alteration shall have the standard buffer required for the new classification of the created wetland. Wetlands to be created shall be located such that the new associated wetland buffer does not cross onto adjacent property, unless the same property owner owns the adjacent property. Signs and Fencing.

1. Temporary markers. The outer perimeter of the wetland buffer and the clearing limits identified by an approved permit or authorization shall be marked in the field with temporary high-visibility fencing in such a way as to ensure that no unauthorized intrusion will occur. The marking is subject to inspection by the Administrator prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction and shall not be removed until permanent signs, if required, are in place.

2. Permanent signs. As a condition of any permit or authorization issued pursuant to this Chapter, the Administrator may require the applicant to install permanent signs along the boundary of a wetland or buffer.

a. Permanent signs shall be made of an enamel-coated metal face attached to a metal post or another non-treated material of equal durability. Signs shall be posted at an interval of one (1) every fifty (50) feet, or one (1) per lot if the lot is less than fifty (50) feet wide, and shall be maintained by the property owner in perpetuity. The signs shall be worded as follows or with alternative language approved by the Administrator:

Protected Wetland Area
Do Not Disturb
Contact City of White Salmon
Regarding Uses, Restrictions,
and Opportunities for Stewardship

b. The provisions of Subsection (a) may be modified as necessary to assure protection of sensitive features or wildlife.

3. Fencing

a. The applicant shall be required to install a permanent fence along the boundary of the wetland buffer when adjacent activities could degrade the wetland or its buffer. Examples include domestic animal grazing, unauthorized access by humans or pets, etc.

b. Fencing installed as part of a proposed activity or as required in this Subsection shall be designed so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the wetland and associated habitat.

E. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this Chapter, wetland buffers shall be retained in an undisturbed or enhanced condition. In the case of compensatory mitigation sites, removal of invasive, nonnative weeds is required for the duration of the mitigation bond (WSMC Section 18.10.717).

F. Overlapping Critical Areas Buffers. If buffers for two critical areas overlap (such as buffers for a stream and a wetland), the wider buffer applies.

~~B. Un-inventoried wetlands shall be assigned a rating based on the wetland report and field verification, and the appropriate buffer shall apply.~~

18.10.713 - General performance standards.

The requirements provided in this section supplement those identified in ~~WSMC Section~~ 18.10.200 General Provisions. Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided by this chapter.

18.10.714 - Permitted alterations Activities Allowed in Wetlands.

The following activities may only be permitted in a wetland ~~or wetland buffer~~ if the applicant can demonstrate that the activity will not degrade the functions and values of the wetland and other critical areas. The city ~~or its agent~~ may require the preparation of a critical area report to confirm compliance with the requirements of this chapter.

- A. Conservation or preservation activities that improve the function of the wetland.
- B. Modifications to existing structures where no further alteration or increase in footprint will occur.
- C. Existing and ongoing agricultural activities, provided they implement applicable Best Management Practices (BMPs) contained in the latest edition of the USDA Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or develop a farm conservation plan in coordination with Underwood Conservation District. BMPs and/or farm plans should address potential impacts to wetlands from livestock, nutrients, chemicals, soil erosion, sediment control, and agricultural drainage infrastructure. BMPs and/or farm plans should ensure that ongoing agricultural activities minimize their effects on wetlands, water quality, riparian ecology, salmonid populations, and wildlife habitat.
- D. Those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, WAC 222-12-030, where state law specifically exempts local authority, except those developments requiring local approval for a Class IV General Forest Practice Permit (conversions) as defined in Chapter 76.09 RCW and Chapter 222-12 WAC, provided conditions of that permit are met.
- E. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the wetland by changing existing topography, water conditions, or water sources.
- F. Drilling for utilities/utility corridors under a wetland, with entrance/exit portals located completely outside of the wetland buffer, provided that the drilling does not alter the ground water connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist are necessary to determine whether the ground water connection to the wetland or percolation of surface water down through the soil column will be altered. Trenching is not allowed by this provision.
- G. Enhancement of a wetland through the removal of non-native, invasive plant species. Removal shall be restricted to hand removal unless permits from the appropriate regulatory agencies have been obtained for approved biological or chemical treatments or mechanical methods. All removed plant material shall be taken away from the site and disposed of properly. Plants that are on the Washington State Noxious Weed Control Board list of noxious weeds should be handled and disposed of according to a noxious weed control plan appropriate to that species. Re-vegetation with appropriate native species to achieve natural densities is allowed and encouraged in conjunction with removal of invasive plants.
- H. Educational and scientific research activities that do not result in altering the structure or functions of the wetland.

- I. Normal and routine maintenance and repair of any existing, legally established public or private facilities within an existing right-of-way, provided that the maintenance or repair does not expand the footprint of the facility or right-of-way and has no adverse effect on the wetland or buffer.
- J. Stormwater management facilities. A wetland or its buffer can be physically or hydrologically altered to meet the requirements of a Low Impact Development (LID) methodology or Flow Control BMP if ALL of the following criteria are met: a. The wetland is classified as a Category IV or a Category III wetland with a habitat score of 3-5 points. b. There will be no net loss of functions and values of the wetland. c. The wetland does not contain a breeding population of any native amphibian species. d. The hydrologic functions of the wetland can be improved as outlined in questions 3, 4, and 5 of Chart 4 and questions 2, 3, and 4 of Chart 5 in Selecting Mitigation Sites Using a Watershed Approach, [Western Washington or Eastern Washington] (Ecology Publication [#09-06-032 or #10-06-007], or as revised); or the wetland is part of a restoration plan intended to achieve restoration goals identified in a shoreline master program or a local or regional watershed plan. The wetland lies in the natural routing of the runoff, and the discharge follows the natural routing. f. All regulations regarding stormwater and wetland management are followed, including but not limited to local and state wetland and stormwater codes, manuals, and permits. g. Modifications that alter the structure of a wetland or its soils will require permits. Existing functions and values that are lost will need to be compensated. Stormwater LID BMPs required as part of new and redevelopment projects may potentially be authorized within wetlands and their buffers. However, these areas may contain features that render LID BMPs infeasible. A site specific characterization is required to determine whether an LID BMP is feasible at the project site.
- ~~K. Trails. Public and private trails may be allowed within all wetland buffers where it can be demonstrated in a critical areas report that the wetland and wetland buffer functions and values will not be degraded by trail construction or use. Trail planning, construction, and maintenance shall adhere to the following criteria:~~
- ~~1. Trail alignment shall follow a path beyond a distance from the wetland edge equal to seventy five percent of the buffer width except as needed to access viewing platforms. Trails may be placed on existing levees or railroad grades within these limits;~~
 - ~~2. Trails and associated viewing platforms shall be constructed of pervious materials, unless necessary for conformance to the Americans with Disabilities Act. The trail surface shall meet all other requirements, including water quality standards set forth in the Washington State Department of Ecology Stormwater Management Manual for Western Washington, August 2001 or as revised;~~
 - ~~3. Trail alignment shall avoid trees in excess of six inches in diameter of any tree trunk at a height of four and a half feet above the ground on the upslope side of the tree;~~
 - ~~4. Trail construction and maintenance shall follow the U.S. Forest Service Trails Management Handbook (FSH 2309.18, June 1987) and Standard Specifications for Construction of Trails (EM-7720-102, June 1984 or as revised);~~
 - ~~5. Access trails to viewing platforms within the wetland may be provided. Trail access and platforms shall be aligned and constructed to minimize disturbance to valuable functions of the wetland or its buffer and still provide enjoyment of the resource;~~
 - ~~6. Buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas; and~~
 - ~~7. Equestrian trails shall be located or measures provided to assure that runoff from the trail does not directly discharge to the wetland.~~

