White Salmon City Council Meeting A G E N D A



December 17, 2025 – 6:00 PM 119 NE Church Ave and Zoom Teleconference Meeting ID: 895 1725 6106

Call In: 1 253 215 8782 US (Tacoma)

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

- A. Land Acknowledgement Statement
- B. Pledge of Allegiance
- II. Roll Call
- III. Additions or Corrections to the Agenda

IV. Public Comment

Any member of the public attending the meeting, in person or via Zoom, will have an opportunity to make general public comments. No registration is required, and each person is allowed 3 minutes to speak. You can also submit written comments by emailing them to erikac@whitesalmonwa.gov by Wednesday at 12:00 p.m. Comments will be included in the official record.

V. Presentations

- A. Recognition of Council Member Jason Hartmann
- B. Hood River-White Salmon Bridge Authority: Bridge Replacement Update
- C. Community Roots Wellness Hub
- D. City Highlights with the Mayor

VI. Consent Agenda

- A. Approval of Service Agreement Johnson Controls Fire Protection LP
- B. Approval of Leak Forgiveness 846 NW Loop Road
- C. Approval of Leak Forgiveness 1590 SW Kohl Drive
- D. Approval of Mayor Committee Appointments to the Wildfire Committee
- E. Change Order No. 2 Buck Creek Roof Replacement
- Emergency Small Works Contract Hurley Engineering, Amendment No. 1 (Emergency Pump Repair)
- G. Interagency Agreement Snow Plowing Services with Washington State Department of Natural Resources
- H. Interlocal Agreement Law Enforcement Services for City of Bingen
- I. Pay App No. 2 Slateco, LLC Buck Creek Roof Replacement Project
- J. Pay App No. 5 Ajax NW N Main/ Spring Street Improvements

- K. Resolution 2025-12-637 Recognition of Council Member Jason Hartmann
- L. Approval of Vouchers

VII. Public Hearing

- A. Ordinance 2025-02-1174 Land Use Fee Schedule
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion
 - 4. Action

VIII. Business Items

- A. Ordinance 2025-11-1184 Adopting the Annual Budget for Fiscal Year ending December 31, 2026
 - 1. Presentation
 - 2. Discussion
 - 3. Action
- B. 2026 Legislative Priorities
 - 1. Presentation
 - 2. Discussion
 - 3. Action

IX. Reports and Communications

- A. Department Head Reports
- B. Council Member Reports
- X. Executive Session (if needed)
- XI. Adjournment

File Attachments for Item:

B. Hood River–White Salmon Bridge Authority: Bridge Replacement Update



BUILDING A BETTER BRIDGE

The Hood River-White Salmon Bridge Replacement Project is working to replace the 101-year-old bridge spanning the Columbia River between Hood River, OR and White Salmon, WA. Built in 1924, the existing bridge is outdated, unsafe and costly to maintain.

HIGHLIGHTS OF THE NEW BRIDGE INCLUDE:



A SAFER, MODERN STRUCTURE.

Wider lanes and deeper foundations will provide a safer connection from Hood River to White Salmon and Bingen.



NEW CONNECTIONS FOR BICYCLES AND PEDESTRIANS.

The current bridge only accommodates vehicles. The new structure will provide safe, protected access to bicycles and pedestrians.



IMPROVED MARINE NAVIGATION.

A new 450-foot navigational channel, which is 200 feet wider than the current one, will allow safer passage for vessels.

With recent federal approval and state funding secured, the project is entering 2026 with strong momentum. Led by the Hood River-White Salmon Bridge Authority, HNTB, and Kiewit Infrastructure West, the project team has begun final design and is seeking the final federal investment needed to advance into construction in 2027.

WHAT'S NEXT IN 2026

SITE EXPLORATIONS:

Crews are collecting soil samples at the locations of the new bridge piers to ensure they understand ground conditions.

DESIGN PROGRESS:

The team is targeting the 60% design milestone in summer 2026 and expects to complete final design by spring 2027. We'll continue to share new details about the design as it progresses.

ACTION PLAN COMPLETION:

Supported by a federal grant, the cities of Hood River, White Salmon, and Bingen are working with the project to finalize the Active Transportation and Safety Action Plan. This plan will guide future funding efforts for bicycle and pedestrian connections on both sides of the river.

// PROJECT TIMELINE

2017

Project launches with \$5M Oregon funding.

2022

HNTB selected as owner's representative.

SUMMER 2023

Hood River-White Salmon Bridge Authority assumes leadership of the project.

SPRING 2024

Kiewit Infrastructure West selected as progressive design-build contractor.

SUMMER 2024

Washington and Oregon legislatures commit \$75M and \$20M respectively.

Project receives federal biological opinion.

SUMMER 2025

Washington and Oregon legislatures commit full state funding match (\$125M total each).

FALL 2025

Design contract executed with Kiewit.

Final EIS/Record of Decision complete.

SPRING 2027

Design complete.

FALL 2027

Construction begins.

2028-2030

Construction continues.

2031

Construction complete; new bridge opens.

Old bridge demolition begins.

Old bridge demolition complete.

PROJECT FUNDING, in millions

STATE FUNDING

\$250M in state match (\$125M each from WA & OR)



LOCAL FUNDING

\$105M toll-backed TIFIA loan in process



INITIAL FEDERAL FUNDING

\$200M INFRA grant



REMAINING FEDERAL FUNDING

\$532M Bridge Investment Program request

The funding plan meets all BIP program criteria and is consistent with federal match requirements.

