



White Salmon City Council Meeting
A G E N D A
November 16, 2022 – 5:00 PM
119 NE Church and Via Zoom Teleconference
Meeting ID: 826 7122 6276 Passcode: 089545

Call in Numbers:

669-900-6833	929-205-6099	301-715-8592
346-248-7799	253-215-8782	312-626-6799

- I. Council Workshop - Transportation Benefit District (5:00pm)**
- II. Call to Order, Presentation of the Flag and Roll Call (6:00pm)**
- III. Changes to the Agenda**
- IV. Consent Agenda**
 - [A.](#) Approval of CivicPlus Municipal Code Supplementation Subscription
 - [B.](#) Approval of Meeting Minutes - October 5, 2022
 - [C.](#) Approval of Meeting Minutes - October 19, 2022
 - [D.](#) Approval of Meeting Minutes - October 27, 2022 Special Meeting
 - [E.](#) Approval of Meeting Minutes - October 28, 2022 Special Meeting
 - [F.](#) Approval of Meeting Minutes - November 2, 2022 (will be provided before meeting)
 - [G.](#) Approval of Vouchers
- 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. Presentations**
 - A. Native American Heritage Month
 - B. Water System Plan Update - Dave Jepsen, Anderson Perry
- VII. Business Items**
 - [A.](#) Ordinance 2022-11-1115 Amending WSMC 13.16.025 Monthly Water Fees
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - [B.](#) Ordinance 2022-11-1116 Amending WSMC 13.16.020 Water Hook Up Fees
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - [C.](#) Ordinance 2022-11-1117 Amending WSMC 13.16.055 Sewer Rates
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - D. Preliminary 2023 Budget (additional documents will be provided before meeting)
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion

E. Interlocal Agreement - Law Enforcement Services

1. Presentation
2. Discussion
3. Action

F. Interlocal Agreement - Bingen ERUs

1. Presentation
2. Discussion
3. Action

VIII. Reports and Communications

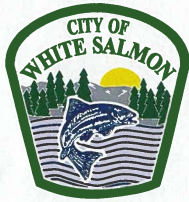
- A. Line of Sight Update - Bill Hunsaker
- B. Wildfire Mitigation Update - Bill Hunsaker, Fire Chief
- C. Granicus Update - Short Term Rentals - Jeff Broderick
- D. Department Heads
- E. Council Members
- F. Mayor

IX. Executive Session (if needed)

X. Adjournment

File Attachments for Item:

A. Approval of CivicPlus Municipal Code Supplementation Subscription



Department Head: _____
 Clerk/Treasurer: *AP*
 City Administrator: *J.P.*
 Mayor: *JK*

CITY COUNCIL REPORT

Business Item

Consent Agenda

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

No
 November 16, 2022
 Municipal Code Supplementation Subscription
 Jan Brending, Staff Assistant

Action Required

Authorization for Mayor to sign Statement of Work with CivicPlus for Municipal Code Supplementation Subscription in the amount of \$2335.00 (less Year 1 discount of \$467.00 – renewal thereafter will be \$2,335.00).

Motion for Business Item / Proposed Motion for Consent Agenda

None unless the agenda item is pulled from the Consent Agenda. If pulled from the Consent Agenda the following motion is recommended:

Move to authorize the Mayor to sign Statement of Work with CivicPlus for Municipal Code Supplementation Subscription in the amount of \$2335.00 (less Year 1 discount of \$467.00 – renewal thereafter will be \$2,335.00).

Explanation of Issue

The City uses “Municode” for publishing its Municipal Code (this includes publishing it to the city’s webpage). Municode was recently purchased by CivicPlus. In the past the city has paid an online hosting fee of \$950 for its municipal code and then fees per pages of codes that are updated. CivicPlus has found that many entities are not submitting their supplemental codes in a timely manner and feel that it might be related to the cost per page for updating. They have changed their processing to a flat fee cost \$2,335 plus the online hosting fee of \$950. The annual supplemental services does not include the following:

- Additional copies, reprints, binders and tab orders
- Documents that contain, tables, graphs, unique formatting requirements or any other form-based code requirements
- Legal work, creation of fee schedules, general neutral review/implementation, external linking
- Codifying complete replacement of complex subject matter such as, but not limited to, zoning (or equivalent). This may be subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s).
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee.
- The addition of manuals, policies, procedures, comprehensive plans, land use, unified codes, zoning (or equivalent)
- Online code hosting and online features

The city’s current code includes land use and zoning codes.

Below is a history of payments the city has paid for supplemental code updates (does not include the \$950 for online code hosting):

2018	\$1,592.46
2019	\$2,243.92
2020	\$805.00
2021	\$3,772.00
2022	\$2,455.00

Council Options

City Council has the following options available at this time:

1. Pull the item from the Consent Agenda for full discussion under Business Items.
2. Accept the Staff Recommendation.
3. Revise the Staff Recommendation.
4. Refer this issue back to staff for additional work.
5. Take No Action
6. Other action as desired by council.

Fiscal Analysis

The proposed 2023 budget includes costs for funding the online hosting cost and the new supplemental fee schedule.

Recommendation of Staff/Committee

Staff recommends the city council authorize the Mayor to sign the CivicPlus Statement of Work for Full-Service Supplemental Subscription in the amount of \$2335.00 per year. Note there is a one-time discount fee of \$467.00 for the first year.

Follow Up Action

No follow-up is necessary.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-30619-1

Date:

10/19/2022 11:21 PM

Expires On:

12/31/2022

Client:

White Salmon WA - Code and Supp

Bill To:

White Salmon WA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sylvana Satterfield	x	tsatterfield@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Full-Service Supplementation Subscription	Renewable	USD 2,335.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -467.00
1.00	Print Supplementation will begin with the ordinances received from the municipality on a semi-annual basis.	Renewable	USD 0.00
1.00	Supplement PDF	Renewable	USD 0.00
1.00	Full Code PDF	Renewable	USD 0.00
Annual Recurring Supplement Services			2,335.00

1. This Statement of Work ("SOW") is between the White Salmon Washington ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services

will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.

7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.

8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.

9. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.

10. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.

11. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of

any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

12. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

13. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

14. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

Client's selected billing renewal month (the "Renewal Date") shall be:

November _____ . (As set forth in Section 4 of this SOW)

Client must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

X	Start at Signing – As set forth in Section 4 of this SOW, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients' selected Renewal Date. For the sake of clarity, upon signing Client will only be billed the "per page rate" model for items not included in the Annual Recurring Supplement rate as set forth in Section 6 of this SOW.
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	Start at Renewal Date - As set forth in Section 4 of this SOW, by selecting this option, Client agrees to continue paying the "per page rate" model previously billed with Municode until the first Renewal Date, as notated by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
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Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Marla Keethler

Name:

Title:

Mayor

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization City of White Salmon **URL** <https://www.white-salmon.net>

Street Address PO Box 2139

Address 2

City White Salmon **State** WA **Postal Code** 98672

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Stephanie Porter, 509-774-

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact Stephanie Porter, Clerk Treasurer **E-Mail** clerktreasurer@ci.white-salmon.wa.us

Phone 509-493-1133 **Ext.** 205 **Fax**

Billing Address PO Box 2139

Address 2

City White Salmon **State** WA **Postal Code** 98672

Tax ID # 91-6001528 **Sales Tax Exempt #**

Billing Terms **Account Rep**

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N [X]

Please list all external sources:

Contract Contact Stephanie Porter, Clerk Treasurer **Email** clerktreasurer@ci.white-salmon.wa.us

Phone 509-493-1133 **Ext.** 205 **Fax**

Project Contact Stephanie Porter, Clerk Treasurer **Email** clerktreasurer@ci.white-salmon.wa.us

Phone 509-493-1133 **Ext.** 205 **Fax**



CivicPlus

Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

- I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and
- II. WHEREAS**, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

File Attachments for Item:

B. Approval of Meeting Minutes - October 5, 2022



DRAFT
CITY OF WHITE SALMON
City Council Meeting – Wednesday, October 5, 2022
In Person and Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Ben Giant
 Patty Fink
 Jason Hartmann
 David Lindley

Staff Present:

Russ Avery, Public Works Operations
 Jan Brending, Staff Assistant
 Jeff Broderick, Land Use Planner
 Jeff Cooper, Public Works Foreman
 Mike Hepner, Police Chief
 Bill Hunsaker, Fire Chief/Code Enforcement
 Paul Koch, Interim City Administrator
 Stephanie Porter, Clerk Treasurer
 Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Marla Keethler called the meeting to order at 6:00p.m. There were approximately 14 members of the public in attendance in person and via teleconference.

Moved by Jason Hartmann. Seconded by Patty Fink.
Motion to excuse Council Member Jim Ransier from the October 5, 2022 council meeting.
CARRIED 4-0

II. Changes to the Agenda

Request was made to remove consent agenda item B Approval of Meeting Minutes for September 21, 2022 and the Wildfire Mitigation Update under reports.

Moved by Patty Fink. Seconded by Jason Hartmann.
Motion to approve the changes to the agenda to remove consent agenda item B Approval of Meeting Minutes for September 21, 2022 and the Wildfire Mitigation Update under reports.
CARRIED 4-0

III. Consent Agenda

- A. Approval of City Council Minutes – September 7, 2022
- ~~B. Approval of City Council Minutes – September 21, 2022~~
- C. Approval of Vouchers

Type	Date	From	To	Amount
Claims	10/5/2022	38487	38529	179,441.43
	10/5/2022	EFT	EFT	2,850.00
	10/5/2022	EFT	EFT	644.20

	10/5/2022	EFT	EFT	1,314.98
			Claims Total	184,250.61
Payroll	10/5/2022	EFT	EFT	113,598.61
	10/5/2022	38483	38486	1,182.15
			Payroll Total	114,780.76
Manual Claims	9/30/2022	38481	38482	3,816.79
	9/22/2022	EFT	EFT	12,694.11
	10/10/2022	EFT	EFT	7,920.00
			Manual Total	24,430.90
			Total All Vouchers	323,462.27

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 5th day of October 2022.