~~L. Public Roads and Utilities. Footprint expansion of public roads and utilities may occur to maintain locally established levels of service, and to provide for and protect public safety when no lesser impacting option is feasible and the width of the corridor is minimized to the maximum extent possible. Public and private utility corridors, not covered by the exceptions section in this chapter, may be allowed within wetland buffers for Category II, III, and IV wetlands when no lesser impacting alternative alignment is feasible, and wetland and wetland buffer functions and values will not be degraded. Utilities, whenever possible, shall be constructed in existing, improved roads, drivable surface or shoulder, subject to compliance with road maintenance BMPs, or within an existing utility corridor. Otherwise, corridor alignment, construction, restoration and maintenance shall adhere to the following criteria:~~

- ~~1. Corridor alignment shall follow a path beyond a distance from the wetland edge equal to seventy-five percent of the buffer width, except when crossing a Category IV wetland and its buffer;~~
- ~~2. Corridor construction and maintenance shall maintain and protect the hydrologic and hydraulic functions of the wetland and the buffer;~~
- ~~3. Corridors shall be fully revegetated with appropriate native vegetation upon completion of construction; and~~
- ~~4. Utilities requiring maintenance roads shall be prohibited in wetland buffers unless the following criteria are met:

 - ~~a. There are no lesser impacting alternatives;~~
 - ~~b. Any required maintenance roads shall be no greater than fifteen feet wide. Roads shall closely approximate the location of the utility to minimize disturbances; and~~
 - ~~c. The maintenance road shall be constructed of pervious materials and designed to maintain and protect the hydrologic functions of the wetland and its buffer.~~~~

18.10.715 - Critical areas report/study.

~~In addition to the general requirements for critical areas reports provided under Section 18.10.200, General Provisions, wetland critical area reports shall include the following:~~

~~A. On the site map:~~

- ~~1. The edge of the wetland as flagged and surveyed in the field using the Washington State Wetland Identification and Delineation Manual, as required by RCW 36.70A.157;~~
- ~~2. The location of any proposed wetland area(s) to be created through mitigation measures; and~~
- ~~3. The location of any proposed wetland alteration or fill.~~

~~B. In the report:~~

- ~~1. Description of the wetland by classification per the Washington State Wetland Rating System for Western Washington (Ecology Publication #04-XX or as revised);~~
- ~~2. General condition of wetland;~~
- ~~3. Description of vegetation species and community types present in the wetland and surrounding buffer;~~

4. ~~Description of soil types within the wetland and the surrounding buffer using the USDA Soil Conservation Service soil classification system;~~
5. ~~Description of hydrologic regime and findings.~~

18.10.716-715 - Wetland mitigation requirements.

Before the City can authorize any impact to a wetland or its buffer, an applicant shall demonstrate that the mitigation sequence in WSMC 18.10.210 has been satisfied. No net loss of wetland functions and values shall occur as a result of the overall project. If a wetland alteration is allowed, then the associated impacts will be considered unavoidable. In addition to the requirements in WSMC 18.10.200 General Provisions, the following mitigation measures to minimize and reduce wetland impacts shall be required:

- A. Mitigation shall achieve equivalent or greater biological functions. Mitigation plans shall be consistent with Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans, Version 1 (Ecology Publication #06-06-011b, March 2006 or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Eastern Washington) (Ecology Publication #10-06-007, November 2010 or as revised).
- B. Preference of mitigation actions. Mitigation actions that require compensation shall occur in the following order of preference.
 1. **Wetland mitigation bank. Credits from a certified wetland mitigation bank located within the service area specified in the mitigation bank instrument may be used to compensate for impacts. Use of credits from a wetland mitigation bank certified under WAC 173-700 is allowed if:**
 - a. **The City determines that the use of credits would provide appropriate compensation for the proposed impacts.**
 - b. **The impact site is located in the service area of the bank.**
 - c. **The proposed use of credits is consistent with the terms and conditions of the certified mitigation bank instrument.**
 - d. **Replacement ratios for projects using bank credits is consistent with replacement ratios specified in the certified mitigation bank instrument.**
 2. **In-lieu fee mitigation. To help implement off-site mitigation, the City may develop an in-lieu fee program. This program shall be developed and approved through a public process and be consistent with federal rules, state policy regarding in-lieu fee mitigation, and state water quality regulations. An approved in-lieu-fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu program sponsor, a governmental or non-profit natural resource management entity. Credits from an approved in-lieu-fee program may be used when all of the following apply.**
 - a. **The City determines that it would provide environmentally appropriate compensation for the proposed impacts.**
 - b. **The proposed use of credits is consistent with the terms and conditions of the approved in-lieu-fee program instrument.**

- c. Projects using in-lieu-fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland professional using the credit assessment method specified in the approved instrument for the in-lieu-fee program.
 - d. The impacts are located within the service area specified in the approved in-lieu-fee instrument.
3. Permittee-responsible mitigation. In this situation, the permittee performs the mitigation after the permit is issued, and is ultimately responsible for the implementation and success of the mitigation. The following types of permittee responsible mitigation may be acceptable if they meet the requirements of this chapter:
- a. Restoring wetlands on upland sites that were formerly wetlands.
 - b. Creating wetlands on disturbed upland sites, such as those with vegetation cover consisting primarily of non-native introduced species. This should only be attempted when there is a consistent source of hydrology and it can be shown that the surface and subsurface hydrologic regime is conducive to the wetland community that is designed.
 - c. Enhancing significantly degraded wetlands in combination with restoration or creation. Enhancement alone will result in a loss of wetland acreage and is less effective at replacing the functions lost. Enhancement should be part of a mitigation package that includes replacing the altered area and meeting appropriate ratio requirements as presented in WSMC Table 18.10.700(5) below.
 - d. Preservation. Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, or repairing water control structures or fences. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres. Permanent protection of a Category I or II wetland and associated buffer at risk of degradation can be used only if:
 - i. The City determines that the proposed preservation is the best mitigation option.
 - ii. The proposed preservation site is under threat of undesirable ecological change due to permitted, planned, or likely actions that will not be adequately mitigated under existing regulations.
 - iii. The area proposed for preservation is of high quality or critical to the health of the watershed or basin due to its location. Some of the following features may be indicative of high-quality sites.
 - a) Category I or II wetland rating (using *Washington State Wetland Rating System for Eastern Washington*).
 - b) Rare or irreplaceable wetland type (for example, bogs, mature forested wetlands, estuarine wetlands) or aquatic habitat that is rare or a limited resource in the area.
 - c) The presence of habitat for priority or locally important wildlife species.
 - d) Provides biological and/or hydrological connectivity.
 - e) Priority sites in an adopted watershed plan.
 - iv. Permanent preservation of the wetland and buffer will be provided through a conservation easement or tract held by an appropriate natural land resource manager, such as a land trust.

- v. The approval authority may approve other legal and administrative mechanisms in lieu of a conservation easement or tract if it determines the mechanisms are adequate to protect the site.
- vi. Ratios for preservation in combination with other forms of mitigation generally range from 10:1 to 20:1, as determined on a case-by-case basis, depending on the quality of the wetlands being impacted and the quality of the wetlands being preserved. Ratios for preservation as the sole means of mitigation generally start at 20:1.

C. On-site and off-site mitigation. Unless otherwise approved, all wetland impacts shall be compensated for through restoration or creation of replacement wetlands that are in-kind, on-site, and of similar or better wetland category. Mitigation shall be timed prior to or concurrent with the approved alteration and shall have a high probability of success.