PROJECT COST, in millions



Planning: \$28 Design: \$85 Demo: \$102

Construction: \$717

Total: \$1,120

PROJECT TEAM & **PARTNERS**











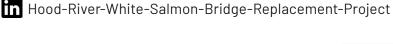




LEARN MORE: HoodRiverBridge.org

















CONSTRUYENDO UN PUENTE MEJOR

El Proyecto de Reemplazo del Puente Hood River-White Salmon trabaja para reemplazar el puente de más de 100 años que cruza el río Columbia entre Hood River, Oregón, y White Salmon, Washington. Construido en 1924, el puente actual está obsoleto, es inseguro y costoso de mantener.

ASPECTOS DESTACADOS DEL NUEVO PUENTE:



UNA ESTRUCTURA MODERNA Y MÁS SEGURA.

Carriles más amplios y cimientos más profundos proporcionarán una conexión más segura entre Hood River, White Salmon y Bingen.



NUEVAS CONEXIONES PARA BICICLETAS Y PEATONES.

El puente actual solo permite vehículos. La nueva estructura ofrecerá acceso seguro y protegido para bicicletas y peatones.



MEJOR NAVEGACIÓN MARÍTIMA.

Un nuevo canal de navegación de 450 pies, que es 200 pies más ancho que el actual, permitirá un paso más seguro para embarcaciones.

Con la reciente aprobación federal y el financiamiento estatal asegurado, el proyecto avanza con gran impulso. Liderado por la Autoridad del Puente Hood River-White Salmon, HNTB y Kiewit Infrastructure West, el equipo del proyecto ha comenzado el diseño final y busca la inversión federal necesaria para avanzar a la construcción en 2027.

PRÓXIMOS PASOS EN 2026

EXPLORACIONES DEL SITIO:

Los equipos están recolectando muestras de suelo en las ubicaciones de los nuevos pilares del puente para comprender las condiciones del terreno.

AVANCES EN EL DISEÑO:

El equipo tiene como objetivo alcanzar el hito del 60 % del diseño en el verano de 2026 y completar el diseño final en la primavera de 2027. Continuaremos compartiendo nuevos detalles sobre el diseño a medida que avance.

FINALIZACIÓN DEL PLAN DE ACCIÓN:

Con el apoyo de una subvención federal, las ciudades de Hood River, White Salmon y Bingen trabajan junto al proyecto para finalizar el Plan de Acción para el Transporte Activo y la Seguridad. Este plan guiará los futuros esfuerzos de financiamiento para las conexiones peatonales y ciclistas en ambos lados del río.

// CRONOGRAMA DEL PROYECTO

2017

El proyecto inicia con \$5 millones de financiamiento de Oregón.

2022

HNTB seleccionada como representante del propietario.

VERANO 2023

La Autoridad del Puente Hood River-White Salmon asume el liderazgo del proyecto.

PRIMAVERA 2024

Kiewit Infrastructure West seleccionada como contratista de diseño y construcción progresiva.

VERANO 2024

Las legislaturas de Washington y Oregón comprometen \$75 millones v \$20 millones respectivamente.

El proyecto recibe opinión biológica federal.

VERANO 2025

Las legislaturas de Washington y Oregón comprometen el financiamiento estatal completo (\$125 millones cada uno)

OTOÑO 2025

Contrato de diseño ejecutado con Kiewit.

Declaración final de impacto ambiental y registro de decisión completados.

PRIMAVERA 2027

Diseño completo.

OTOÑO 2027

Comienza la construcción.

2028-2030

Continúa la construcción.

CONSTRUCCIÓN

Construcción completa; apertura del nuevo puente.

Comienza la demolición del puente antiguo.

Demolición del puente antiguo completada.

FINANCIAMIENTO DEL PROYECTO, (en millones)



FINANCIAMIENTO ESTATAL \$250 millones en aportación estatal (\$125 millones cada uno de WA y OR)



FINANCIAMIENTO LOCAL \$105 millones en préstamo TIFIA respaldado por peajes en proceso



FINANCIAMIENTO FEDERAL INICIAL

\$200 millones subvención INFRA



FINANCIAMIENTO FEDERAL RESTANTE \$532 millones solicitados al Programa de Inversión en Puentes

El plan de financiamiento cumple con todos los criterios del programa BIP y es consistente con los requisitos federales de aportación.

COSTO DEL PROYECTO, (en millones)



Contingencia:

Planificación: \$28 Diseño: \$85 Demolición: \$102

Construcción: \$717

Total: \$1,120

PROJECT TEAM & **PARTNERS**













MÁS INFORMACIÓN: HoodRiverBridge.org





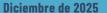


in Hood-River-White-Salmon-Bridge-Replacement-Project











Hood River-White Salmon Bridge Replacement

Reemplazo del Puente Hood River-White Salmon

December 17, 2025

17 de diciembre de 2025





An urgent need

Una necesidad urgente

Current bridge deficiencies:

- Built in 1924
- Sufficiency rating 7 of 100
- Narrow lanes, no shoulders, no access for bikes or pedestrians
- Challenging marine navigation
- Costly to maintain
- Frequently closed due to traffic incidents or repairs

Deficiencias actuales del puente:

- Construido en 1924
- Índice de suficiencia: 7 de 100
- Carriles estrechos, sin acotamientos, sin acceso para bicicletas o peatones
- Navegación marítima complicada
- Costoso de mantener
- Frecuentemente cerrado por incidentes de tráfico o reparaciones



What the new bridge gets us

Lo que nos ofrece el nuevo puente





- Wider lanes and new shoulders
- New bike and pedestrian access
- Improved river navigation
- Engineered for seismic safety