***Moved by Patty Fink. Seconded by Jason Hartmann.
 Motion to approve Consent Agenda as presented. CARRIED 4-0.***

IV. Public Comment

Jeff Cooper, White Salmon Resident

Jeff Cooper requested the City Council consider the impact of the Halloween Street Closure on the residential side streets that will be used to reroute traffic.

V. Presentation

Hispanic Heritage Month – Juan Reyes, Latinx Outreach Coordinator, Washington Gorge Action Programs

Juan Reyes joined by zoom teleconference to present results of the first El Grito event hosted in White salmon Rheingarten Park. The event celebrated Hispanic Heritage Month and included information booths of community partners, a Mariachi Band, Pinata for the kids and free tacos and churros. Juan Reyes noted that there were over 300 people at the event, noting that a majority were from the White Salmon Community. They were excited to see an event like this because there has not been anything like this in the past to celebrate Hispanic Culture.

Juan Reyes noted that there were representations from all different community members, and they were able to receive access to community resources that benefit all community members. It was noted that this event has been identified to be a yearly event and there is hopes that it will be even bigger with more community partners next year. Many of the community members who attended expressed interest in helping with the event in future years.

VI. Business Items

A. Resolution 2022-10- 547 Adopting City of White Salmon Park Plan

Elizabeth Auvil and Colin McArthur from Cameron McCarthy Landscape Architecture and Planning Firm presented the draft White Salmon Park Plan.

Colin McArthur noted that this plan is a guideline for park improvements and all projects may not be completed but having them identified will allow for potential funding.

Elizabeth Auvil noted the presentation will focus on recommendations and plan level of service. It will evaluate existing systems including walkability, park acreage, and number of parks. White Salmon is currently rated at 9.2 acres of park per 1000 residents, median quartile and has 415 residents per park, low quartile.

The outreach process included stakeholder interviews, online surveys, in person surveys and focus groups. The overall request was for more youth activities, more facilities, accessibility, city relationships, and stewardship.

Facility needs identified were more play equipment, trails, accessible sidewalks and trails in parks, more parks and adding additional amenities to existing parks.

Capital improvement projects were reviewed.

Colin McArthur noted that the Park Plan will give tools and projects to keep up with the growth of White Salmon. It was confirmed that the estimated costs of the projects were in today's dollars and not increased to accommodate for inflation.

Public Comment:

Tim Requa, Klickitat County Resident

Tim Requa noted that Pickleball has been a rapidly growing sport in White Salmon, particularly at the Tennis Courts in Rheingarten Park. He gave a background of pickleball and noted that Governor Inslee had declared it the official State Sport.

Tim Requa would like to work with the City to paint a few pickleball courts on the existing Tennis Courts.

Mayor Keethler noted that the Tennis Courts are owned by the school district, and they are on board for the painting of a few courts for pickleball.

Leigh Hancock, White Salmon Resident

Leigh Hancock also wanted to declare support for pickleball courts in White Salmon. She noted that she currently uses her front porch to store the pickleball equipment so those who want to play can have access to it.

Tom Clein, Residency Unknown

Tom Clein declared his support for pickleball in White Salmon. It was noted that there is a high demand for the sport in this area.

Soroush Kermani, White Salmon Resident

Soroush Kermani declared his support for pickleball in White Salmon. He noted that there has been significant growth in participation for the game. He noted that it has brought people together after a very difficult few years and the sense of community is wonderful.

Jan Brending, Staff Assistant, read a comment into the record from **Patrick O'Dell from Friends of the White Salmon Bluff, Residency Unknown.**

The letter stated support for the Pedestrian Bluff Stairs Project. He noted it would be a necessary connection to Hood River and the projected Water Front Project. The bluff

property owners are willing to help. He believes it will make White Salmon an even more unique community.

Mayor Marla Keethler closed the public comment.

Jason Hartman, Council Member said he recently found out that Pickleball is a Washington State Sport created in Bainbridge Island.

Patty Fink, Council Member said access to the park from neighborhoods is an important piece of this project. She noted that keeping an eye on safe accessibility to the parks is a priority to ensure it may be enjoyed by everyone.

Marla Keethler, Mayor noted that proposed the name Spoke’s Bike Park be replaced with White Salmon Bike Park in the Plan.

Ben Giant, Council Member said thankyou to all who participated in this plan creation.

Moved by Ben Giant. Seconded by Jason Hartmann.

Motion to Approve Resolution 2022-10-547 Adopting the City of White Salmon Park Plan, amending the name of Spoke’s Bike Park to White Salmon Bike Park.

Discussion:

Council and Mayor discussed inclusion of Pickleball. It was determined that the tennis courts including Pickleball striping was specifically noted in the Park Plan. It was also noted that the city is open to partnership from the community to help facilitate the resurfacing of the courts.

CARRIED 4-0.

VII. Reports and Communications

A. Sweet Gum Tree Report – Paul Koch, Interim City Administrator

The city received the initial report from Grey and Osbourne with options for the tree. Pricing to keep the tree ranges from \$95,000 to \$128,000. Pricing to remove the tree is \$56,000. A full update will be brought to the council no later than the first meeting in November.

~~**B. Wildfire Mitigation Update – Bill Hunsaker, Fire Chief**~~

C. Department Heads

Paul Koch, Interim City Administrator

Discussion is in the works for a joint pool board meeting on October 27.

New City Administrator Troy Rayburn joins the city on October 24.

A new City Council Report is being utilized for council meetings. It includes an area for applicable initials to ensure the information has been confirmed in house and approved before presentation to the council.

Meeting with departments heads related to budget are continuing this week. In conversations with Bob Merritt, the Fire Task Force may be requesting an extension for their time frame to ensure they complete all the required meetings.

Mike Hepner, Police Chief

Klickitat County Health Department Behavioral Health Coordinator has been active 60 days. They are currently looking to extend job offers to additional Crisis Responders.

There has been great cooperation in regards to abandoned and neglected vehicles.

Halloween Parade has brought up some safety concerns specifically for the residential side street that will be detours for the diverted traffic. Chief is working with staff and community partners to shorten the length of the closure and highlight existing events.

Mayor Keethler clarified the current plan and thanked Chief Hepner for his cooperations.

Russ Avery, Public Works Operations Manager

Work is continuing on the Water System Plan Update with Dave Jepsen,

Anderson Perry. The Construction Standards are close to completion.

Work is continuing on the 2023 Public Works budget including a new vehicle replacement process.

Development Team Meeting discussed the Booster Pump Station upgrades for an upcoming potential development.

Jeff Cooper, Public Works Foreman

Identified current Public Works projects and day to day operations.

Noted a few trees on DNR property that need to be addressed before winter.

Had conversation with local parent school representative about painting paw prints from Jewett and Main up to high school. Mayor Keethler noted that there had been mention of this, but this was a larger scale than she had originally been notified of. Mayor Keethler said this may be better suited as a project for a local volunteer group.

The most recent power outage brought light to the need of a generator at the police Station and maintenance on the generator at City Hall.

Jeff Broderick, Land Use Planner

Working on identifying current codes that need to be updates including priority.

The Development Team Process is being reviewed to refine the process. The inclusion of other public agencies and jurisdictions is being discussed in hope of minimizing appeals and giving a more proactive approach to the overall process.

Ken Woodrich, City Attorney

Addressed question about potential RCW that states cities are not required to pay counties for court costs. Noted he is unsure of such RCW that specifically addresses that issue. He noted there is typically a contract with the county for a portion of court costs.

Stephanie Porter, Clerk Treasurer

Updated the council on the Financial Audit. No findings in areas completed.

The change to monthly meters reads is underway for October. This will provide meter read monthly rather than every other month.

B. Council Members
No council updates.

C. Mayor

DNR Reached out to the City with a Wildfire Ready Neighbor Program. City will be sharing the toolkit and information on the website and through Voyent! Alert.

The Hood River/White Salmon Bridge Project has not received funding from the most recent round of submission. There are 2 additional programs that have not been awarded yet. The Bridge Coalition is planning a trip to DC in December.

After the elections, there are plans to meet with the Senators to discuss street improvements. Recommendation will be brought forward.

October is “Walk and Bike to School Month”. Be extra careful of kids getting to school.

VIII. Executive Session

The City Council went into Executive Session at 7:46 pm for 20 minutes pursuant to RCW 42.30.110 to discuss a matter related to potential litigation with no decisions being made upon return.

Council resumed regular council meeting at 8:06pm

IX. Adjournment

The meeting was adjourned at 8:07p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

C. Approval of Meeting Minutes - October 19, 2022



DRAFT
CITY OF WHITE SALMON
City Council Meeting – Wednesday, October 19, 2022
In Person and Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Ben Giant
Patty Fink
Jason Hartmann
Jim Ransier
David Lindley

Staff Present:

Russ Avery, Public Works Operations
Jan Brending, Staff Assistant
Jeff Cooper, Public Works Foreman
Mike Hepner, Police Chief
Bill Hunsaker, Fire Chief/Code Enforcement
Paul Koch, Interim City Administrator
Stephanie Porter, Clerk Treasurer
Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Mayor Marla Keethler called the meeting to order at 6:00p.m. There were approximately 12 members of the public in attendance in person and via teleconference.

II. Changes to the Agenda

Staff requested the addition of Resolution 2022-10-550 Update Authorized Individual for the Local Government Investment Pool financial account and Small Works Roster Contract for the Green Street Tree Planting with FLI Landscaping in the amount of \$3,000 not including taxes.

Moved by David Lindley. Seconded by Jim Ransier.

Motion to approve changes to agenda as presented. CARRIED 5-0

III. Consent Agenda

- A. Adoption of Resolution 2022-10-549 Amending Public Records Policy and Procedure
- B. August 2022 Budget Report
- C. September 2022 Budget Report
- D. Approval of Meeting Minutes - September 21, 2022
- E. Approval of Vouchers
- F. Resolution 2022-10-550 Updating Authorized Individual for the Local Government Investment Pool account
- G. Approval of Small Works Roster Contract for Green Street Tress Planting with FLI Landscaping in the amount of \$3000 not including taxes.

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 19th day of October 2022.