D. **Wetland mitigation ratios.** The following ratios shall apply to wetland mitigation **activities.**

WSMC TABLE 18.10.700(5) – Standard Wetland Mitigation Ratios

Wetland to be Replaced	Reestablishment or Creation	Rehabilitation	Reestablishment or Creation and Rehabilitation	Reestablishment or Creation and Enhancement	Enhancement
Category IV	1.5:1	3:1	1:1 R/C and 1:1 RH	1:1 R/C and 2:1 E	6:1
Category III	2:1	4:1	1:1 R/C and 2:1 RH	1:1 R/C and 4:1 E	8:1
Category II	3:1	6:1	1:1 R/C and 4:1 RH	1:1 R/C and 8:1 E	12:1
Category I, Forested	6:1	12:1	1:1 R/C and 10:1 RH	1:1 R/C and 20:1 E	24:1
Category I, Based on Score for Functions	4:1	8:1	1:1 R/C and 6:1 RH	1:1 R/C and 12:1 E	16:1
Category I, Natural Heritage Site	Not Considered Possible	6:1 Rehabilitate a Natural Heritage Site	N/A	NA	Case-by-Case

E. **Credit/debit method.** To more fully protect functions and values, and as an alternative to the mitigation ratios found in the joint guidance *Wetland Mitigation in Washington State Parts I and II* (Ecology Publication #06-06-011a-b), the administrator may allow mitigation based on the “credit/debit” method developed by Ecology in *Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Eastern Washington: Final Report* (Ecology Publication #11-06-015, August 2012, or as revised).

18.10.716 717– Fee-in-lieu mitigation.

For Category IV wetlands of one thousand square feet or less, mitigation may be accomplished by compensating for wetland loss through a fee-in-lieu based on a 1:1 ratio, where allowed by the shoreline regulations and the Corps of Engineers. Fee-in-lieu shall be based on the cost to replace the wetland at an offsite location, including land costs, wetland construction, and monitoring.

18.10.717 716 - Critical areas report/study.

When a project involves wetland and/or buffer impacts, a compensatory mitigation plan prepared by a qualified professional shall be required as part of the critical areas report. The critical areas report shall meet the general requirements for critical areas reports provided under WSMC 18.10.200 General Provisions, as well as the following.

A. The report shall include:

1. The name and contact information of the applicant; the name, qualifications, and contact information of the primary author(s) of the compensatory mitigation report; a description of the proposal; a summary of the impacts and proposed compensation concept; the identification of all the local, state, and/or federal wetland-related permit(s) required for the project; and a vicinity map for the project.
2. The wetland by classification per the Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology Publication #14-06-030 or as revised);
3. The general condition of the wetland, including:
 - a. The vegetation species and community types present in the wetland and surrounding buffer.
 - b. The soil types within the wetland and the surrounding buffer using the USDA-NRCS soil classification system.
 - c. The wetland's hydrologic regime and the report's findings.
4. How the project design has been modified to avoid, minimize, or reduce adverse impacts to wetlands.
5. Impacts in terms of acreage by Cowardin classification, hydrogeomorphic classification, and wetland rating.
6. The compensatory mitigation site, including its location and the rationale for its selection. Include an assessment of existing conditions: acreage (or square footage) of wetlands and uplands, water regime, sources of water, vegetation, soils, landscape position, surrounding land uses, and functions.
7. The proposed actions for compensation of wetland and upland areas affected by the project. Include the overall goals of the proposed mitigation, including a description of the targeted functions, hydrogeomorphic classification, and categories of wetlands.
8. The proposed mitigation construction activities and their timing.
9. Performance standards (measurable standards for years post-installation) for upland and wetland communities, a monitoring schedule, and a maintenance schedule and actions proposed by year.
10. Ongoing management practices that will protect wetlands after the development project has been implemented, including proposed monitoring and maintenance programs (for remaining wetlands and compensatory mitigation wetlands).
11. A bond estimate for the entire compensatory mitigation project, including the following elements: site preparation, plant materials, construction materials, installation oversight, maintenance twice per year for up to five years, annual monitoring fieldwork and reporting, and contingency actions for a maximum of the total required number of years for monitoring.

12. Proof of establishment of Notice on Title for the wetlands and buffers on the project site, including the compensatory mitigation areas.

B. The site map shall include:

1. **The edge of the wetland as flagged and surveyed in the field using the *Corps of Engineers Wetland Delineation Manual (1987)* and the regional supplement for the arid west (2008 or as amended), as required by WAC 173-22-035.**
2. **The location of any proposed wetland alteration or fill.**
3. **The location of any proposed wetland area(s) to be created or enhanced through mitigation measures.**
4. **Edges of the existing wetland and buffers, proposed areas of wetland and/or buffer impacts, and location of proposed wetland and/or buffer compensation actions.**
5. **Existing and proposed topography at 5-foot contour intervals, if any grading activity is proposed to create the compensation area(s).**
6. **Conditions expected from the proposed actions on site, including vegetation community types by dominant species (wetland and upland) and future water regimes.**
7. **Required wetland buffers for existing wetlands and proposed compensation areas. Also, an identification of any zones where buffers are proposed to be reduced or enlarged outside of the standards identified in this chapter.**
8. **A planting plan for the compensation area, including all species by proposed community type and water regime, size and type of plant material to be installed, spacing of plants, typical clustering patterns, total number of each species by community type, and the timing of their installation.**

18.10.800 - DEFINITIONS.

1. **Adjacent:** Immediately adjoining **the site** (in contact with ~~the its~~ boundary ~~of the influence area~~) or ~~within at~~ a distance less than that needed to separate activities from critical areas to ensure protection of the functions and values of the critical areas. Adjacent shall mean any activity or development located:
 - a. On **a** site immediately adjoining a critical area; or
 - b. **At a** distance equal to or less than the required **width of the** critical area buffer width and building setback.
2. **Agricultural Activities, Existing and Ongoing – Those activities conducted on lands defined RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not limited to, operation, maintenance and conservation measures of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance, or repair of existing serviceable structures, facilities, or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area in which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for more than five years, unless the idle land is registered in a federal or state soils conservation program.**
3. **Alteration:** Any human-induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to: grading, filling, dredging, channelizing, clearing (vegetation), applying pesticides, discharging waste, ~~construction constructing, compaction~~

compacting, excavation excavating, modifying for ~~storm water~~ **storm water** management, relocating, or other activities that change the existing landform, vegetation, hydrology, wildlife, or habitat value of **a critical areas area or its buffer**.

4. **Anadromous Fish:** Fish **(of fish such as salmon) that spawn in fresh water migrating up rivers from the sea to spawn and mature in the marine environment.**
5. **Applicant:** A person who files an application for a permit under this chapter and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.
6. **Aquifer Recharge Area:** An area that, ~~due to~~ **because of** the presence of certain soils, geology, and surface water, acts to recharge ground water by percolation.
7. **Best Available Science (BAS):** Current scientific information **that is** used in the process of **designate designating, protecting, or restore restoring** critical areas **and** that is derived from a valid scientific process as defined by **Washington Administrative Code (WAC 365-195-900 through WAC 365-195-925.**
8. **Best Management Practices:** Conservation practices or systems of practice and management measures that:
 - a. Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment.
 - b. Minimize adverse impacts to surface water and ground water flow, circulation patterns, and the chemical, physical, and biological characteristics of wetlands.
 - c. Protect trees and vegetation designated to be retained during and following site construction.
 - d. Provides standards for proper use of chemical herbicides within critical areas.
9. **Buffer:** The zone contiguous with a critical area that is required for the continued maintenance, function, and structural stability of the critical area.
10. **Building Setback Line (BSBL):** A line beyond which the foundation of a structure shall not extend.
11. **City:** The ~~city~~ **City** of White Salmon, or the ~~city~~ **City** designee or authorized agent.
12. **Clearing:** The removal of vegetation by any means, **including and includes** cutting **and/or** grubbing vegetation.
13. **Code of Federal Regulations (CFR):** **The Code of Federal Regulations is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.**
14. **Creation:** **The manipulation of physical, chemical, or biological characteristics to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Creation results in a gain in wetland acreage and function. A typical action is the excavation of upland soils to elevations that will produce a wetland hydroperiod and hydric soils, and support the growth of hydrophytic plant species.**
15. **Critical Aquifer Recharge Area (CARA):** Areas ~~designated by WAC 365-190-080(2) that are determined to have with a~~ critical recharging effect on aquifers used for potable water, ~~as defined by WAC 365-190-030(2).~~ **including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water, or is susceptible to reduced recharge.**
16. **Critical Areas:** Any of the following areas or ecosystems: wetlands, critical aquifer recharge areas, ~~streams~~, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically

hazardous areas, as defined in RCW 36.70A and this Chapter, ~~as defined by the Growth Management Act (RCW 36.70A.170).~~