Beneficios de seguridad

- Carriles más anchos y nuevos acotamientos
- Nuevo acceso para bicicletas y peatones
- Mejora en la navegación fluvial
- Diseñado para seguridad sísmica

What the new bridge gets us

Lo que nos ofrece el nuevo puente

Economic benefits

- Secures vital link between farms, factories and global supply chains
- Supports freight and marine traffic
- Boosts small business and tourism access
- Creates jobs and strengthens local workforce

Beneficios económicos

- Asegura un vínculo vital entre granjas, fábricas y cadenas de suministro globales
- Apoya el tráfico de carga y marítimo
- Impulsa el acceso para pequeñas empresas y turismo
- Genera empleos y fortalece la fuerza laboral local





Building momentum

Impulsando el progreso

Current focus Enfoque actual



FINAL DESIGN UNDERWAY

DISEÑO FINAL EN CURSO



FEDERAL RECORD OF DECISION

DECISIÓN FEDERAL REGISTRADA



APPLICATIONS FOR FINAL FEDERAL FUNDING UNDER REVIEW BY USDOT

SOLICITUDES DE FINANCIAMIENTO FEDERAL FINAL EN REVISIÓN POR USDOT

Project cost (in millions) Costo del proyecto (en millones)



Project funding (in millions) Financiamiento del proyecto (en millones)



STATE FUNDING

\$250M in state match (\$125M each from WA & OR) FINANCIAMIENTO ESTATAL

\$250 millones en aportación estatal (\$125 millones cada uno de WA y OR)



LOCAL FUNDING

\$105M toll-backed TIFIA loan in process FINANCIAMIENTO LOCAL

Préstamo TIFIA respaldado por peajes de \$105 millones en proceso



INITIAL FEDERAL FUNDING

\$200M INFRA grant

FINANCIAMIENTO FEDERAL INICIAL
Subvención INFRA de \$200 millones



REMAINING FEDERAL FUNDING

\$532M Bridge Investment Program request

FINANCIAMIENTO FEDERAL PENDIENTE

Solicitud al Programa de Inversión en Puentes por \$532 millones

Project timeline: 2026-2027

 2026
 2027
 2028
 2029
 2030
 2031

- Through February 2026: Drilling work at pier locations
 - Hasta febrero 2026: Trabajo de perforación en ubicaciones de pilares
- July 2026: 60% design milestone
 - Julio 2026: Hito del diseño al 60%
- Spring 2027: Final design complete
 - o Primavera 2027: Diseño final completo
- Fall 2027: Construction begins
 - Otoño 2027: Comienza la construcción



The Port Mann Bridge in Vancouver, B.C., which was built by Kiewit. *El Puente Port Mann en Vancouver, B.C., que fue construido por Kiewit.*

Project timeline: 2028-2031

2026

2027Construction begins

2028

2029

2030

2031

Open to traffic Demolition

ONGOING CONSTRUCTION STARTS INICIO DE CONSTRUCCIÓN EN CURSO

- Construction starts in (La construcción comienza) October 2027
- Foundations (*Cimientos*): Oct. 2027
- Substructure (Subestructura):
 - Footings (*Zapatas*): March 2028
 - Columns and caps (Columnas y cabezales): Aug. 2028
- Superstructure (Superestructura): Dec. 2028
- Roundabout (Glorieta): Feb. 2030

Bridge open to traffic: May 2031

Puente abierto al tráfico: Mayo 2031



Demolition of the existing bridge is will begin at the end of 2031. La demolición del puente existente comenzará a finales de 2031.



Contact Information Información de contacto

Michael Shannon, Project Director (Director del Proyecto)

425-577-8071

mwshannon@HNTB.com

Follow us on social media!

¡Síganos en redes sociales!

@hoodriverbridge





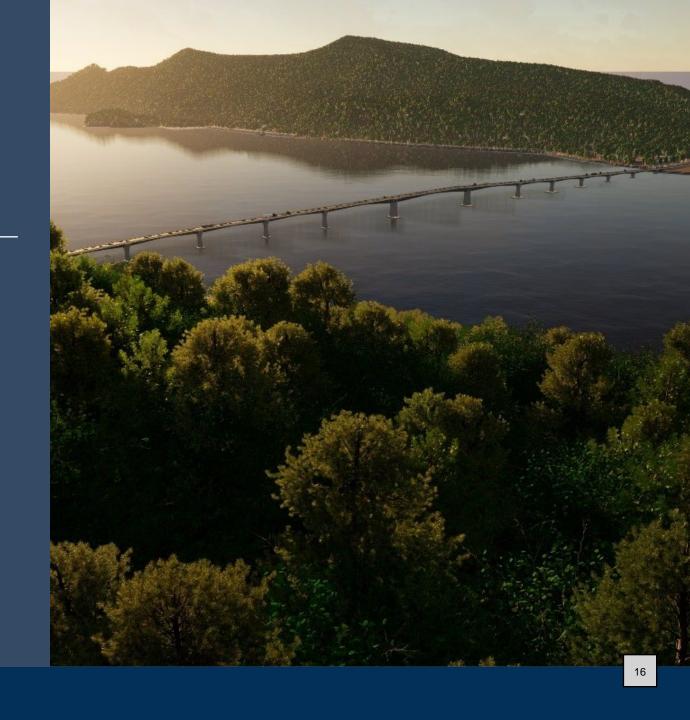




Visit the project website and sign up for updates

Visite el sitio web del proyecto y suscríbase para recibir actualizaciones

hoodriverbridge.org



File Attachments for Item:

A. Approval of Service Agreement - Johnson Controls Fire Protection LP



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: Yes, Completed Meeting Date: 12/17/2025

Agenda Item: Approval of Service Agreement with Johnson Controls Fire

Protection LP

Presented By: Chris True, PW Director

Action Required:

Approval of Service agreement with Johnson Controls Fire Protection.