Type	Date	From	To	Amount
Claims	10/19/2022	38530	38569	212,263.78
			Claims Total	212,263.78
Payroll	10/20/2022	EFT	EFT	73,068.89
			Payroll Total	73,068.89
Manual Claims	10/15/2022	EFT	EFT	110.00
			Manual Total	110.00
			Total All Vouchers	285,442.67

***Moved by Jason Hartmann. Seconded by Ben Giant.
 Motion to approve Consent Agenda as presented. CARRIED 5-0.***

IV. Public Comment

Gabrielle Gilbert, Klickitat County Resident

Gabrielle Gilbert is requesting the council meeting with state representatives in October regarding the need for childcare in Klickitat County and make the needs of the area known. Gabrielle Gilbert said there is an urgent need for a full court basketball court in White Salmon and she wants to see this, and a youth center prioritized for the children.

Emeret, Minor Child

Emeret requested replacement of the playground equipment in Rheingarten Park because she plays there a lot.

V. Presentation

A. Fire Emergency Task Force Update - Bob Merritt

Bob Merritt updated the city council of the progress made by the Emergency Fire Task Force set in place to learn about fire services within the city and Fire District 3 with the intention of providing a recommendation for future services up to and including consolidation.

Bob Merritt said that the Fire Task Force has been waiting for a few appointed members to come back into town and are working to schedule their first meeting. This meeting would produce a Mission Statement developed by the task force. They are planning a hybrid style meeting to allow members and citizens to attend in person or via zoom.

The Fire Task Force was scheduled to bring their final report and recommendation by the end of 2022. Due to the amount of time it has taken to fill the appointed Task

Force Seats and to schedule a meeting, Bob Merritt has requested an extension of this timeline to the end of January 2023. David Lindley, Council Member asked if the end of January would be enough time to complete the required 6 meetings.

Bob Merritt said yes. They will be meeting weekly.

***Moved by Jim Ransier. Seconded by Jason Hartmann.
Motion to approve extension of the Fire Emergency Task Force final report
deadline to January 31, 2023. CARRIED 5-0***

VI. Business Items

**A. Resolution 2022-10-548 Ratifying Proclamation 2022-004 Ending COVID-19
Emergency Declaration**

Mayor Marla Keethler introduced this resolution noting that the approval would rescind Emergency Declaration 2020-01. Mayor Keethler noted that this would return all employee sick leave procedures back to normal procedures where sick leave would be used for any illness.

***Moved by Jason Hartmann. Seconded by Ben Giant.
Motion to approve Resolution 2022-10-548 Ratifying Proclamation 2022-004
Ending COVID- 19 Emergency Declaration.***

Mayor Marla Keethler noted that the ending of the Emergency Declaration does not mean the end of COVID-19. She reminded everyone to continue to follow all recommended guideline including staying home when you are sick and wearing a mask if you have been in contact with someone who has tested positive for COVID-19.

CARRIED 5-0.

B. Approval to Create New City Staff Position - Lateral Police Officer

Chief Mike Hepner presented his request for the addition of a 6th Police Officer position. Chief Hepner began by noting his number one priority is the safety of his officers and the community. There have been multiple incidents where an additional officer on duty was needed.

Chief Hepner said that at times he has officers working 10-20 days straight which is not ideal.

Chief Hepner said there are mandatory officer trainings that are required, Scheduling for these required trainings and effective community police presence is increasingly difficult.

Chief Hepner noted that the Police Department has been consistently responsible with their finances, which include a reserve funds for vehicles.

During Council discussion with Chief Hepner it was concluded that the City of Bingen is in supportive of the addition of 6th officer and understands the additional expenses that will be required. It was concluded that this decision was not postponed to the budget process because there is currently a lateral officer that is available, and timing is vital.

Mayor Marla Keethler added that this is a critical decision that will be helpful to know moving into the budget process. Mayor Keethler noted that this need has become even more apparent with the change in mental health services.

Jan Brending, Staff Assistant said that the Law Enforcement Agreement with the City of Bingen is proposing the full police budget be paid by a percentage split that will be reviewed annual based on actual calls. Council and staff discussed.

Mayor Marla Keethler noted that if the council is not comfortable with this decision that should be addressed. This proposal has been brought forward now to give staff direction on how to move forward with the budget as this addition would have a significant impact.

Jim Ransier, Council Member noted that this presentation of this option now makes sense with the current struggle to find good police officers.

***Moved by Ben Giant. Seconded by David Lindley.
Motion to approve the creation and hiring of an additional lateral police officer position.***

Patty Fink, Council Member said she feels uncomfortable making this decision outside of the budget process. She values the Police Officers and Chief Hepner. She is uncomfortable not seeing the entire budget.

CARRIED 5-0.

C. September 2022 Budget Amendment #3

Stephanie Porter, Clerk Treasurer presented the proposed budget amendment noting this amendment will adjust the budget for expenses approved by council and maintaining the required balances per the city financial policies.

Jan Brending, Staff Assistant noted that there will be one final budget amendment before the end of the year.

Ben Giant, Council Member asked if the city was financially ok.

Jan Brending, Staff Assistant said yes, all funds are above their required balances.

***Moved by Jim Ransier. Seconded by Ben Giant.
Motion to approve September 2022 Budget Amendment #3 as presented.
CARRIED 5-0***

D. Sweet Gum Tree Engineer Report

Paul Koch, Interim City Administrator presented the Sweet Gum Tree Report. It has been recommended by city staff to move the Sweet Gum Tree decision to the budget process.

David Lindley, Council Member pointed out the engineer option considering a bulb out that would allow for a replacement tree. It was noted that the bulb out would also aid in traffic calming.

David Lindley requested an opportunity for a few tree board members to have a public comment period before the council makes decision. Council Member and Mayor agreed.

Patty Fink, Council Member said she wanted to point out that the Tree Board did not have the costs of the options when they make their recommendations. She noted that the staff report did not clarify that.

Patty Fink said that she prefers the bulb out as it make more sense for the long-term planning of downtown and that it allows for replacement at the time the Sweet Gum is no longer viable.

Public Comment

Virginia Hartnett, White Salmon Tree Board Member

Virginia Hartnett said that the Tree Board did not have all the option available to them at the time of their meeting. She would like to see the process slow down to ensure that the decision and completion is all done right.

Karen Black Jenkins, White Salmon Tree Board Member

Karen Black Jenkins said the Tree Board is trying to do the right thing by preserving the tree and providing ADA sidewalks. She noted that this option doe require significant funds and therefore agrees with referring the decision to the budget process.

Stephanie Porter, Clerk Treasurer said it would be ideal to have real life estimate of the cost to maintain the tree to be prepared for future budgeting purposes. She noted that this would be a benefit information for all street trees as we move forward with the intention of being proactive with maintenance and preservation.

Patty Fink, Council Member said that street trees are helpful for climate issues and should be included in future planning.

Council Members and staff clarified that although there is not a known immediate threat to property or persons, large branches have fallen from the tree and could have caused damage.

**Moved by David Lindley. Seconded by Jason Hartmann.
Motion to refer the decision for the Sweet Gum Tree to the 2023 Budget Process.
CARRIED 5-0**

VII. Reports and Communications

A. Line of Sight Issues Addressed - Bill Hunsaker, Code Enforcement Officer

Bill Hunsaker noted that several line-of-sight issues have been identified. Staff is working to get them addressed.

Council and staff discussed the current line-of-sight process. Consensus was reached that current issues should be addressed and that the code should be reviewed to allow for more homeowner responsibility including a fee process for city to provide the work.

B. Wildfire Mitigation Update – Bill Hunsaker, Fire Chief

No update for mitigation. Chief Hunsaker updated on a few grants that have been applied for by other agencies.

C. Department Heads

Mike Hepner, Police Chief provided a written update report.

Council and staff discussed Agency Assist.

Russ Avery, Public Works Operations Manager provided written update report.

SCADA was identified as a priority project and it is currently in the works. GIS mapping was identified as a priority.

The bucket truck that was being considered for purchase has been removed from the market. Skamania County will be keeping it as they are unable to get a replacement at this time.

Stephanie Porter, Clerk Treasurer provided a written update report.

Jim Ransier, Council Member asked about the Glockenspiel Bells. Jeff Cooper from Public Works confirmed they have been received.

B. Council Members

Jason Hartmann, Council Member said City Operations committee discussed a resident concern at Pioneer Park and unleashed dogs. The committee determined as a first step the dog leashing signage would be moved to a more prominent location to notify dog owners of the expectation.

Jim Ransier, Council Member noted that he has seen 10 or more unleashed dogs in Rheingarten Park. He is in support of the leash law.

Ken Woodrich, City Attorney noted that there is liability to the city is a dog hurts another dog or person because leash laws are not being followed.

Patty Fink, Council Member said that there are potential discussions of a yard debris pick with Republic Services. There are hopes of increasing the relationship with Republic to increase services including glass pick up and yard debris pick up.

Jim Ransier, Council Member reminded of the Halloween Event in downtown White Salmon. The Masonic Lodge Haunted House, Grace Baptist Festival of Lights and the Business Partners costume parade will all be available to those looking for a place to celebrate.

Community Development Committee continued the discussion around the park ordinances including the noise codes and rental policies.

Jim Ransier noted that he would like to look into showing a wildfire documentary called “Elemental”. It could be utilized as an outreach and engagement tool for the greater discussion of Wildfire.

CityLAB Board had a great conversation with the Klickitat PUD. The switch to Electric has challenges, but the conversation is active. The board is also looking at the Climate Action Plan Scope of work for possible revisions.

C. Mayor

Mayor Keethler gave an update on the bridge project and community engagement that is being provided.

Mid-Columbia Houseless Collaborative has a strategic plan that has been adopted. This plan will move forward the efforts of providing affordable housing in Klickitat County.

VIII. Executive Session

The City Council will go into Executive Session to discuss potential litigation pursuant to RCW 42.30.110 for 15 minutes at 8:01pm.

At 8:16pm Mayor Keethler extended the Executive Session 10 minutes.

City Council and Mayor returned to normal session at 8:26pm.