17. **Critical Facilities:** These include, but are not limited to, schools; nursing homes; hospitals; police, fire and emergency response installations; public and private utilities and infrastructure that are vital to maintaining or restoring normal services to areas damaged by hazard events; and installations that produce, use, or store hazardous materials or hazardous waste.
18. **Development:** A land use consisting of the construction or exterior alteration of structures; grading, dredging, drilling, or dumping; filling; removal of sand, gravel, or minerals; bulk heading; driving of pilings; or any project of a temporary or permanent nature which modifies structures, land, or shorelines and which does not fall within the allowable exemptions contained in the City code.
19. **Enhancement:** The manipulation of the physical, chemical, or biological characteristics of a wetland to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Examples are planting vegetation, controlling non-native or invasive species, and modifying site elevations to alter hydroperiods.
20. **Erosion:** The process by which soil particles are mobilized and transported by natural agents such as wind, rain, frost action, or stream flow.
21. **Erosion Hazard Area:** ~~Those areas that, because of natural characteristics, including vegetative cover, soil texture, slope gradient, and rainfall patterns, or human-induced changes to such characteristics, are vulnerable to erosion.~~ containing soils which, according to the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS) Soil Survey Program, may experience significant erosion. Erosion hazard areas also include channel migration zones.
22. **FEMA:** Federal Emergency Management Agency. The agency that oversees the administration of the National Flood Insurance Program (44 CFR).
23. **Fish and Wildlife Habitat Conservation Areas:** Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors, and areas with high relative population density and species richness. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company. ~~necessary for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created as designated by WAC 365-190-080(5). These areas include:~~
 - a. ~~Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;~~
 - b. ~~Habitats of local importance, including, but not limited to, areas designated as priority habitat by the department of fish and wildlife;~~
 - c. ~~Naturally occurring ponds under twenty acres and their submerged aquatic beds that provide fish and wildlife habitat;~~

- d. ~~Waters of the state, including lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface water and watercourses within the jurisdiction of the state of Washington;~~
- e. ~~Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;~~
- f. ~~State natural area preserves and natural resources conservation areas; and~~
- g. ~~Land essential for preserving connections between habitat blocks and open spaces.~~
24. **Flood Insurance Rate Map (FIRM):** The official map on which the Federal Insurance and Mitigation Administration has delineated ~~many~~ areas of flood hazard, floodways, and the risk premium zones (CFR 44 Part 59).
25. **Flood Insurance Study:** The official report provided by the Federal Insurance Administration that includes ~~the~~ flood profiles and the FIRM (CFR 44 Part 59).
26. **Functions and Values:** The beneficial roles served by critical areas, including, but not limited to, water quality protection and enhancement, fish and wildlife habitat, food chain support, flood storage, conveyance and attenuation, ground water recharge and discharge, erosion control, and recreational enjoyment, and other values.
27. **Frequently Flooded Areas: Lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year. These areas include, but are not limited to, streams, rivers, and lakes.**
28. **Geologically Hazardous Areas:** Areas that, because of their susceptibility to erosion, sliding, earthquake seismic activity, or other geological events (as designated by WAC 365-190-~~080~~ 120(3)), ~~are may not be~~ suited to the siting of commercial, residential, or industrial development on account of public health or safety concerns. development consistent with public health, safety or environmental standards. ~~Types of geologically hazardous areas include erosion, landslide, seismic, volcanic hazards, and mine.~~
29. **Grading:** Any excavation, clearing, filling, leveling, or contouring of the ground surface by human or mechanical means.
30. **Hazard Areas:** Areas designated as frequently flooded or geologically hazardous areas due to because of their potential for erosion, landslide, seismic activity, mine collapse, or other geologically hazardous conditions, including steep slopes.
31. **Homeowners' Association: Homeowners' An** association created and managed pursuant to RCW Chapter 64.38 and this ~~chapter~~ Chapter. The landowner shall establish a Washington nonprofit corporation for the homeowners' association. Articles and bylaws of the homeowners' association shall be prepared in a form acceptable to the City Attorney; ~~and shall~~ be recorded with the County Auditor, and shall be binding on all heirs, successors, and transferees of the landowner, guaranteeing the following:
- The continued use of such land consistent with critical areas permit approvals ~~the CAO approval.~~
 - ~~Availability~~ The availability of funds required for such maintenance; ~~and~~
 - Adequate insurance protection of community facilities.
32. **Impervious Surface Area: Means any Any** non-vertical surface artificially covered or hardened ~~so~~ as to prevent or impede the percolation of water into the soil mantle, including, but not limited to, roof tops, swimming pools, and paved or graveled roads and walkways or parking areas, and excluding landscaping and surface water retention/detention facilities.

33. **In-Lieu Fee Program: An agreement between a regulatory agency (state, federal, or local) and a single sponsor, generally a public natural resource agency or nonprofit organization. Under an in-lieu-fee agreement, the mitigation sponsor collects funds from an individual(s) who must conduct the compensatory mitigation required under a wetland regulatory program. The sponsor may use the funds pooled from multiple permittees to create one or more sites under the authority of the agreement in order to satisfy the requirements for mitigation that apply to the permittees' action.**
34. **Infiltration: The downward entry of water into the immediate surface of the soil.**
35. **Isolated Wetland: A wetland that is hydrologically isolated from other aquatic resources, as determined by the U.S. Army Corps of Engineers (USACE). Isolated wetlands may perform important functions and are protected by state law (RCW 90.48) whether or not they are protected by federal law.**
36. **Lake: An area permanently inundated by water in excess of 6.5 feet (two 2 meters) deep and greater than twenty 20 acres in size measured at the ordinary high water mark (OHWM).**
37. **Landscaping: Any combination of living plants, such as trees, shrubs, vines, ground covers, flowers, or grass; natural or imported features, such as rock, stone, bark chips, or shavings; and structural features, including, but not limited to, fountains, reflecting pools, outdoor artwork, screen walls, fences, or benches that have been installed for the primary purpose of beautifying a development or property. Landscaping does not include plantings installed as mitigation for impacts to critical areas and/or critical area buffers.**
38. **Landslide: Episodic down slope movement of a mass of soil or rock that includes, but is not limited to, rock falls, slumps, mudflows, and earth flows.**
39. **Landslide Hazard Areas: Areas that are potentially subject to at risk of mass movement due to a combination of geologic, topographic, and hydrologic factors, including. These areas include:**
- a. **Areas of historic failures, such as:**
 - i. **Those areas delineated by the USDA-NRCS as having a significant limitation for building site development.**
 - ii. **Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey (USGS) or the Washington Department of Natural Resources (WDNR).**
 - b. **Areas with all three of the following characteristics:**
 - i. **Slopes steeper than 15 percent.**
 - ii. **Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock.**
 - iii. **Springs or ground water seepage.**
 - c. **Areas that have shown movement during the Holocene epoch (from 10,000 years ago to present) or are underlain or covered by mass wastage of debris of this epoch.**
 - d. **Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials.**
 - e. **Slopes having gradients steeper than 80 percent subject to rockfall during seismic shaking.**
 - f. **Areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action, including stream channel migration zones.**
 - g. **Areas that show evidence of, or are at risk from, snow avalanches.**