Motion for Business Item / Proposed Motion for Consent Agenda:

Approval of Service agreement with Johnson Controls Fire Protection not to exceed \$4,396.56.

Explanation of Issue:

This Agreement is for maintenance of all City owned Fire Extinguishers (except police they have their own agreement) Fire alarm system including fire alarm control board, wet sprinkler system and dry sprinkler system for Public Works shop/Council Chambers and WKRFA.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This work is paid for with funds across all PW budgets.

Recommendation of Staff/Committee:

Approval of Service agreement with Johnson Controls Fire Protection not to exceed \$4,396.56.

City of White Salmon

Planned Service Agreement



Johnson Controls Fire Protection LP 14200 E Exposition Ave Aurora CO80012-2540 USA Proposal Presented On: 11-24-2025





Customer #: 2169169 City of White Salmon Date: 24-Nov-25

Proposal #: CPQ-1120547
Term: 1-Feb-26 to 31-Jan-27
External Contract #: 25996672 R01-

SEP-2025

Subscription ERP #:

Billing Customer:City of White Salmon 220 NE Tohomish St

White Salmon, WA 98672-1149

Service Location: City of White Salmon 220 NE Tohomish St, White Salmon, WA 98672-1928 Johnson Controls Fire Protection LP Sales Representative: Casey Meadows 14200 E Exposition Ave Aurora CO 80012-2540 casey.meadows@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION QUANTITY

FREQUENCY

INVESTMENT

SYSTEM-EX-EXTINGUISHERS

EXTINGUISHERS/PORTABLES SYSTEM Est. First Inspection: July

EXTINGUISHER ESSENTIAL SERVICE

SYSTEM-FA-PYRO-XLS

PYRO/SIEMENS FIRE ALARM SYSTEM Est. First Inspection: July

XLS

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM Est. First Inspection: July

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-DRY SPRINKLER

DRY SPRINKLER SYSTEM Est. First Inspection: July



SPRINKLER ESSENTIAL SERVICE OFFER

Subtotal Contract Value (less tax): \$4,139.00 Total Estimated Tax: \$257.56 Total Contract Value with Estimated Tax: \$4,396.56

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of White Salmon** and is effective **1-Feb-26** (the "Effective Date") to **31-Jan-27** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signatu	re :	
Date	:	
		-

PAYMENT TERMS:

Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$4,139.00 - Proposal #: CPQ-1120547

PAYMENT SUMMARY:

Year	PSA Charges		
1	\$4,139.00		

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Mail (USPS), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer details will be forth coming upon contractual agreement.						
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.						
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:						
PO is required to facilitate billing: NO: This signed contract satisfies requirement YES: Please reference this PO Number:						
Invoices are accepted via mail: Please provide d	lesired mailing address :					
City of White Salmon	Johnson Controls Fire Protection LP					
Signature:	Authorized Signature:					
Print Name:	Print Name:					
Title:	Title:					
Phone #:	Phone #:					
Fax #:	Fax #:					
Email:	License #: (if applicable)					
Date:	Date:					



Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("Covered Equipment"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("Laws"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer;



or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance



We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure



We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at https://www.johnsoncontrols.com/techterms. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at https://www.johnsoncontrols.com/privacy. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

File Attachments for Item:

B. Approval of Leak Forgiveness - 846 NW Loop Road



COUNCIL REPORT

Business Item		Consent Agenda
---------------	--	----------------

Needs Legal Review: No

Meeting Date: December 17, 2025

Agenda Item: Consent Agenda, 846 NW Loop Road Leak Credit

Presented By: Jennifer Neil, Director of Finance

Action Required:

Approval of Leak Credit request for 846 NW Loop Road in the amount of \$581.46.

Motion for Business Item / Proposed Motion for Consent Agenda:

Move to approve the leak credit request for 846 NW Loop Road in the amount of \$581.46.

Background of Issue:

Customer submitted a request for leak credit on November 7, 2025. This was due to a leak that had happened on their property at 846 NW Loop Road during October 2025.

Explanation of Issue:

Water leak was due to a pipe fitting being cracked due to ground settling.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted budget contains funds for this purpose.

Recommendation of Staff/Committee:

Staff recommend that the City Council authorize Jennifer Neil as Director of Finance to sign the Leak Credit Request.

Follow Up Action:

No follow-up action is required.

Customer Name:

Account Number:

Service Address: 846 NW Loop Road

Facts:

- 1. The city currently reads meters every month. The meter for this account was read in the first week of **November 2025** and covers water usage for **October 2025**. The meter reading showed that **130,000** gallons of water had been used for the time period. The property owner was notified by letter of high usage compared to the same time period in **2024** and that at the meter reading water had been running continuously through the meter for a 24-hour period.
- The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated November 7, 2025.
- 3. The property owner stated in the request that the leak was caused by "fitting pipe, ground settling caused pipe to crack".
- 4. The property owner stated in the request that the leak was fixed by "Pronto **Plumbing replacing back section of pipe**".
- 5. City of White Salmon Public Works staff verified by reading the meter on **November 12, 2025**, that the meter no longer shows a leak is occurring on the property.

White Salmon Municipal Code 13.06.048 states:

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, pipping or devise being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.
- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
- D. Failure by the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
- E. Depending on the age, condition or type of plumbing being repaired, the city reserves the right to require replacement of plumbing to be considered ineligible for the leak forgiveness program.