IX. Adjournment

The meeting was adjourned at 8:27p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

D. Approval of Meeting Minutes - October 27, 2022 Special Meeting



CITY OF WHITE SALMON
City Council Special Meeting – Thursday, October 27, 2022
In Person and Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Patty Fink
Ben Giant
Jason Hartmann
David Lindley
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Jan Brending, Staff Assistant
Ken Woodrich, City Attorney
Troy Rayburn, City Administrator

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 5:30 p.m. There were approximately 7 members of the public in attendance via teleconference.

Board members of the White Salmon Valley Pool Metropolitan Park District present were: Karen Boroughs, Steve Harris, Ben Briggs, and Lily von Mosch.

II. Presentations

A. White Salmon Valley Pool Metropolitan Park District Presentation

Marla Keethler, Mayor introduced Troy Rayburn as City Administrator. She said the purpose of the meeting is that the White Salmon Valley Pool Metropolitan Park District can provide an update to the City Council regarding the construction of a new pool.

Metropolitan Park District board members provided information to the City Council regarding the following:

- Introduction and Project Background
- Construction Update
- Fundraising Update
- Next Steps
- How Can the City of White Salmon Help?

The Metropolitan Park District stated they hope to start construction in 2025 with a \$7 million construction cost. The District stated there is a current shortfall of approximately \$975,000 of which they are seeking 1/3 of that amount from the three local governments (Klickitat County, City of White Salmon, and the City of Bingen).

The City Council and the Metropolitan Park District discussed the current funding strategy and potential issues of any segment of the funding scenario not being realized.

Jan Brending, Staff Assistant indicated the City of White Salmon currently has a fund setup for the construction of a new pool. She said the city can set aside funds into the designated fund for future use towards construction of the pool.

The Metropolitan Park District said they are seeking city funding towards the construction of the pool, support in lobbying for funding, support and assistance with creating a 501c3 organization dedicated to fundraising, providing meeting space and possibly providing administrative assistance.

The City Council thanked the Metropolitan Park District for their presentation.

III. Public Comment

Jake Anderson, Klickitat County Board Commissioner, said Klickitat County may be able to contribute some one-time funding towards the project.

IV. Adjournment

The meeting adjourned 7:10 p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

E. Approval of Meeting Minutes - October 28, 2022 Special Meeting



CITY OF WHITE SALMON
City Council Special Meeting – Friday, October 28, 2022
In Person and Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Patty Fink
Ben Giant
Jason Hartmann
David Lindley
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Jan Brending, Staff Assistant
Ken Woodrich, City Attorney
Troy Rayburn, City Administrator

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 5:00 p.m. There were approximately 2 members of the public in attendance via teleconference.

II. Public Comment

There was no public comment.

III. Business Items

A. Approval of Employment Separation Agreement

Moved by Patty Fink. Seconded by Ben Giant.

Motion to move forward with proposed employment separation agreement with Russ Avery and to authorize the Mayor to sign the agreement. CARRIED 5-0.

IV. Executive Session (if needed)

No executive session was needed.

V. Adjournment

The meeting adjourned 5:06 p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

A. Ordinance 2022-11-1115 Amending WSMC 13.16.025 Monthly Water Fees

1. Presentation

2. Public Hearing

3. Discussion and Action



Department Head: _____
 Clerk/Treasurer: *P.*
 City Administrator: *J.P.*
 Mayor: *M.*

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes

Meeting Date:

November 16, 2022

Agenda Item:

Ordinance 2022-11-1115, Amending WSMC 13.16.025
 Revising Water Monthly Fees

Presented By:

Jan Brending, Staff Assistant

Action Required

Adoption of Ordinance No. 2022-11-1115, Amending WSMC 13.16.025 Revising Water Monthly Fees, Repealing Sections and Providing for Severability and an Effective Date.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to adopt Ordinance No. 2022-11-1115, Amending WSMC 13.16.025 Revising Water Monthly Fees, Repealing Sections and Providing for Severability and an Effective Date.

Explanation of Issue

The City of White Salmon has a current code (WSMC 13.16.025) that provides a table for the water monthly fees. The table provides for fees through 2022. The code does provide that unless the council takes specific action, the fees would increase by 3% (WSMC 13.16.025E).

The proposed Ordinance provides a table that covers 2023-2027. The fees for 2023 are increase by 10% and the fees for 2024-2027 are increased by 5%. In addition, WSMC 13.16.025E changes the 3% automatic fee adjustment (unless modified by the City council prior to the adjustment date) to 5%.

The proposed increases are needed to provide for operations and maintenance, debt service requirements, and future capital improvements in addition to holding funds in reserve for emergencies. The city's proposed water system plan includes the following capital improvement program costs:

Planned Improvements (0-5 Years)	\$21,917,000
Proposed Improvements (6-11 Years)	\$11,126,000
Future Improvements (>10 Years)	\$11,581,000

The total cost projected for necessary capital improvements is \$44,624,000.

The city's current debt balance (principal only as of 12/31/2021) is \$5,148,902. The city has taken an additional draw on a Public Works Trust Fund loan in the amount of \$358,714. The city has also been awarded a \$2,333,000 loan from USDA and two loans for Public Works Trust Fund in the amount of \$3,797,900. This will increase the city's debt by \$6,130,900. The monies are providing for engineering for the replacement of the main transmission line from the city's water sources into town, Phase I of the construction costs for replacement of the main transmission line, and for improvements in the North Main/Spring Street to provide for additional capacity in the system.

WSMC 13.16.025 also provides for an “ADU” rate which is 1.3 times the base rate for residential customers. This means that anyone that has a single-family dwelling and an ADU is charge 1.3 times the base rate for residential customers. All other customers who have multi-residential units on their property (duplexes, tri-plexes, four-plexes, apartments) are charge the base rate times the number of units. They are not discounted for any additional residential units.

For example, a residential property that has a single-family dwelling and an ADU is charged a base rate of \$58.05 per month while the owner of a duplex is charged \$89.32 per month. The original justification for this was that the number of individuals living in an ADU would be less than those living in a duplex or an apartment. An accessory dwelling unit can be designed from 600 square feet to a maximum of 900 square feet and allow for two bedrooms. This equates to most multi-family unit sizes.

The proposed ordinance does away with the ADU rate. Property owners who have a single-family dwelling and an ADU will be charged two times the base rate – the same as a duplex owner.

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 2023 budget for the water system uses the proposed rate increases. The city needs to adopt rate increases prior to adopting the 2023 budget. If the city council desires to change the amount of the rate increases, staff will need to evaluate the impacts on the proposed 2023 budget.

Recommendation of Staff/Committee

Staff recommends adoption of Ordinance 2022-11-1115, Amending WSMC 13.16.025 Revising Water Monthly Fees. The city’s water engineer supports the proposed increases.

Follow Up Action

Provide information to the public prior to January 1, 2023 about the rate increases adopted by the city council via newsletters and the city’s website.

**CITY OF WHITE SALMON
ORDINANCE NO. 2022-11-1115**

AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, AMENDING WHITE SALMON MUNICIPAL CODE 13.16.025 REVISING WATER MONTHLY FEES, REPEALING SECTIONS AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the city council has reviewed the current rate schedule for monthly water fees and has determined that an increase in the rates is necessary to meet the operations and maintenance, debt service and capital reserve requirements; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON DO ORDAIN AS FOLLOWS: by the City Council of the City of White Salmon that the following amendments be made to White Salmon Municipal Code Chapter 13.16.025:

SECTION 1 – Amendment to WSMC 13.16.025

Section 13.16.025 is hereby amended to read:

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

13.26.025 Monthly water fees.

The following monthly water fees apply to water users as listed below. As it is used herein the term "water users" shall mean anyone having paid a connection fee, regardless of whether water is being used. All charges follow the meter regardless of who owns the property being served. Billing for new customers shall begin the month following payment of the connection fee.

A. Residential Monthly Fees.

Basic Rate:

Residential	2018	2019	2020	2021	2022	WRAF* Surcharge
Inside	38.98	39.61	40.60	41.52	44.66	\$6.25
Outside	57.39	58.30	58.76	61.14	65.73	\$6.25

<u>Residential</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>WRAF* Surcharge</u>
<u>Inside</u>	<u>49.13</u>	<u>53.06</u>	<u>57.30</u>	<u>61.88</u>	<u>66.84</u>	<u>\$6.25</u>
<u>Outside</u>	<u>72.30</u>	<u>78.09</u>	<u>84.33</u>	<u>91.08</u>	<u>98.37</u>	<u>\$6.25</u>

*Water Rights Acquisition Fund

Water use:

In addition to the Basic Rate, water users will be charged for water use per one thousand gallons or part thereof according to the following schedule:

Residential	2018	2019	2020	2021	2022
1st Tier Block 1-5,000 gallons	1.09	1.11	1.14	1.16	1.19
2nd Tier Block 5,001-15,000 gallons	2.76	2.80	2.87	2.94	3.01
3rd Tier Block 15,001 + gallons	3.69	3.75	3.84	3.93	4.03

Residential	2023	2024	2025	2026	2027
1st Tier Block 1-5,000 gallons	1.31	1.41	1.53	1.65	1.78
2nd Tier Block 5,001-15,000 gallons	3.31	3.58	3.86	4.17	4.50
3rd Tier Block 15,001 + gallons	4.43	4.79	5.17	5.58	6.03

B. Residential with ADU Monthly Fees:

Basic Rate:

Residential	2018	2019	2020	2021	2022	WRAF* Surcharge
Inside	50.68	51.49	52.78	53.99	58.05	\$6.25
Outside	74.61	75.79	76.69	79.48	85.45	\$6.25

***Water Rights Acquisition Fund**

Water use: In addition to the Basic Rate, water users will be charged for water use per one thousand gallons or part thereof according to the following schedule:

Residential	2018	2019	2020	2021	2022
1st Tier Block 1-5,000 gallons	1.09	1.11	1.14	1.16	1.19
2nd Tier Block 5,001-15,000 gallons	2.76	2.80	2.87	2.94	3.01

3rd Tier Block 15,001 + gallons	3.69	3.75	3.84	3.93	4.03
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€B. Commercial and Irrigation Water Users.