- h. Areas located in a canyon or on an active alluvial fan, currently or potentially subject to inundation by debris flows or catastrophic flooding.
 - i. Any area with a slope of 40 percent or steeper and with a vertical relief of 10 or more feet, except areas composed of bedrock.
 - j. A slope delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief.
40. **Low Impact Equipment: Hand tools and low impact machinery include chainsaws or hand-held, gas-powered, and electric equipment and machinery designed to be surface-friendly to minimize or eliminate turf damage and soil compaction.**
41. **Minor Utility Project:** The placement of a utility pole, street sign, anchor, vault, or other small component of a utility facility, where the disturbance of an area is less than ~~seventy-five~~ 75 square feet.
42. **Mitigation:** The process of minimizing or compensating for adverse environmental impact(s) ~~of a proposal~~ on a critical area. The type(s) of mitigation required shall be considered and implemented, where feasible, in the following sequential order of preference:
- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
 - b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation;
 - c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
 - d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
 - e. Compensating for the impact by replacing or providing substitute resources or environments; or
 - f. Monitoring the impact and taking appropriate measures to achieve the identified goal.
43. **Monitoring:** The collection of data by various methods for the purpose of understanding natural systems and features, evaluating the impact of development proposals on such systems, and/or assessing the performance of mitigation measures imposed as conditions of development.
44. **Native Vegetation:** Plant species or communities indigenous to the region, including extirpated species.
45. ~~Native Growth Protection Easement (NGPE): An easement granted to the city of White Salmon for the protection of native vegetation within a critical area or its associated buffer.~~
46. **Ordinary High Water Mark (OHWM): That mark which is found by examining the bed and banks of water bodies and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, that the soil has a character distinct from that of the abutting upland in respect to vegetation.**
47. **Practical Alternative:** An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having less impact to critical areas.
48. **Preservation: The removal of a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This term includes the purchase of land or easements, repairing water-control structures or fences, or structural protection. Preservation does not result in a gain of wetland acres but may result in a gain in functions over the long term.**
49. **Priority Habitat:** Habitat types or elements with unique or significant value to one or more species as classified by the Washington Department of Fish and Wildlife ~~state department of fish and wildlife~~.

Ordinance 2023-11-1152

Amending WSMC 18.10 Critical Areas and WSMC 19.10.040

Page 76 of 83

50. **Qualified Professional:** A person with experience and training in the pertinent scientific discipline, and who ~~is a qualified expert with~~ has expertise appropriate ~~for to~~ the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a BS or BA or equivalent degree in biology, engineering, environmental sciences, fisheries, geomorphology, or a related field, and possess two years of related work experience.
- a. A qualified professional for habitats ~~or wetlands~~ must have a degree in biology or a related environmental science and professional experience related to the subject.
 - b. A qualified professional for wetlands should be a professional wetland scientist with at least two years of full-time experience as a wetlands professional, including delineating wetlands using the federal manual and supplements, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans.
 - c. A qualified professional for ~~a~~-geological hazards must be a professional engineer or geologist, licensed in the state of Washington.
 - d. A qualified professional for critical aquifer recharge areas must be a hydrologist, geologist, engineer, or other scientist with experience in preparing hydrological assessments.
51. **Reasonable Use:** A legal concept articulated by federal and state courts in regulatory taking cases.
52. **Repair or Maintenance:** An activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.
53. **Restoration:** Measures taken to restore an altered or damaged natural feature, including:
54. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration.
55. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.
56. **Riparian Habitat:** Areas adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contain elements of both aquatic and terrestrial ecosystems that mutually influence each other.
57. **Salmonid:** A member of the fish family Salmonidae, including but not limited to, ~~chinook~~ **Chinook**, coho, chum, sockeye, and pink salmon; cutthroat, brook, brown, rainbow, and steelhead trout; kokanee; and native char (bull trout and Dolly Varden).
58. **Seismic Hazard Areas:** Areas [s] that are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, ~~or~~ soil liquefaction, or surface faulting.
59. **Species:**
- a. Threatened and Endangered - Those native species that are listed in rule by ~~the the state department of fish and wildlife WDFW~~ pursuant to RCW 77.12.070 as threatened (WAC 232-12-011) or endangered (WAC 232-12-014), or that are listed as threatened and endangered under the federal Endangered Species Act (ESA) (16 U.S.C. 1533).
 - b. Sensitive - Vulnerable or declining native species that, ~~are likely threatened or endangered in a significant portion of their ranges within the state~~ without cooperative management or the removal of the threats, are likely threatened or endangered in a significant portion of their ranges within the state.
 - c. Local Importance - those species that are of local concern due to their population status or their sensitivity to habitat alteration or that are game species. Species and habitats of local

~~importance may be designated, and protected subject to the following process for the designation, nomination and protection of species of local importance.~~

~~(1) — The designation, nomination, and protection strategies shall be based on best available science.~~

~~(a) — Designation criteria.~~

~~(b) — Designation of species of local importance must be based on both the following:~~

~~(i1) — Protection of the native species and its primary association area through existing policies, laws, regulations, or non-regulatory tools is not adequate to prevent degradation of the species in the city; and~~

~~(ii2) — The primary association area nominated to protect a particular species is high quality native habitat or has a high potential to be high quality habitat, or provides landscape connectivity which contributes to the designated species' preservation.~~

~~(2) — Designation of species of local importance must also be based on one or more of the following circumstances.:~~

~~(a) — Local populations of a native species are in danger of extirpation based on existing trends.;~~

~~(b) — Local populations of a native species are likely to become threatened or endangered under state or federal law.;~~

~~(c) — Local populations of a native species are vulnerable or declining.;~~

~~(d) — The native species has recreational, commercial, or tribal significance.;~~ or

~~(e) — Long term persistence of a native species is dependent on the protection, maintenance, and/or restoration of the nominated primary association area.~~

~~Petition Contents. The petition to nominate a species of local importance shall contain all the following.:~~

~~(a) — A map showing the nominated primary association area location(s).;~~

~~(b) — An environmental checklist, in conformance with SCC 30.61.100;~~

~~(c) — A written statement that:~~

~~(i1) — Identifies which designation criteria form the basis of the nomination.;~~

~~(ii2) — Includes supporting evidence that designation criteria are met.;~~ and

~~(iii3) — Indicates what specific habitat feature(s) or plant communities are to be protected (e.g., nest sites, breeding areas, and nurseries).;~~

~~(d) — Recommended management strategies for the species, supported by the best available science.;~~ and

~~(e) — An economic analysis identifying the cost of implementing a mitigation or protection plan and the financial impact of the requested designation on affected properties or local governments.~~

~~(4) — Approval Process.~~

~~(a) — Timing. Nominations for species of local importance will be considered by the council no more than once per year. The city will accept proposals for amendments at any time; however, proposals received after July 31st of each year will be processed in the next annual review cycle.~~

~~(b) — Process. The city may include a species of local importance for protection pursuant to this section through adoption of legislation by the council. The council considers whether to adopt a motion to list a species of local importance through the following process.:~~

~~(i1) — Any person may nominate species for designation by submitting a petition meeting the requirements of this subsection and subject to payment of fees as may be established by the city.;~~

~~(ii2) — The city shall complete a SEPA threshold determination and provide notice of the petition as required for SEPA threshold determinations associated with a project permit.;~~

~~(iii3) — The city shall review the submittal of the petitioner, and coordinate and assemble all available comments of the public, other city departments, and other agencies. Based on the available record, and any other information that may be available, the city shall provide a staff report and recommendation to the council concerning whether the petition meets the requirements for approval.;~~

~~(iv4) — The city shall submit to the executive a staff report containing the staff recommendation, all relevant SEPA documents, and a proposed motion which provides for disposition of the petition.;~~

~~(v5) — Upon delivery of the staff report to the council, the proposed motion will be duly considered.~~

~~(c) — Cost of Environmental Studies. Any person submitting a petition to nominate a species of local importance shall pay the cost of environmental review and studies necessary under SEPA. The person may, at his or her own expense and to the extent determined appropriate by the responsible official, provide additional studies or other information.~~

~~(5) — Establishment of Specific Rules for Protection. Within one hundred twenty days of an action by the council, the city shall develop an administrative rule pursuant to Title 19 addressing protection of the species of local importance in compliance with this section.~~

~~(6) — The city may establish additional administrative procedures and fees necessary to administer this section.~~

60. **Steep Slopes:** Those slopes ~~forty~~ **40** percent or steeper within a vertical elevation change of at least ~~ten~~ **10** feet. A slope is defined by establishing its toe and top and is measured by averaging the inclination over at least ~~ten~~ **10** feet of vertical relief.