- F. Irrigation water meter accounts are not eligible for the leak forgiveness program.
- 1. The property owner became aware of the leak "City contact them".
- 2. The leak reduction request included an invoice from Pronto Plumbing stating "repaired broken PVC water main with pex".
- 3. The total water usage that went through the meter was **130,000** gallons.

Water Usage Billing History

Water Osage	Water	·				Sewer		
	Usage	Water	Water	Water	Sewer	Overage	Other	Total
Date	Gallons	Base	usage	Surcharge	Basic	Charges	Changes	Bill
10/30/2024	3,000	78.09	4.23	6.25	0	0	0	88.57
11/26/2024	3,000	78.09	4.23	6.25	0	0	0	88.57
12/30/2024	2,000	78.09	2.82	6.25	0	0	0	87.16
01/30/2025	2,000	84.33	2.82	6.25	0	0	0	93.40
02/27/2025	3,000	84.33	4.59	6.25	0	0	0	95.17
03/28/2025	2,000	84.33	3.06	6.25	0	0	0	93.64
04/29/2025	2,000	84.33	3.06	6.25	0	0	0	93.64
05/29/2025	2,000	84.33	3.06	6.25	0	0	0	93.64
06/27/2025	3,000	84.33	4.59	6.25	0	0	0	95.17
07/30/2025	7,000	84.33	15.37	6.25	0	0	0	105.95
08/28/2025	7,000	84.33	15.37	6.25	0	0	0	105.95
09/29/2025	7,000	84.33	15.37	6.25	0	0	0	105.95
10/30/2025	2,000	84.33	3.06	6.25	0	0	0	93.64
11/25/2025	130,000	84.33	1,167.50	6.25	0	0	0	1,258.08

White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water (and sewer for businesses) charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment is calculated as follows:

November 2024 billed usage.

$$$4.59 = (3*1.53)$$

November 2025 billed usage.

$$$1,167.50 = (5*1.53) + (10*3.86) + (115*9.75)$$

Total:

$$1,167.50 - 4.59 = 1162.91/2 = 581.46$$

The reduction in water consumption charges would be \$581.46.

Decision:
The Leak Adjustment Request submitted by is approved in the amount of \$581.46
towards water consumption. Was approved by city council on
Dates this 17 th day of December 2025
I '(C M 'I D'
Jennifer Neil, Director of Finance

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee by requesting the form from City Hall.

File Attachments for Item:

C. Approval of Leak Forgiveness - 1590 SW Kohl Drive



COUNCIL REPORT

🔲 Business Item 🔀 Consent Agenda

Needs Legal Review: No

Meeting Date: December 17, 2025

Agenda Item: Consent Agenda, 1590 SW Kohl Drive Leak Credit

Presented By: Jennifer Neil, Director of Finance

Action Required:

Approval of Leak Credit request for 1590 SW Kohl Drive in the amount of \$950.08.

Motion for Business Item / Proposed Motion for Consent Agenda:

Move to approve the leak credit request for 1590 SW Kohl Drive in the amount of \$950.08.

Background of Issue:

Customer submitted a request for leak credit on December 2, 2025. This was due to a leak that had happened on their property 1590 SW Kohl Drive during September and October 2025. Due to the location of the leak, it took time to locate the leak.

Explanation of Issue:

Water leak was located in a prairie field that had been capped in the past, the cap had cracked and started to leak.

Council Options:

City Council has the following options available at this time:

- 1. Accept the Staff Recommendation and approve the Leak Credit Request.
- 2. Revise the Staff Recommendation and disapprove the Leak Credit Request.
- 3. Other action as may be desired by the City Council.
- Refer this issue back to staff for further work.
- Take no action on this matter.

Fiscal Analysis:

The adopted budget contains funds for this purpose.

Recommendation of Staff/Committee:

Staff recommend that the City Council authorize Jennifer Neil as Director of Finance to sign the Leak Credit Request.

Follow Up Action:

No follow-up action is required.

Customer Name:

Account Number:

Service Address: 1590 SW Kohl Drive

Facts:

- The city currently reads meters every month. The meter for this account was read the first week of October and
 November 2025 and covers water usage for September and October 2025. The meter reading showed that 218,000
 gallons of water had been used for the time period. The property owner was notified by letter of high usage
 compared to the same time period in 2024 and that at the meter reading water had been running continuously
 through the meter for a 24-hour period.
- The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated December 2, 2025.
- 3. The property owner stated in the request that the leak was caused by "an unused water pipe buried in the prairie that had been capped in the past, the cap cracked and the leak started".
- 4. The property owner stated in the request that the leak was fixed by "Gorge Dirt Works, Dayne & his crew, did the dipping and repair".
- 5. City of White Salmon Public Works staff verified by reading the meter on **December 3, 2025**, that the meter no longer shows a leak is occurring on the property.

White Salmon Municipal Code 13.06.048 states:

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, pipping or devise being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.
- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
- D. Failure by the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
- E. Depending on the age, condition or type of plumbing being repaired, the city reserves the right to require replacement of plumbing to be considered ineligible for the leak forgiveness program.
- F. Irrigation water meter accounts are not eligible for the leak forgiveness program.

100 North Main Street, PO Box 2139 White Salmon WA 98672, Website: whitesalmonwa.gov Office: (509) 493-1133

- 1. The property owner became aware of the leak "I was driving out on my road & noticed water in the prairie".
- 2. The leak reduction request didn't include an invoice from **Gorge Dirt Works**.
- 3. The total water usage that went through the meter was **218,000** gallons.