Basic Rate (according to meter size):

Customer Class	2018	2019	2020	2021	2022	WRAF* Surcharge
5/8-inch Inside	38.98	39.61	40.60	41.53	44.66	\$6.25
5/8-inch Outside	57.39	58.30	58.76	61.14	65.73	\$6.25
1-inch Inside	73.94	75.12	77.00	78.77	84.69	\$7.50
1-inch Outside	106.69	108.40	111.11	113.66	122.21	\$7.50
1.5-inch Inside	175.62	178.43	182.85	187.09	201.16	\$7.50
1.5-inch Outside	249.20	253.19	259.51	265.48	285.45	\$7.50
2-inch Inside	318.20	323.31	331.39	339.01	364.52	\$8.00
2-inch Outside	449.00	456.09	467.59	478.35	514.32	\$8.00
4-inch Inside	1,275.09	1,295.49	1,327.88	1,358.42	1,460.57	\$30.00
4-inch Outside	1,794.15	1,827.94	1,873.64	1,916.73	2,060.87	\$30.00

Customer Class	2023	2024	2025	2026	2027	WRAF* Surcharge
5/8-inch Inside	49.13	53.06	57.30	61.88	66.84	\$6.25
5/8-inch Outside	72.30	78.09	84.33	91.08	98.37	\$6.25
1-inch Inside	93.16	100.61	108.66	117.35	126.74	\$7.50
1-inch Outside	134.43	145.19	156.80	169.34	182.89	\$7.50
1.5-inch Inside	221.28	238.98	258.10	278.74	301.04	\$7.50
1.5-inch Outside	314.00	339.11	366.24	395.54	427.19	\$7.50
2-inch Inside	400.97	433.05	467.69	505.11	545.52	\$8.00
2-inch Outside	565.75	611.01	659.89	712.68	769.70	\$8.00
4-inch Inside	1606.63	1735.16	1873.97	2023.89	2185.80	\$30.00
4-inch Outside	2266.96	2448.31	2644.18	2855.71	3084.17	\$30.00

*Water Rights Acquisition Fund

Water use:

In addition to the Basic Rate, water users will be charged for water use per one thousand gallons or part thereof according to the following schedule:

Meter Size	Tier Block	2018	2019	2020	2021	2022
5/8 – 3/4 inch	0 – 5,000 gallons	1.09	1.11	1.14	1.16	1.19
5/8 – 3/4 inch	5,001 – 15,000 gallons	2.76	2.80	2.87	2.94	3.01
5/8 – 3/4 inch	15,001+ gallons	3.69	3.75	3.84	3.93	4.03
1 inch	0 – 10,000 gallons	1.09	1.11	1.14	1.16	1.19
1 inch	10,001 – 25,000 gallons	2.76	2.80	2.87	2.94	3.01
1 inch	25,001+ gallons	3.69	3.75	3.84	3.93	4.03
1.5 inch	0 – 12,000 gallons	1.09	1.11	1.14	1.16	1.19
1.5 inch	12,001 – 40,000 gallons	2.76	2.80	2.87	2.94	3.01
1.5 inch	40,001+ gallons	3.69	3.75	3.84	3.93	4.03
2 inch	0 – 40,000 gallons	1.09	1.11	1.14	1.16	1.19
2 inch	40,001 – 100,000 gallons	2.76	2.80	2.87	2.94	3.01
2 inch	100,001+ gallons	3.69	3.75	3.84	3.93	4.03
3 inch	0 – 48,000 gallons	1.09	1.11	1.14	1.16	1.19
3 inch	48,001 – 160,000 gallons	2.76	2.80	2.87	2.94	3.01
3 inch	160,001+ gallons	3.69	3.75	3.84	3.93	4.03
4 inch	0 – 85,000 gallons	1.09	1.11	1.14	1.16	1.19
4 inch	85,001 – 280,000 gallons	2.76	2.80	2.87	2.94	3.01
4 inch	280,001+ gallons	3.69	3.75	3.84	3.93	4.03
6 inch	0 – 192,000 gallons	1.09	1.11	1.14	1.16	1.19
6 inch	192,001 – 640,000 gallons	2.76	2.80	2.87	2.94	3.01
6 inch	640,001+ gallons	3.69	3.75	3.84	3.93	4.03

Meter Size	Tier Block	2023	2024	2025	2026	2027
5/8 – 3/4 inch	0 – 5,000 gallons	1.31	1.41	1.53	1.65	1.78
5/8 – 3/4 inch	5,001 – 15,000 gallons	3.31	3.58	3.86	4.17	4.50
5/8 – 3/4 inch	15,001+ gallons	4.43	4.79	5.17	5.58	6.03
1 inch	0 – 10,000 gallons	1.31	1.41	1.53	1.65	1.78
1 inch	10,001 – 25,000 gallons	3.31	3.58	3.86	4.17	4.50
1 inch	25,001+ gallons	4.43	4.79	5.17	5.58	6.03
1.5 inch	0 – 12,000 gallons	1.31	1.41	1.53	1.65	1.78
1.5 inch	12,001 – 40,000 gallons	3.31	3.58	3.86	4.17	4.50
1.5 inch	40,001+ gallons	4.43	4.79	5.17	5.58	6.03
2 inch	0 – 40,000 gallons	1.31	1.41	1.53	1.65	1.78
2 inch	40,001 – 100,000 gallons	3.31	3.58	3.86	4.17	4.50
2 inch	100,001+ gallons	4.43	4.79	5.17	5.58	6.03
3 inch	0 – 48,000 gallons	1.31	1.41	1.53	1.65	1.78
3 inch	48,001 – 160,000	3.31	3.58	3.86	4.17	4.50

	<u>gallons</u>					
<u>3 inch</u>	<u>160,001+ gallons</u>	<u>4.43</u>	<u>4.79</u>	<u>5.17</u>	<u>5.58</u>	<u>6.03</u>
<u>4 inch</u>	<u>0 – 85,000 gallons</u>	<u>1.31</u>	<u>1.41</u>	<u>1.53</u>	<u>1.65</u>	<u>1.78</u>
<u>4 inch</u>	<u>85,001 – 280,000 gallons</u>	<u>3.31</u>	<u>3.58</u>	<u>3.86</u>	<u>4.17</u>	<u>4.50</u>
<u>4 inch</u>	<u>280,001+ gallons</u>	<u>4.43</u>	<u>4.79</u>	<u>5.17</u>	<u>5.58</u>	<u>6.03</u>
<u>6 inch</u>	<u>0 – 192,000 gallons</u>	<u>1.31</u>	<u>1.41</u>	<u>1.53</u>	<u>1.65</u>	<u>1.78</u>
<u>6 inch</u>	<u>192,001 – 640,000 gallons</u>	<u>3.31</u>	<u>3.58</u>	<u>3.86</u>	<u>4.17</u>	<u>4.50</u>
<u>6 inch</u>	<u>640,001+ gallons</u>	<u>4.43</u>	<u>4.79</u>	<u>5.17</u>	<u>5.58</u>	<u>6.03</u>

D. Private Fire Service.

All customers connected to a water line for private fire services will be charged the monthly Commercial Basic Rate in addition to regular commercial use rates.

<u>Customer Class</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>4-inch Inside</u>	<u>15.79</u>	<u>16.04</u>	<u>16.44</u>	<u>16.82</u>	<u>17.23</u>
<u>4-inch Outside</u>	<u>23.24</u>	<u>23.61</u>	<u>24.21</u>	<u>24.76</u>	<u>25.36</u>

<u>Customer Class</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>4-inch Inside</u>	<u>18.95</u>	<u>20.47</u>	<u>22.11</u>	<u>23.88</u>	<u>25.79</u>
<u>4-inch Outside</u>	<u>27.90</u>	<u>30.13</u>	<u>32.54</u>	<u>35.14</u>	<u>37.95</u>

E. All rates shall be subject to an automatic annual rate of ~~three~~ **five** percent (~~35~~**5**%), beginning January 1, 202~~38~~**3**, unless modified by City Council prior to the adjustment date.

F. **Residential properties with more than one residential unit (e.g. apartments, multi-plexes, homes with accessory dwelling units) will be charged the applicable monthly Residential Basic Rate times the number of residential units. The owner or operator of each multiple residential facility shall pay the applicable monthly Residential Basic Rate, based on location (inside or outside city) and classification (apartments and multi-plexes versus ADU's), times the number of units, plus water usage charges for residential users.**

G. Combination residential/commercial users shall be charged at the following rate, whichever is greater:

1. The monthly Residential Basic Rate based on location (inside or outside city) and classification (apartments and multi-plexes ~~versus ADU's~~), times the number of **residential** units, plus water usage charges applicable to residential users, or

2. The monthly Commercial and Irrigation Water User Basic based upon the location (inside or outside city) and meter size, plus water usage charges applicable to commercial or irrigation water users.

H. Miscellaneous Services Charges.

Charge Description	In City	Outside City
Service Call Fee	\$40.00*	\$56.00*
Shut-off for Non-payment	\$40.00*	\$46.00*
New Account Fee	\$25.00	\$33.00
Late Charge-Delinquent Fee	\$10.00	\$10.00

*After Working Hours additional \$100.00

No later charge or delinquent fee shall be charged against any municipal corporation or political subdivision of the state.

- I. Date of Imposition of Monthly Fee. Monthly water fees shall be charged from the date of meter installation and shall continue until the meter is removed.

- J. Credit for monthly water fees for irrigation users during period of low water usage.

1. The clerk-treasurer may grant an irrigation water user a credit against future monthly water fees if the irrigation user affirmatively established each of the following conditions to the satisfaction of the clerk-treasurer:
 - a. During any period of at least three months but not more than six months, the average monthly water use per irrigation meter was less than one thousand gallons; and
 - b. The application for credit is submitted to the clerk-treasurer within thirty days after the first month of the period for which the credit is requested.
2. The credit shall be the difference between the applicable monthly water fee and the lowest monthly water fee for irrigation users then in effect, based upon the user's location (in city or outside city).
3. Nothing in this section shall be interpreted to require any refund of monthly water fees by the city to any water user.
4. No credit shall be granted unless monthly water fees for the period claimed have been paid on or before the date due.
5. Credits authorized under this section shall apply only to irrigation water used after November 1, 1996.