61. **Stream:** Any portion of a watercourse, either perennial or intermittent, where the surface water flow is sufficient to produce a defined channel or bed. Streams also include natural watercourses modified by humans. Streams do not include irrigation ditches, canals, stormwater run-off facilities, or other entirely artificial watercourses.

62. **Unavoidable Impacts:** Adverse impacts that remain after all appropriate and practicable avoidance and minimization have been achieved.

63. **Utility:** A service and/or facility that produces, transmits, carries, stores, processes, or disposes of electrical power, gas, potable water, stormwater, communications (including, but not limited to, telephone and cable), sewage, oil, and the like.

64. **Vegetation:** Plant life growing below, at, and above the soil surface.

65. **Volcanic Hazard Areas: Areas subject to pyroclastic flows, lava flows, and inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.**

66. **Water Typing System:** The system used to classify fresh water surface water systems. ~~Current regulations establish "interim" water typing (1-5) until fish habitat water type maps are available for permanent water typing~~ (S, F, Np, Ns) (WAC 222-16-~~031~~ **030**).

67. Waters of the State: RCW 90.48.020 defines these, and they include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and water courses in Washington.

- a. **Wetland or Wetlands:** ~~As defined by RCW 36.70 or as hereafter amended, those Areas~~ that are inundated or saturated by ~~ground or~~ surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation **typically** adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, **irrigation and drainage ditches, grass-lined** swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway.
- b. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate conversion of wetlands.

68. Wetlands Rating System: Wetlands shall be rated according to the Washington State Wetland Rating System for ~~Western Eastern~~ Washington, Department of Ecology, Publication #~~93-74~~ **14-06-030**, or as revised.

EXHIBIT A

~~CRITICAL AREAS: MAPS AVAILABLE TO ASSIST WITH CRITICAL AREA IDENTIFICATION~~

Source	MAP NAME/TYPE
Department of Ecology	NATIONAL WETLANDS INVENTORY NWI MAP - available online
Federal Emergency Management Agency	FLOOD INSURANCE RATE MAPS - available online
Department of Natural Resources	GENERAL GEOHAZARD MAPPING - STEEP SLOPES
	STREAM CLASSIFICATION - INTERACTIVE MAPPING - available online
	RARE PLANT MAP - BY GRID BLOCK
Washington Department of Fish and Wildlife	PRIORITY HABITAT AND SPECIES MAP - available online
City of White Salmon	CRITICAL AQUIFER RECHARGE AREAS

Note: City has a more complete listing of map locations and key contacts available for review.

SECTION 2. Amendment to Title 19, Chapters 19.10.040, The City hereby repeals WSMC Title 19 Chapter 19.10.040 and adopts the following to be codified as WSMC Title 19 Chapters 19.10.040:

Key: **Bold Underlined** = added language
~~Bold Strikethrough~~ = deleted language

19.10.040 - Project permit application framework.

Table 1 – Permits/Decisions

Type I-A	Type I-B	Type II	Type III	Type IV	Type V
Building permits	Site and building plan review (1)	Site and building plan review (2)	Site and building plan review (3)	Final plat	Development regulations
Short plat (simple)	Boundary line adjustment	Short plat	Preliminary PUD	Final PUD	Zoning text and map amendments
Grading permits	Conditional use (simple)	Conditional use	Site specific rezone		Comprehensive plan text and map amendments
Manufactured home placement permit	<u>Reasonable Use Variances (WSMC 18.10.125(C)) (7)</u>	Zoning variances	Preliminary plat for full subdivision		Shoreline Master Program amendments
Permitted uses not requiring notice of application			Shoreline permits: substantial development, conditional use, or variances		Annexations

Table 2—Action Type

Procedure Project Permit Applications (Type I — IV)						Legislative
	Type I-A	Type I-B	Type II	Type III	Type IV	Type V
Notice of application:	No	Yes	Yes	Yes	Yes	Yes
Recommendation made by: commission	N/A	N/A	Administrator	Planning commission	Administrator	Planning
Final decision made by:	Administrator	Administrator	Planning commission (2)	City council	City council	City council

Open record public hearing	No	No	Yes	Yes (3)	No	Yes (4)
Administrative appeal	Yes (5)	Yes (6), closed record before planning commission	Yes (6), closed record before city council	N/A	N/A	N/A
Judicial appeal	Yes	No	No	Yes	Yes	Yes

- (1) The administrator makes the final decision on some site and building plan review applications considering the degree of discretion to be employed. Implementation of clear and objective standards and review of site plans for uses already approved for land use permits will typically be subject to Type I-B review while site plans addressing more subjective concerns and criteria will follow Type II procedure.
- (2) The administrator may make the final decision on some applications, as specified in Chapter 17.81.
- (3) Open record hearings will be held before the planning commission to make recommendations to city council.
- (4) Open record hearings will be held both before planning commission to make recommendations to city council, and before city council for final decision.
- (5) Appeal provisions specified in Section 19.10.290 Appeal of administrative interpretations and approvals.
- (6) The planning commission will hear appeals of staff decisions; the city council will hear appeals of planning commission decisions. Both appeals are closed record hearings.
- (7) The Hearings Examiner shall hear any appeal (WSMC 19.10.210) in lieu of planning commission.**

Summary of Decision Making:

Type I-A — Administrative without notice; administrative appeal by applicant only.

Type I-B — Administrative without notice; administrative appeal by the applicant only; appealable to the planning commission, **except as otherwise provided.**

Type II — Planning commission review. Notice and open record hearing before the planning commission. Planning commission makes the final decision subject to a right of appeal.

Type III — Planning commission makes a recommendation to city council. City council makes the final decision. Notice and public hearings will be held both before the planning commission to make recommendations to city council, and before city council for final decision.

Type IV — Notice and decision by city council during regular council meeting.

Type V — Notice and public hearing before planning commission, with planning commission recommendation to city council. City council also provides notice and public hearing before making final legislative decision.

SECTION 3. 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 4. 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 5. 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 by the council and approved by the Mayor on this 20th day of December, 2023.