Water Usage Billing History

vvacer esage	Water					Sewer		
	Usage	Water	Water	Water	Sewer	Overage	Other	Total
Date	Gallons	Base	usage	Surcharge	Basic	Charges	Changes	Bill
10/30/2024	4,000	78.09	5.64	6.25	0	0	0	89.98
11/26/2024	8,000	78.09	17.79	6.25	0	0	0	102.13
12/30/2024	0	78.09	0	6.25	0	0	0	84.34
01/29/2025	2,000	84.33	2.82	6.25	0	0	0	93.40
02/30/2025	0	84.33	0	6.25	0	0	0	90.58
03/30/2025	0	84.33	0	6.25	0	0	0	90.58
04/29/2025	0	84.33	0	6.25	0	0	0	90.58
05/30/2025	0	84.33	0	6.25	0	0	0	90.58
06/29/2025	15,000	84.33	46.25	6.25	0	0	0	136.83
07/29/2025	21,000	84.33	104.75	6.25	0	0	0	195.33
08/30/2025	30,000	84.33	192.50	6.25	0	0	0	283.08
09/27/2025	24,000	84.33	134.00	6.25	0	0	0	224.58
10/30/2025	101,000	84.33	884.75	6.25	0	0	0	975.33
11/25/2025	117,000	84.33	1,040.75	6.25	0	0	0	1,131.33
12/30/2025	0	84.33	0	6.25	0	0	0	90.58

White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water (and sewer for businesses) charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment is calculated as follows:

October 2024 billed usage.

$$$6.12 = (4*1.53)$$

October 2025 billed usage.

$$$884.75 = (5*1.53) + (10*3.86) + (86*9.75)$$

Total:

$$$884.75 - $6.12 = $878.63 / 2 = $439.32$$

November 2024 billed usage.

$$$19.23 = (5*1.53) + (3*3.86)$$

November 2025 billed usage.

$$1,040.75 = (5*1.53) + (10*3.86) + (102*9.75)$$

Total:

$$1,040.75 - 19.23 = 1,021.52 / 2 = 510.76$$

The reduction in water consumption charges would be \$950.08.

Decision:	
The Leak Adjustment Request submitted by	is approved in the amount of \$950.08 towards
water consumption. Approved by City Council on	•
Dates this 17 th day of December 2025	
Jennifer Neil Finance Director	

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee by requesting the form from City Hall.

File Attachments for It	tem:
-------------------------	------

D. Approval of Mayor Committee Appointments to the Wildfire Committee



COUNCIL REPORT

Business Item X Consent Agenda

Needs Legal Review: No

Meeting Date: December 17, 2025

Agenda Item: Appointments to the Wildfire and Emergency

Preparedness Committee

Presented By: Marla Keethler, Mayor

Action Required:

Confirm initial appointments to the Wildfire and Emergency Preparedness Committee

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to confirm the Mayor's appointments to the Wildfire and Emergency Preparedness Committee as presented.

Explanation of Issue:

In July 2025, City Council adopted Resolution 2025-07-627 establishing the Wildfire and Emergency Preparedness Committee as an advisory body to enhance community resilience, promote public education, and strengthen regional coordination in emergency planning. The resolution anticipated a committee composed of 13–15 members, including White Salmon residents and representatives from relevant public agencies.

This agenda item represents the first set of appointments to begin seating the Committee. These initial appointments include citizen members and representatives from regional partner agencies with direct roles in wildfire response, public health, emergency management, and community preparedness. Outreach to additional residents and partner agencies is ongoing, with the expectation that the Committee will be fully appointed and begin regular meetings in early 2026.

Appointments:

The Mayor recommends confirmation of the following initial appointments to the Wildfire and Emergency Preparedness Committee:

Citizen Members (White Salmon Residents):

- Mike Gibbens
- Hope Frank

Agency & Community Representatives:

- Josh Shelton Skyline Public Hospital
- Alison Martin Washington State Department of Natural Resources
- Chief Wes Long West Klickitat Regional Fire Authority
- Jeff King Klickitat County Emergency Management

• Jesse Bryan — White Salmon Valley School District

These appointments are consistent with the membership categories and intent outlined in Resolution 2025-07-627.

Council Options:

City Council has the following options available at this time:

- 1. Confirm the recommended appointments.
- 2. Modify the proposed appointments.
- 3. Defer action and request additional information.
- 4. Other action as desired by council.

Fiscal Analysis:

There is no direct fiscal impact associated with confirming these appointments. Committee members serve in an advisory capacity. Any future recommendations with fiscal implications would be brought forward to City Council for consideration through a separate action.

Diversity Equity Inclusion & Stakeholder Analysis:

The Wildfire and Emergency Preparedness Committee was intentionally structured to include both resident voices and institutional partners, recognizing that wildfire and emergency risks disproportionately impact rural communities, vulnerable populations, and those with limited access to resources.

The initial appointments reflect community representation and technical expertise, supporting inclusive engagement, cross-jurisdictional coordination, and equitable access to preparedness information and resources. Additional outreach remains ongoing to ensure broad community participation.

Policy & Plan Implications:

Confirming these appointments implements Resolution 2025-07-627 and advances the City's goals related to emergency preparedness, wildfire resilience, public education, and regional collaboration. The Committee will operate in coordination with City and Klickitat County emergency management structures and other existing plans and interlocal agreements.

Recommendation of Staff/Committee:

It is recommended that City Council confirm the Mayor's initial appointments to the Wildfire and Emergency Preparedness Committee as presented, allowing the Committee to begin organizing and preparing for regular meetings in early 2026 while additional members are recruited.