6. Only one credit per period of not more than six months shall be granted per irrigation water user per year.
7. Prior to processing a request for credit under this section, the clerk-treasurer shall collect an administrative fee of ten dollars per application for credit.

SECTION 2 - SEVERABILITY.

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

SECTION 4 - EFFECTIVE DATE.

This ordinance shall become effective January 1, 2023.

PASSED in regular session this 16th day of November, 2022.

Marla Keethler, Mayor

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

B. Ordinance 2022-11-1116 Amending WSMC 13.16.020 Water Hook Up Fees

1. Presentation

2. Public Hearing

3. Discussion and Action



Department Head: _____

Clerk/Treasurer: *[Signature]*

City Administrator: *[Signature]*

Mayor: _____

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No

Meeting Date:

November 16, 2022

Agenda Item:

Ordinance 2022-11-1116, Amending WSMC 13.16.020

Hookup Charges

Presented By:

Jan Brending, Staff Assistant

Staff will be requesting that this agenda item be pulled from the agenda. Staff needs to review the proposed amendment in further detail. The proposed amendment may be placed on a future agenda. The proposed ordinance does not have a direct impact on the proposed 2023 budget.

File Attachments for Item:

C. Ordinance 2022-11-1117 Amending WSMC 13.16.055 Sewer Rates

1. Presentation

2. Public Hearing

3. Discussion and Action



Department Head: _____

Clerk/Treasurer: *TR*

City Administrator: *TR*

Mayor: *JK*

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No

Meeting Date:

November 16, 2022

Agenda Item:

Ordinance 2022-11-1117, Amending WSMC 13.16.055

Revising Sewer Rates - Schedule

Presented By:

Jan Brending, Staff Assistant

Action Required

Adoption of Ordinance 2022-11-1117, Amending WSMC 13.16.055 Revising Sewer Rates – Schedule.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to adopt Ordinance 2022-11-1117, Amending WSMC 13.16.055 Revising Sewer Rates – Schedule and Providing for Severability and an Effective Date.

Explanation of Issue

The City of White Salmon has a current code (WSMC 13.16.055) that provides a table for the sewer monthly fees. The table provides for fees through 2022. The codes provide that unless the council takes specific action, the fees would increase by 3% (WSMC 13.16.055C).

The proposed Ordinance provides tables that cover 2023-2027. The fees for 2023-2027 are increased by 5%. WSMC 13.16.055C that provides for the 3% automatic fee adjustment is not modified in this proposed code change.

The proposed increases are needed to provide for operations and maintenance, debt service requirements, and future capital improvements in addition to holding funds in reserve for emergencies. The City of White Salmon not only has to provide funding for wastewater improvements within its' own system, it has to provide funding for wastewater improvements to lines in Bingen that primarily transmit White Salmon wastewater and to the treatment plant that is owned by the City of Bingen.

The City of White Salmon recently participated in such improvements which increased the life span of the treatment plant by another 20 years. This project required the City of White Salmon to assume 79% of the debt for the project (this is based on the number of ERUs White Salmon contributes to the treatment plant) and the city paid \$255,976.74 out-of-pocket towards the project expenses. In addition, in 2021 and 2022 there were two emergency repairs of wastewater lines that required funding – \$78,328.89 in 2021 and \$201,818.35 in 2022.

The city is planning on making improvements to the city's manholes related to its wastewater system. The first of these improvements (Jewett Blvd. Manholes) is estimated to cost \$200,000.

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 2023 budget for the wastewater system uses the proposed rate increases. The city needs to adopt rate increases prior to adopting the 2023 budget. If the city council desires to change the amount of rate increases, staff will need to evaluate the impacts on the proposed 2023 budget.

Recommendation of Staff/Committee

Staff recommends adoption of Ordinance 2022-11-1117 Amending WSMC 13.16.055 Revising Sewer Rates – Schedule and Providing for Severability and an Effective Date.

Follow Up Action

Provide information to the public prior to January 1, 2023 about the rates increases adopted by the city council via newsletters and the city's website.

**CITY OF WHITE SALMON
ORDINANCE NO. 2022-11-1117**

AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, AMENDING WHITE SALMON MUNICIPAL CODE 13.16.055 REVISING SEWER RATES - SCHEDULE AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the city council has reviewed the current rate schedule for monthly sewer fees and has determined that an increase in the rates is necessary to meet the operations and maintenance and capital improvement requirements; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON DO ORDAIN AS FOLLOWS: by the City Council of the City of White Salmon that the following amendments be made to White Salmon Municipal Code Chapter 13.16.055:

SECTION 1 – Amendment to WSMC 13.16.055

Section 13.16.055 is hereby amended to read:

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

13.16.055 Sewer rates—Schedule.

- A. The following sewer rate schedule shall apply to sewer users. As it is used herein the term "sewer users" shall mean anyone having paid a connection fee, regardless of whether sewage is being collected. All charges follow the property. Billing for new customers shall begin the month following payment of the connection fee.

Customer Class	2018	2019	2020	2021	2022
Residential—Inside	53.05	53.05	53.50	54.00	55.15
Residential—Outside	58.35	58.35	58.85	59.40	60.61
Commercial—Inside, Low Strength	53.05	54.00	56.00	58.00	62.00
Commercial—Inside, Low Strength, Volume, per 8,500 gallons over first 8,500 gallons	15.91	21.75	25.75	32.00	34.00
Commercial—Outside, Low Strength	58.35	59.40	61.60	63.80	68.20
Commercial—Outside, Low Strength, Volume, per 8,500 gallons over	17.50	23.92	28.32	35.20	37.40

first 8,500 gallons					
Commercial – Inside, Medium Strength	53.05	55.00	57.00	60.00	63.00
Commercial – Inside, Medium Strength, Volume, per 8,500 gallons over first 8,500 gallons	16.00	22.75	27.25	33.50	35.75
Commercial – Outside, Medium Strength	58.35	60.50	62.70	66.00	69.30
Commercial – Outside, Medium Strength, Volume, per 8,500 gallons over first 8,500 gallons	17.60	25.02	29.97	36.85	39.32
Commercial – Inside, High Strength	53.05	56.00	58.00	62.00	64.00
Commercial – Inside, High Strength, Volume, per 8,500 gallons over first 8,500 gallons	16.50	25.00	30.00	37.50	39.00
Commercial – Outside, High Strength	58.35	61.60	63.80	68.20	70.40
Commercial – Outside, High Strength, Volume, per 8,500 gallons over first 8,500 gallons	18.15	27.50	33.00	41.25	42.90

<u>Customer Class</u>	<u>2023</u>	<u>2024</u>	<u>2026</u>	<u>2026</u>	<u>2027</u>
<u>Residential - Inside</u>	<u>57.91</u>	<u>60.80</u>	<u>63.84</u>	<u>67.04</u>	<u>70.39</u>
<u>Residential - Outside</u>	<u>63.64</u>	<u>66.82</u>	<u>70.16</u>	<u>73.67</u>	<u>77.36</u>
<u>Commercial - Inside, Low Strength</u>	<u>65.10</u>	<u>68.36</u>	<u>71.77</u>	<u>75.36</u>	<u>79.13</u>
<u>Commercial - Inside, Low Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>35.70</u>	<u>37.49</u>	<u>39.36</u>	<u>41.33</u>	<u>43.39</u>
<u>Commercial - Outside, Low Strength</u>	<u>71.61</u>	<u>75.19</u>	<u>78.95</u>	<u>82.90</u>	<u>87.04</u>
<u>Commercial - Outside, Low Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>39.27</u>	<u>41.23</u>	<u>43.30</u>	<u>45.46</u>	<u>47.73</u>

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Amending WSMC 13.16.055
Sewer Rates - Schedule
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<u>Commercial - Inside, Medium Strength</u>	<u>66.15</u>	<u>69.46</u>	<u>72.93</u>	<u>76.58</u>	<u>80.41</u>
<u>Commercial - Inside, Medium Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>37.54</u>	<u>39.41</u>	<u>41.39</u>	<u>43.45</u>	<u>45.63</u>
<u>Commercial - Outside, Medium Strength</u>	<u>72.77</u>	<u>76.40</u>	<u>80.22</u>	<u>84.23</u>	<u>88.45</u>
<u>Commercial - Outside, Medium Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>41.29</u>	<u>43.35</u>	<u>45.52</u>	<u>47.79</u>	<u>50.18</u>
<u>Commercial - Inside, High Strength</u>	<u>67.20</u>	<u>70.56</u>	<u>74.09</u>	<u>77.79</u>	<u>81.68</u>
<u>Commercial - Inside, High Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>40.95</u>	<u>43.00</u>	<u>45.15</u>	<u>47.40</u>	<u>49.77</u>
<u>Commercial - Outside, High Strength</u>	<u>73.92</u>	<u>77.62</u>	<u>81.50</u>	<u>85.57</u>	<u>89.85</u>
<u>Commercial - Outside, High Strength, Volume, per 8,500 gallons over first 8,500 gallons</u>	<u>45.05</u>	<u>47.30</u>	<u>49.66</u>	<u>52.15</u>	<u>54.75</u>

Low Strength Ranges: BOD₅ 100 - 250 mg/L, TSS 100 - 250 mg/L, FOG 0 - 75 mg/L, pH 5.5 - 9 standard units and temperature that does not exceed 100 degrees Fahrenheit;

Medium Strength Ranges: BOD₅ 250 mg/L - 350 mg/L, TSS 250 - 350 mg/L, FOG 75 - 100 mg/L;

High Strength Ranges are herein defined as having strength of wastewater that is lower or exceeds the minimum/maximum ranges established in medium strength ranges.

(Note: All wastewater uses are subject to other applicable conditions establish by WSMC 13.12 as determined by the Public Works Director.)