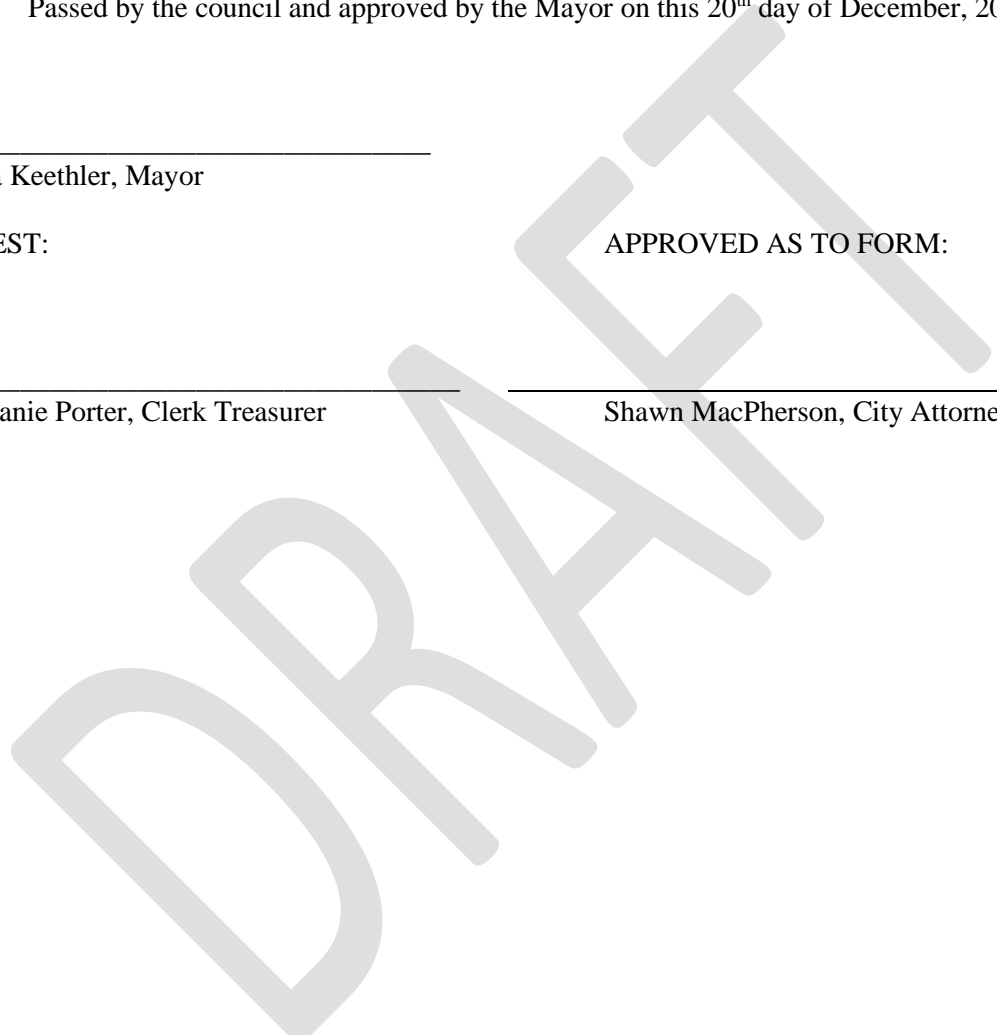
Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney



File Attachments for Item:

F. Ordinance 2023-11-1153 Creating WSMC 18.40 Heritage Tree

1. Presentation

2. Discussion

3. Action

CITY OF WHITE SALMON**ORDINANCE NO. 2023-11-1153****AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, CREATING
CHAPTER 18.40 SPECIAL PROVISIONS HERITAGE TREES, INCLUDING SEVERABILITY
AND AN EFFECTIVE DATE**

WHEREAS, the City of White Salmon (“City”) acknowledges the need to update its critical areas ordinance (CAO, WSMC 18.10) to better reflect Best Available Science, the needs of staff for more appropriate administration and generally update regulations in accordance with RCW 36.70A; and

WHEREAS, the City recognizes the benefits of conserving natural habitat, improving water quality, and continuing to avoid, minimize and mitigate for impacts toward frequently flooded areas, streams, wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas and their buffers; and

WHEREAS, the City last updated its CAO in 2012 and must do so to remain in compliance with State requirements to continue to receive state grants; and

WHEREAS, the City locally approved similar changes to its Shoreline Master Program (yet to be approved by Department of Ecology), so this update matches many of the same code requirements for critical areas within shoreline jurisdiction; and

WHEREAS, the City recognizes a separate effort is needed to make substantive edits to the City’s Heritage Tree Ordinance at a later date; and

WHEREAS, the City will copy much of the existing Heritage Tree Ordinance regulations from WSMC 18.10.317 to WSMC 18.40 – Heritage Trees as a placeholder, administering these regulations until a future ordinance has gone through the public process; and

WHEREAS, the Planning Commission heard a brief introduction regarding the CAO update on its August 23, 2023 meeting; and

WHEREAS, in accordance with Chapter 43.21C RCW and WAC 197-11, a Determination of Non-Significance (“DNS”) was issued with a comment period which expired on September 13th, 2023, and an appeal period which expired on September 13th, 2023. No appeals were filed; and

WHEREAS, between August 30th, 2023, and September 29th, 2023, the City provided a public comment period; and

WHEREAS, on September 13th, 2023, a public hearing with the Planning Commission occurred to hear public testimony; and

WHEREAS, the 60-day adoption notice was sent on October 6th, 2023, to the Washington State Department of Commerce informing the proposed change in development regulations; and

WHEREAS, on October 25th, 2023, this Critical Areas Ordinance received Planning Commission recommendation; and

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 18, creating chapters 18.40:

SECTION 1. Amendment to Title 18, Creating Chapter 18.40, The City hereby repeals WSMC 18.40 and adopts the following to be codified as WSMC 18.40 Special Provisions – Heritage Trees:

Key: **Bold Underlined** = added language
~~**Bold Strikethrough**~~ = deleted language

18.40 Special provisions—Heritage trees.

- A. All heritage trees qualifying for protection provide valuable local habitat and shall be protected as critical areas. The tree protection area shall be equal to ten times the trunk diameter of the tree or the average diameter of the area enclosed within the outer edge of the drip line of the canopy, whichever is greater.**
- B. Heritage trees include:**
- 1. Oregon White Oaks with a trunk diameter larger than fourteen inches,**
 - 2. All other tree species with a trunk diameter greater than eighteen inches, and**
 - 3. Any tree designated as a heritage tree by the city council in accordance with the nomination process detailed below.**
- C. To be considered a heritage tree the tree must be nominated by the landowner of the ground sustaining the tree and be accepted by the city onto the inventory list of heritage trees compiled and maintained by the city.**
- D. Heritage trees must be designated in accordance with the following nomination and designation process:**
- 1. Trees with smaller trunk diameters may also be nominated for heritage status by the property owner, by submitting a map, a photograph, and a narrative description including the location, species, approximate age, and the specific characteristics and reasoning on which the nomination is based. To receive such a designation, a tree must be an outstanding specimen, especially old or large, or of distinctive form, location, or of ecological, cultural or historical significance.**
 - 2. The city shall inspect the tree, consider public comments, consult with a certified arborist if relevant, and decide whether or not the tree is to be designated a heritage tree. Notice of the city's decision shall be mailed to the land owner and any other parties participating in the evaluation process.**
 - 3. The council may be asked to reverse its designation of a heritage tree.**
- E. Tree inventory is required.**
- 1. The city shall maintain a list of heritage trees designated within the city limits in response to the voluntary nomination process. The inventory may include a map identifying the location of the trees and a brief narrative description of each heritage tree.**

F. Maintenance and preservation of heritage trees is required.

- 1. Any owner or applicant shall use reasonable efforts to maintain and preserve all heritage trees located thereon in a state of good health pursuant to the provisions of this chapter. Failure to do so shall constitute a violation of this chapter. Reasonable efforts to protect heritage trees include:**
 - a. Avoidance of grading, excavation, demolition or construction activity within the heritage tree protection area where possible. The city shall consider special variances to allow location of structures outside the building setback line of a heritage tree whenever it is reasonable to approve such variance to yard requirements or other set back requirements.**
 - b. Grading, excavation, demolition or construction activity within the heritage tree protection area shall require submittal of a tree protection plan, prepared in accordance with applicable guidelines.**
 - c. Consideration of the habitat or other value of mature trees in the request for a variance or other modification of land use standards may require listing of the tree as a heritage tree. Once listed for protection, the approval of variances or modification of standards are considered reasonable actions and not the result of a self created hardship.**
- 2. The arborist report for purpose of this section shall include a heritage tree protection plan and shall be prepared by a certified arborist. The plan shall address issues related to protective fencing and protective techniques to minimize impacts associated with grading, excavation, demolition and construction. The city may impose conditions on any permit to assure compliance with this section.**
- 3. Review and approval of the critical areas report and tree protection plan by the city is required prior to issuance of any permit for grading or construction within the heritage tree protection area.**
- 4. A heritage tree protection easement (HTPE) shall be required. A HTPE is an easement granted to the city for the protection of a heritage tree protection area. HTPEs shall be required as specified in these rules and shall be recorded on final development permits and all documents of title and with the county recorder at the applicant's expense. The required language is as follows:**

"Dedication of a Heritage Tree Protection Easement (HTPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of existing heritage tree for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The HTPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public of the city of White Salmon, to leave undisturbed all heritage trees within the easement. The heritage tree protection area may not be impacted by grading, excavation, demolition or construction without express permission from the city of White Salmon, which permission must be obtained in writing."