File Attachments for Item:

E. Change Order No. 2 - Buck Creek Roof Replacement



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: No, Not Necessary Meeting Date: December 17, 2025

Agenda Item: Change Order No. 2- Slateco, LLC Buck Creek Roof

Replacement Project

Presented By: Chris True, PWD

Action Required:

Approval of Change Order No. 2- Slateco, LLC Buck Creek Roof Replacement Project not to exceed \$13,233.25.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Change Order No. 2- Slateco, LLC Buck Creek Roof Replacement Project not to exceed \$13,233.25.

Explanation of Issue:

This change order is to address the following item:

- 1. To enhance resiliency and create redundancy at the Buck Creek Water Treatment Plant, The City requested that the Contractor reinstall the existing low-voltage lighting system and install two (2) 20-amp, 120-volt generator inlets on the exterior of the building for connection to the designed 120-volt lighting system. The cost for this additional work is based on an agreed-upon lump sum price of \$8,510.00 plus sales tax. The added cost includes all materials, all labor, and equipment required to complete the additional work. Two (2) additional days are added to the contract for the work.
- 2. Due to staffing issues, The City has requested that the Contractor provide labor for scraping the existing sand that will remain in the slow sand filter bay. This work was originally anticipated to be completed by the Owner and was not included in the contract documents. The cost for this additional work is based on an agreed-upon lump sum price of \$3,800.00 plus sales tax. The added cost includes all labor and equipment required to complete the additional work. Four (4) additional contract days are added to the contract for the work.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This project is funded with a loan and Grant from Public Works Board.

Policy & Plan Implications:

This project is represented in the Water System Plan (WSP).

Recommendation of Staff/Committee:

Staff recommends approval of Change Order No. 2- Slateco, LLC Buck Creek Roof Replacement Project not to exceed \$13,233.25.

CHANGE ORDER

Change Order No.:	2
-------------------	---

Date of Issuance: December 10, 2025

Owner: City of White Salmon, Washington

Contractor: Slateco, LLC

Engineer: Anderson Perry & Associates, Inc.

Project: Buck Creek Water Treatment Plant Roof Improvements

The Contract is modified as follows upon execution of this Change Order:

•	tion of Changes mental description, Plans and Specifications attached, as applicable)	DECREASE in Contract Price	INCREASE in Contract Price
2-1	Additional Electrical Work - LS		\$8,510.00
2-2	Scraping of Sand Prior to Replacement - LS		\$3,800.00
	Subtotal	\$0.00	\$12,310.00
	Total, Increase Less Decrease	\$12,33	10.00
	Sales Tax (7.5%), if applicable	\$923	.25
	Net Change in Contract Price for this Change Order	\$13,23	33.25

JUSTIFICATION:

- 2-1 To enhance resiliency and create redundancy at the Buck Creek Water Treatment Plant, the Owner requested that the Contractor reinstall the existing low-voltage lighting system and install two (2) 20-amp, 120-volt generator inlets on the exterior of the building for connection to the designed 120-volt lighting system. The cost for this additional work is based on an agreed-upon lump sum price of \$8,510.00 plus sales tax. The added cost includes all materials, all labor, and equipment required to complete the additional work. Two (2) additional days are added to the contract for the work.
- 2-2 Due to staffing issues, the Owner has requested that the Contractor provide labor for scraping the existing sand that will remain in the slow sand filter bay. This work was originally anticipated to be completed by the Owner and was not included in the contract documents. The cost for this additional work is based on an agreed-upon lump sum price of \$3,800.00 plus sales tax. The added cost includes all labor and equipment required to complete the additional work. Four (4) additional contract days are added to the contract for the work.

The amount of the Contract will be Increased for this Change Order	
by the sum of:	\$13,233.25
Total Contract Price prior to this Change Order:	\$795,231.25
The Contract Price incorporating this Change Order:	\$808,464.50
Contract Times prior to this Change Order:	
Date of Substantial Completion:	1/21/2026
Date Ready for Final Payment:	3/5/2026
The Contract period provided for Substantial Completion will be Increased.	6days
Revised Date of Substantial Completion:	1/29/2026
Revised Date Ready for Final Payment:	3/13/2026

	RECOMMENDED:	ACCEPTED:	
By:	Jay Peninger Date: 2025.12.09 08:51:37-08'00'	Ву:	
•	Engineer (if required)	Owner (Authorized Signature)	
Name:	Jay Peninger	Name:	
Title:	Project Manager	Title:	
Date:	12/9/2025	Date:	
	ACCEPTED:		

Ву:	Ryan Massie	Digitally signed by Ryan Massie DN: CHUS, Enryan Salateconet, CNHRyan Massie Resilen: I am approving this document Contact Info: nyan Galateconet Date: 2025, 12:06 16-40:22-08:00
	Contractor (Authorized	d Signature)
Name:	Ryan Massie	
Title:	Project Manag	jer

Date: 12/8/2025

File Attachments for Item:

F. Emergency Small Works Contract – Hurley Engineering, Amendment No. 1 (Emergency Pump Repair)



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: Yes, completed Meeting Date: 12/17/2025

Agenda Item: Emergency Small Works Contract – Hurley Engineering,

Amendment No. 1 (Emergency Pump Repair)

Presented By: Chris True, PW Director

Action Required:

Approval of contract Amendment No.1 between Hurley Engineering and the City of White Salmon.

Motion for Business Item / Proposed Motion for Consent Agenda:

Move to authorize the Mayor to sign the contract amendment No. 1 with Hurley Engineering not to exceed \$14,227.95.