Implementation of Strength Classifications. The following types of business activities shall be assigned Standard Industry Code ("SIC") classifications as indicated below:

Activity	Classification
Residential	SIC Low Strength

Hotel/motel without restaurant	SIC Low Strength
Hotel/motel with restaurant	SIC Medium Strength
Bed & breakfast	SIC Low Strength
Apartments	SIC Low Strength
Breweries	SIC High Strength
Brew pub	SIC Medium/High Strength
Restaurants/taverns full service	SIC Medium Strength
Fast food	SIC Medium/High Strength
Prepackaged servers	SIC Low/Medium Strength
Laundries	SIC Low/High Strength
Automotive repair	SIC Low Strength
Supermarkets with deli, bakery, etc.	SIC Medium/High Strength
Supermarkets without deli, bakery, etc.	SIC Medium Strength
Bakery	SIC Medium Strength
Convenience stores	SIC Low/Medium Strength
Canneries (food processors)	SIC High Strength
Convalescent homes	SIC Low Strength
Hospital	SIC Medium Strength
Doctor Office	SIC Low Strength
Office Buildings	SIC Low Strength

Each commercial and industrial account shall be assigned to a SIC by the Public Works Director based on a review of the wastewater discharges from each account. Classifications not address above shall be evaluated on an individual basis. The SIC shall be assigned to commercial and industrial accounts by February 1, 2019. From January 1, 2018 through January 31, 2019 all commercial and industrial accounts will be billed at the appropriate "Low Strength" rate.

School accounts (alternative school, elementary school, and high school/middle school) will be charged \$1 per registered student per month for sewer services or if the above Commercial - Low Strength base rate is higher than the \$1 charge per students the base rate for Commercial - Low Strength shall be used. The number of registered students per building(s)/account will be determined by the number of students registered January 1 of each year.

Residential ~~structures~~ properties with more than one residential unit (e.g. apartments, multi-plexes, accessory dwelling units) per meter will be charged the applicable base rate times the number of residential units. ~~Residential structures with accessory dwelling units will be charged additional rate based on 1/3 of the base fee.~~

Combination residential/commercial users shall be charged at the following rate, whichever is higher:

1. The monthly Residential rate, based on the location (inside or outside city), times the number of residential units; or

2. The monthly Commercial Low Strength rate, based on location (inside or outside city) plus volume rates.

B. Alternate approach to determination of rates. When the Public Works Director deems necessary, or when any sewer customer believes they have been assigned a Standard Industrial Code classification which is not appropriate, the sewer rate may be determined as follows and the customer shall pay the city a monthly fee based upon the actual use of the city wastewater treatment facility as measured by parameters which shall be determined in accordance with the following procedures:

1. Metering. The wastewater flow into the sewerage system will be metered at the point where the facility discharges wastewater into the city system. The cost of installation and maintenance of the meter shall be paid by the customer. The flow metering installation at the facility shall be calibrated quarterly and equipped with a totalizer. Daily maintenance by the facility shall include, at a minimum, a check of the primary element of the flow meter for obstructions and a visual check of all other elements of the installation for normal operation. A daily log shall be kept by the facility of all maintenance operations performed and any abnormalities observed shall be noted. The totalizer reading shall also be recorded daily in the log. At the end of each month, the average daily flow during the month shall be determined by using all the valid data collected during the month (total flow divided by days of operation).
2. BOD and Suspended Solids. The monitoring facility shall be equipped with an automatic liquid sampling device which shall be integrated with the flow-metering installation in such a manner that wastewater samples can be collected on a flow-weighted basis and stored. A composite sample shall be prepared weekly, as directed by the city, from all samples collected during a uniform 24-hour period. The BOD and TSS of each sample shall be determined and recorded in the log. At the end of each month, the average BOD and TSS during the month shall be determined by using all the valid data collected during the month. After a period of one year, the city may reduce the frequency of monitoring (provided there are no other constraints such as a Department of Ecology permit precluding less frequent monitoring).
3. Records. The facility shall maintain records of all information resulting from any monitoring activities. Such records for all samples shall include:
 - a. The date, exact place, method and time of sampling;
 - b. The names of persons taking the sample;
 - c. The date the analysis was done;
 - d. The names of persons doing the analysis;
 - e. The analytical techniques used;
 - f. The results of the analysis.

4. Calculation of Maintenance and Operation Expenses. The data collected shall be used by the city to calculate the share of the total maintenance and operation expenses which shall be charged to the facility. The method of calculation of maintenance and operation expenses to be charged shall be as follows:
 - a. Operations and maintenance charge to the facility during billing period = cost factor x monthly city treatment facility operations and maintenance cost.
 - b. Cost factor = $(V_f/V_c)(0.2 + 0.4 \text{ BOD}_f/\text{BOD}_c + 0.4 \text{ TSS}_f/\text{TSS}_c)$ where:
 V_f = Average daily wastewater flow (in gallons) from the facility during billing period.
 V_c = Average daily wastewater flow for the City of White Salmon wastewater treatment facility plant during billing period (gallons).
 BOD_f = Average daily five-day BOD concentration of wastewater from the facility during billing period.
 BOD_c = Average daily five-day BOD concentration of total plant wastewater during billing period.
 TSS_f = Average daily TSS concentration of wastewater from the facility during billing period.
 TSS_c = Average daily TSS concentration of wastewater of total plant during billing period.

5. Lab Testing. One set of BOD, FOG (fat, oil and grease), TSS (total suspended solids), VSS (volatile suspended solids) and pH tests will be required on a composite sample collected by the sewer customer on a weekly basis, or other tests and/or testing intervals as determined by the public works director, while the facility discharges to the city sewer system. Fees for the required tests shall be paid by the facility. The facility shall have all testing done by a lab that is certified by the Washington State Department of Ecology to perform the required analysis.

6. Operation. The city shall have free access to the facility and the records of operation and maintenance. The records of operation and maintenance shall be kept at the facility and shall be made available to the city during any site visit by the city. The city shall have access to the facility at reasonable hours without prior notice.

- C. All basic rates shall be subject to an automatic annual rate increase of three percent, beginning January 1, 2023, unless modified by city council prior to the adjustment date.

- D. The foregoing sewer rates based upon water usage do not include irrigation water, provided that irrigation water is separately metered.

SECTION 2 - SEVERABILITY.

If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a

court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 4 - EFFECTIVE DATE.

This ordinance shall be effective January 1, 2023.

PASSED in regular session this 16th day of November, 2022.

Marla Keethler, Mayor

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

E. Interlocal Agreement - Law Enforcement Services

1. Presentation

2. Discussion

3. Action

**2023-2025 INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR CITY OF BINGEN**

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, ~~2020~~ **2022**, by and between **THE CITY OF WHITE SALMON**, a municipal corporation of the State of Washington, hereinafter referred to as "White Salmon," and **THE CITY OF BINGEN**, a municipal corporation of the State of Washington, hereinafter referred to as "Bingen",

WITNESSETH:

WHEREAS, Bingen desires to contract with White Salmon, and its Police Department, hereinafter referred to as Bingen/White Salmon Police Department; to provide comprehensive law enforcement services within Bingen's corporate limits pursuant to terms and conditions below; and

WHEREAS, White Salmon, by and through the Bingen/White Salmon Police Department, wishes to perform law enforcement services for Bingen as set forth below; and

WHEREAS, such interlocal agreements are authorized by the provisions of RCW 39.34.010 et seq.;

NOW, THEREFORE,

1.0 Agreement to Provide Services

White Salmon, by and through its Chief of Police, agrees to provide law enforcement services for Bingen, within Bingen's corporate limits, which shall mean and include the delivery of the same quality and manner of service rendered by the Bingen-White Salmon Police Department ("BWSPD") within the City of White Salmon.

1.1 Customary Services

- a. Scope of Services. Unless otherwise specified and agreed to, the Bingen White Salmon Police Department shall deliver to the City of Bingen the same quality and manner of service rendered by the Bingen-White Salmon Police Department within the City of White Salmon in the areas of criminal law enforcement, and in response to emergency calls, routine patrols, investigation and enforcement of violations of the Washington State Criminal Code, Washington State Traffic Code as adopted by the City of Bingen, Bingen Criminal Codes or as otherwise agreed to within this contract; and as amended by addendum.
- b. Control. For the purpose of administering this contract, the Chief of Police shall have exclusive control of the Bingen-White Salmon Police Department's enforcement operations in the implementation of this contract. To ensure a

smooth transition and implementation of this contract, White Salmon's Mayor and appointed administration agree to meet, and confer, with Bingen's selected personnel on propositions that pertain to the level of service administered as provided for within this contract; and/or to deliberate new propositions as they would pertain to this contract. Upon initiating this agreement the parties agree to meet quarterly for the first year, and biannually every year after until this agreement is null and void. The Bingen Mayor and/or City Administrator may contact the Chief at anytime with concerns.

- c. Coverage. For the purpose of this section coverage shall mean; twenty-four (24) hour days, seven (7) days per week police coverage delivered in a manner as determined by Chief of Police. Law Enforcement services rendered shall be the same quality and manner as specified in section 1.1 (a) of this contract. Customary Law Enforcement coverage performed by the Bingen-White Salmon Police Department is;
 - 1. Active duty personnel twenty (20) hours per day, seven (7) days per week.
 - 2. On-call basis - four (4) hours per day, seven (7) days per week.
- d. Unforeseen Deficiency. In the event a temporary unforeseen deficiency in manpower, or other circumstances, interferes with the provisions established in section 1.1 (b) of this contract, Bingen's Mayor shall be notified as soon as reasonable possible. In the event a substantial unforeseen circumstance(s) which interfere with the provisions established in section 1.1 (b) of this contract, a prorated discount of the actual financial loss of service will be credited to the next billing cycle(s). In such cases Bingen's Mayor shall be notified immediately. For the purpose of this section, temporary shall mean no more than seven (7) days per month. Anything over 7 days is a substantial circumstance.

1.2 Enforcement of Non-Criminal and Non-Traffic Rules, Laws and Municipal Codes

The services provided for in this section are those services of non-criminal and non-traffic codes. White Salmon recognizes that criminal law enforcement services sometimes overlap with non-criminal and non-traffic services. In recognition of overlapping services the Bingen-White Salmon Police Department agrees to provide the following services as specified.