G. Heritage tree removal and major pruning are prohibited. It is unlawful for any person to remove, or cause to be removed any heritage tree from any parcel of property in the city, or prune more than one-fourth of the branches or roots within a 12-month period, without obtaining a permit; provided, that in case of emergency, when a tree is imminently hazardous or dangerous to life or property, it may be removed by order of the police chief, fire chief, the director of public works or their respective designees. Any person who vandalizes, grievously

mutilates, destroys or unbalances a heritage tree without a permit or beyond the scope of an approved permit shall be in violation of this chapter.

H. Exceptions to the provisions in this section include:

- 1. A heritage tree can be removed if it is dead, dangerous, or a nuisance, as attested by an arborist's report, submitted to the city and paid for by the tree owner or by order of the police chief, fire chief, the director of public works or their respective designees.**
- 2. A heritage tree in or very close to the "building area" of an approved building design can be replaced by another tree. A heritage tree can be removed if its presence reduces the building area of the lot by more than fifty percent after all potential alternatives including possible setbacks to minimum yard depth and width requirements have been considered.**
- 3. Any person desiring to remove one or more heritage trees or perform major pruning (per subsection 18.40(G), above) shall apply for an exception pursuant to procedures established by this section rather than elsewhere in this chapter.**
- 4. It is the joint responsibility of the property owner and party removing the heritage tree or trees, or portions thereof to obtain exception. The city may only issue a permit for the removal or major pruning of a heritage tree if it is determined that there is good cause for such action. In determining whether there is good cause, the city shall consult with a certified arborist, paid for by the applicant, as appropriate. The city shall also give consideration to the following:**
 - a. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;**
 - b. The necessity to remove the tree or trees in order to construct proposed improvements to the property;**
 - c. The topography of the land and the effect of the removal of the tree on erosion, soil retention and diversion or increased flow of surface waters;**
 - d. The long-term value of the species under consideration, particularly lifespan and growth rate;**
 - e. The ecological value of the tree or group of trees, such as food, nesting, habitat, protection and shade for wildlife or other plant species;**
 - f. The number, size, species, age distribution and location of existing trees in the area and the effect the removal would have upon shade, privacy impact and scenic beauty;**
 - g. The number of trees the particular parcel can adequately support according to good arboricultural practices; and**
 - h. The availability of reasonable and feasible alternatives that would allow for the preservation of the tree(s).**

I. City enforcement of heritage tree protection regulations may include:

- 1. Stop work on any construction project which threatens a heritage tree until it is shown that appropriate measures have been taken to protect the tree or an exception is granted for its removal; and/or**

2. As part of a civil action brought by the city, a court may assess against any person who commits, allows, or maintains a violation of any provision of this chapter a civil penalty in an amount not to exceed five thousand dollars per violation. Where the violation has resulted in removal of a tree, the civil penalty shall be in an amount not to exceed five thousand dollars per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. Such amount shall be payable to the city. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.

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 by the council and approved by the Mayor on this 20th day of December, 2023.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

A. Department Head



City of White Salmon Office of Public Works

Weekly report

Week of: 12/6-12/20

Division: Public Works

Recent Activities

- 👉 All monthly reporting, samples, equipment calibration and meter reading.
- 👉 Ordered new water bottle dispensers.
- 👉 Ordered baby changing tables for the council chambers and the park restrooms.
- 👉 Began City Hall interior painting.
- 👉 Hung new solar powered lights for City Hall
- 👉 Prepared the VFD to be shipped for repair.
- 👉 Spoke with Radcomp about bringing the Starlink online at the booster station.
- 👉 Replaced the power outlets and light sockets at Firefighter's park
- 👉 Installed new trash cans at the Park and Park n Ride.
- 👉 Addressed several issues with the Go Forth care share car, including getting snow tires installed.
- 👉 Received comments from DOH on the WSP and worked with Anderson Perry to address the comments.
- 👉 Started the permitting process for Transmission Main Phase IIA.
- 👉 Prepared snowplow equipment.
- 👉 Sent out RFP for Emergency Snow Removal.
- 👉 Preparing documents for the SCADA Upgrades Contract.
- 👉 Met with the Stevenson City Administrator and Public Works director to discuss how other entities deal with different infrastructure issues.
- 👉 Reprogrammed Octave meters.
- 👉 Checked zero read meters.
- 👉 Finished sweeper repairs and will attempt to sweep before there is more snow.

A.

Bingen-White Salmon Police Monthly Activity Log November 2022

White Salmon	Bingen	
3		Abandoned/Disabled Vehicle
10	1	Agency Assist
2	2	Alarm
3	1	Animal Problem/Noise/Neglect
		Arson
		Assault
1		Attempt to Locate
		Burglary
		Child Abuse/Neglect
8	4	Citizen Assist
3		Civil Matter
	1	Criminal Mischief
		Deceased
1		Disorderly
	1	Domestic Violence
		Drugs
1		DUI
1		Fire
		Fireworks
		Forgery
3		Fraud
1		Harassment
		Hazmat
		Homicide
		Information
		Intoxication
	1	Juvenile Problem
		Kidnapping
37	11	

White Salmon	Bingen	
		Littering
		Missing Person/Runaway
		Medical Emergency
1		Mental Health
3	2	Motor Vehicle Accidents
		Motor Vehicle Theft
1	2	Noise Complaint
	1	Parking Problem
		Pornography
2	1	Property Lost/Found
1		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
5	3	Suspicious
1	2	Theft
		Threats
1		Traffic Complaint/Hazard
2		Traffic Offense
1		Trespass
		Unsecure Premise
2		Violation Court Order
		Wanted Person
		Weapons Offense
2	1	Welfare Check
	2	911 Hang-up Calls
22	14	

25	Bingen
59	White Salmon
84	Total

A.

**Bingen-White Salmon Police
Monthly Activity Log
November 2023**

White Salmon	Bingen	
		Abandoned/Disabled Vehicle
15	2	Agency Assist
1	2	Alarm
5	1	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
	1	Child Abuse/Neglect
5	3	Citizen Assist
		Civil Matter
2		Criminal Mischief
1	1	Deceased
4	1	Disorderly
2		Domestic Violence
		Drugs
		DUI
2		Fire
	1	Fireworks
		Forgery
1		Fraud
1	1	Harassment
		Hazmat
		Homicide
		Information
1		Intoxication
		Juvenile Problem
		Kidnapping
40	13	

White Salmon	Bingen	
		Littering
		Missing Person/Runaway
	1	Medical Emergency
2	2	Mental Health
		Motor Vehicle Accidents
2		Motor Vehicle Theft
3		Noise Complaint
3	1	Parking Problem
		Pornography
3	1	Property Lost/Found
1		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
6	4	Suspicious
5	3	Theft
1	1	Threats
1		Traffic Complaint/Hazard
3	2	Traffic Offense
2	1	Trespass
2		Unsecure Premise
		Violation Court Order
		Wanted Person
		Weapons Offense
5	1	Welfare Check
	1	911 Hang-up Calls
39	18	

31	Bingen
79	White Salmon
110	Total