- a. Animal Control. Non-emergency calls will be referred to Bingen's contracted animal control. In the event animal control is not available the Bingen-White Salmon Police Department will respond based on officer's availability.
- b. Stopping, Standing or Parking Enforcement. The Bingen-White Salmon Police Department will provide enforcement of Bingen Municipal Code 10.14 Stopping, Standing or Parking Enforcement.

- c. The Bingen-White Salmon Police Department will provide enforcement, including the non-criminal and non-traffic provisions, of the following Bingen Municipal Codes: Chapter 8.16 Fireworks, Title 9 Peace, Morals and Welfare, and Title 10 Vehicles and Traffic, excluding section 10.05.

2.0 Payment

Basic Fee. As consideration for these services, Bingen shall pay White Salmon as follows:

- a. For the calendar year 2023, a percentage of the actual Bingen-White Salmon Police budget for 2023 split between Bingen and White Salmon based on “Monthly Activity Logs” for the past 12 months (August 1, 2021 through July 31, 2022 but no more than \$410,780 (31% of \$1,325,098)).

For the calendar years 2024 and 2025, the two cities agree to meet by September 30 of each year to discuss the proposed Bingen-White Salmon Police Department budget and review the percentage splits (using the “Monthly Activity Log’s for the past 12 months, August 1, 2022 through July 31, 2023 for the 2024 budget and August 1, 2023 through July 31, 2024 for the 2025 budget. An amendment, each year, to this interlocal agreement determining the maximum amount of the cost to Bingen will be executed based on the discussion.

~~For the calendar year 2021 \$345,487 (three hundred forty-five thousand four hundred eighty-seven dollars) 2023 a percentage of the actual Bingen-White Salmon Police Department budget split between Bingen and White Salmon based on “Monthly Activity Logs” for the past 12 months (August 2021 through July 2022) but no more than \$410,780 (31% of \$1,325,098) and for the calendar years 2024 and 2025 a percentage of the actual Bingen-White Salmon Police Department budget for those years as adopted by the White Salmon city council based on “Monthly Activity Logs” for the past 12 months (August 2022 through July 2023 and August 2023 through July 2024 respectively). If the increase in the total budget is more than 12% per year the two cities shall negotiate what is included in the budget. White Salmon shall provide Bingen, the maximum possible budget by September 30 of each year. 2022 \$345,487 (three hundred forty-five thousand four hundred eighty-seven dollars), plus an increase according to the following formula, as it appears in the Collective Bargaining Agreement for Uniformed Employees between the City of White Salmon for Police Officers and Sergeants for the period January 1, 2018 through December 31, 2020, as amended:~~

~~If the CPI is less than one percent (1%) for the year 2021, the contract price for 2022 shall increase one percent (1%);~~

~~If the CPI is more than one percent (1%) and less than four percent (4%) for the year 2021, the contract price for 2022 shall increase according to the increase of the CPI;~~

~~If the CPI is more than four percent (4%) for the year 2021, the contract price for 2022 shall increase four percent (4%).~~

- b. Beginning January 1st of each year of service the ~~warrants~~ checks shall be made payable to the City of White Salmon and be issued at the regularly scheduled Council meeting for the month in which the service is provided.

3.0 Term

- a. The duration of this agreement shall be for ~~two (2)~~ three (3) years beginning on January 1, ~~2021~~ 2023 and ending on December 31, ~~2022~~ 2025, unless sooner terminated by the written consent of both parties.
- b. Renewal of this contract shall be accomplished by ~~August 31, 2022~~ October 15, 2025. Thereafter, the parties shall have no obligation to negotiate a renewal of this contract.

4.0 Indemnification

- a. White Salmon Indemnification. White Salmon acknowledges that, pursuant to the terms of this contract, White Salmon is totally responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this contract. White Salmon assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless Bingen, its officers, officials and employees, from and against any and all liability which may accrue to or be sustained by Bingen, or its officers, officials and employees, on account of any claim, suit or legal action made or brought against Bingen for the death or injury to persons (including White Salmon's employees) or damage to property involving White Salmon, arising out of any act or omission of White Salmon or any White Salmon employee in the performance of services performed hereunder. This indemnification extends to the officials, officers and employees of Bingen and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of Bingen. This indemnification does not extend to injuries or damages caused by the sole negligence of Bingen.
- b. Bingen Indemnification. Bingen acknowledges that pursuant to the terms of this contract, Bingen is totally responsible for the acts or omissions of its own officials, officers and employees. Bingen assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless White Salmon, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by White Salmon on account of any claim,

suit or legal action made or brought against White Salmon or its officers, officials and employees, for the death or injury to persons (including Bingen's employees) or damage to property involving Bingen, arising out of any act or omission of Bingen or any Bingen employee in the performance of law enforcement services. This indemnification extends to the officials, officers and employees of White Salmon and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of White Salmon. This indemnification does not extend to injuries or damages caused by the sole negligence of White Salmon.

5.0 Authority.

The parties agree that for all intents and purposes except for Section 4.0 Indemnification above, the Chief of Police for White Salmon is also the Chief of Police for Bingen, and with respect to law enforcement, is bound to the inter-local agreements signed by White Salmon. While performing said services under this contract, the Bingen-White Salmon Police Department personnel shall have all authority granted to police personnel of a non-charter code city under the laws of the State of Washington.

6.0 Materials.

All material needed to perform law enforcement services as specified in section 1.0 and 1.1 of this contract, and the expense of performing said services, shall be provided and paid by White Salmon. Such material includes, but is not limited to, vehicles, weapons, communication facilities and such other supplies needed by a law enforcement agency to carry out its normal functions.

7.0 Bingen to Cooperate.

Bingen and White Salmon agree to fully cooperate with each other in the performance of this contract and to furnish each other with any information each city may require in the course of the performance of this contract.

8.0 Prosecution.

All citations or complaints for violations of municipal ordinances, including state statutes involving infractions, misdemeanors and gross misdemeanors shall be filed in the Bingen Municipal Court and shall be prosecuted by Bingen.

9.0 Insurance.

White Salmon shall provide and maintain police professional liability insurance coverage with limits adequate to cover all foreseeable errors and omissions, and shall provide a copy of said policy to Bingen for its review and approval.

10.0 Reports.

White Salmon will provide Bingen with activity reports on a monthly basis. Such reports shall include the number and types of reported complaints, the type and quantity of arrests made within Bingen and any other information relevant to reporting criminal activity within Bingen. The Bingen-White Salmon Police Department Chief shall notify the Bingen Mayor and/or Bingen City Administrator as soon as possible when any officer's action would jeopardize the public safety or integrity of the City of Bingen.

11.0 Equal Opportunity Employer.

White Salmon covenants that it is an equal opportunity employer and shall comply with all relevant laws regarding law enforcement personnel.

12.0 Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.

13.0 Modifications.

No changes or modifications to this contract shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

14.0 Attorney Fees.

If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.

15.0 Extraordinary Services.

The parties recognize that this contract is for the purpose of the Bingen-White Salmon Police Department providing law enforcement services to Bingen. The parties recognize that there may be certain circumstances or incidents in Bingen that require the use by the Bingen-White Salmon Police Department of exceptional and extraordinary resources. In recognition of these situations, Bingen agrees to pay for the actual exceptional and extraordinary resources rendered for such circumstances or incident. It is contemplated by the parties that such an incident or set of circumstances will likely be quite rare. The situation would require the use of exceptional or extraordinary resources for an extended period of time. Possible circumstances or incidents are too varied to be listed. However, an example used by analogy would be the law enforcement services contract between the City of Stevenson and Skamania County where once, in no more than the last twenty years, the County billed for extraordinary expenses incurred, which expenses were related

directly to preparing for and performing services at a protest demonstration at the Skamania Lodge.

16.0 Entity Providing Law Enforcement Services.

The City of White Salmon shall notify the City of Bingen as soon as possible if the City of White Salmon contemplates having another entity provide law enforcements for the Bingen-White Salmon Police Department including on a temporary basis.

17.0 Entire Contract.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

18.0 Choice of Venue.

This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in the Superior Court of Klickitat County.

19.0 Filing Requirements.

Copies of this contract shall be filed with the Bingen City Administrator and per RCW 39.34.040 the Klickitat County Auditor.

20.0 Effective Date of Contract.

This contract shall take effect on the date set forth in paragraph 3, above.

21.0 Interlocal Agreement Representations.

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on December 31, ~~2020~~ 2025 or sooner as provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable Bingen to contract with White Salmon for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.

- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The White Salmon City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or posted on each party's website.

IN WITNESS WHEREOF, White Salmon has caused this Contract to be duly executed on its behalf, and thereafter Bingen has caused the same to be duly executed on its behalf.

CITY OF BINGEN,
A Municipal Corporation,

CITY OF WHITE SALMON,
A Municipal Corporation,

By: _____
Catherine Kiewit, Mayor

By: _____
Marla Keethler, Mayor

Attest:

Attest:

By: _____
Krista Loney, City Clerk

By: _____
Stephanie Porter, City Clerk

Approved as to form only:

Approved:

CHRISTOPHER LANZ
City Attorney
City of Bingen

MICHAEL HEPNER
Chief
Bingen-White Salmon Police Dept.

KENNETH B. WOODRICH
City Attorney
City of White Salmon

File Attachments for Item:

F. Interlocal Agreement - Bingen ERUs

1. Presentation

2. Discussion

3. Action

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 \$15.25 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 2023, the parties agree that for each ERU billed for wastewater treatment and services, \$15.50 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, 2023 through December 31, 2023 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

 11/1/22
Catherine Kiewit, Mayor Date

CITY OF WHITE SALMON

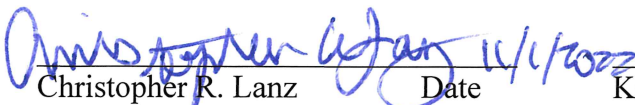
Marla Keethler, Mayor Date

ATTEST:

 11/1/22
Krista Loney, Administrator Date

Jan Brending, Clerk Date

Approved as to form:

 11/1/2022
Christopher R. Lanz Date
Bingen City Attorney

Kenneth Woodrich Date
White Salmon City Attorney