Explanation of Issue:

Amendment No.1 to address an error in sales tax from 7.5% to 7.6% (\$14,214.73 to \$14,227.95)

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This contract is funded in water.

Recommendation of Staff/Committee:

Approving to authorize the Mayor to sign the contract amendment No. 1 with Hurley Engineering not to exceed \$14,227.95.

PUBLIC WORKS AGREEMENT

EMERGENCY CONDITION

Single Craft/Trade \$40,000 or less - Multiple Craft/Trade \$65,000 or less, including sales tax

Contract #: SWC 2025-001 Amendment No. 1 WO#:			
			_
Contractor:	Hurley Engineering	Department:	Public Works, Water Division
Name:	Doug Smith	Date:	12/17/2025
Address:	302 E. 26 th Tacoma, WA 98421	Department Contact:	Chris True
Contact:	253-272-9389	Phone:	(509) 493-1133 Ext 500
Phone:		Fax:	(509) 493-1231
Fax:		Email:	ChrisT@whitesalmonwa.gov
Email:	doug@hurleyengineering.com		

Declaration of Emergency per RCW 39.04.280(2)(b) (attach additional sheets and documentation as required):

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

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

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

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

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

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

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

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

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

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

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

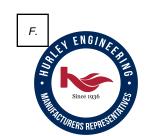
<u>Bonds/Retainage</u>: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$35,000, the contractor may elect to a 50% retainage in lieu of a Contract Bond. Retainage is required.

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

Completion Date:		Total Contract Fixed P	rice (Including Tax): \$14,214.73
		\$14,227.95 according t	to proposal attached as Exhibit A.
		OR	
			ncluding Tax applying schedule of rates s Exhibit A: \$
Description of Work: Emergence	y Pump Repair accord	ing to proposal attached as Exhib	it A.
The contractor should send involutional agreed, payment is net 30 days le		ldress: PO Box 2139, White Salm	non WA 98672. Unless otherwise
Note:			
			is agreement shall terminate without to Proceed before approved evidence
Contractor:		City Department Approva	<u>al</u> :
(Signature)	(Date)	(Signature)	(Date)
Print Name		Print Name	
Approved as to form:			
City Attorney	(Date)		
Approved by Council:	, 2	20	
			ween Hurley Engineering and the City of e 1 of the contract existed requiring an
Distribution Account Codes:			
	Program		Object

Emergency Contract – Page 2 C102-4

49



Hurley Engineering 302 E. 26th St. Tacoma WA 98421 Phone: (253) 272-9389 Toll Free: 1 (800) 861-7122 Invoice INVHEC2633 Date 8/26/2025

Bill To

CITY OF WHITE SALMON PO BOX 2139 White Salmon WA 98672 United States

Ship To

CITY OF WHITE SALMON 220 NE TOHOMISH ST. WHITE SALMON WA 98672 United States **TOTAL**

\$14,227.95

Due Date: 9/25/2025

Title Reference

Service Address

220 NE Tohomish St White Salmon Washington

Customer PO #	Primary Sales Rep	Terms	Due Date
SWC2025-001		Net 30	9/25/2025

Item	Quantity	Amount
PUMP REPAIR MATERIALS AND LABOR TO REPLACE MOTOR , IMPELLER , INSTALL SHAFT SLEEVE, REPACK AND ADJUST.	1	\$13,223.00
COR-A724-3-BZ-R CORNELL MODEL 1.25YH	1	\$0.00
BAL-EJPM3314T BALDOR 15HP, 3PH, 60HZ, 215JP, OPSB, 3600RPM	1	\$0.00

PLEASE MAIL CHECKS TO: Hurley Engineering 302 E. 26th St. Tacoma WA 98421

Subtotal	\$13,223.00
Tax Total (%)	\$1,004.95
Total	\$14,227.95
Amount Paid	\$0.00
Amount Due	\$14,227.95

File Attachments for Item:

G. Interagency Agreement - Snow Plowing Services with Washington State Department of Natural Resources



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: Yes, Completed Meeting Date: 12/17/2025

Agenda Item: Interagency Agreement - Snow Plowing Services with Washington State Department of Natural Resources

Chris True, PW Director

Action Required:

Presented By:

Approval of Interagency Agreement Contract NO. 93-109992.

Motion for Business Item / Proposed Motion for Consent Agenda:

Approval of Interagency Agreement Contract NO. 93-109992 not to exceed \$5,000.00.

Explanation of Issue:

The purpose of this contract is to provide the CONTRACTOR with use of DNR's motor grader (including operator) services for snow plowing operations within the city of White Salmon, WA's jurisdiction, including at the City of White Salmon water treatment facility in the Buck Creek Drainage area for the Winter of 2025-2026.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This work is paid for with funds from water for Buck Creek and streets if needed for plowing inside city limits.

Recommendation of Staff/Committee:

Approval of Interagency Agreements Contract NO. 93-109992 not to exceed \$5000.00.



INTERAGENCY AGREEMENT WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES CONTRACT NO. 93-109992

PI: 532

Funding Source: State Grant Funded: No

DES Supplier Diversity: Not Applicable

Procurement Method: Exempt per DES Policy

Exemption Type: <u>RCW 39.26.125(10)</u> Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision

thereof.

This contract is made and entered into by and between the Washington State Department of Natural Resources, hereinafter referred to as "**DNR**", and the below named firm, hereinafter referred to as "**CONTRACTOR**".

City of White Salmon

PO Box 2139

White Salmon, WA 98672

Phone: (509) 493-1133 Ext 500

FAX: (509) 493-1231

Email: ChrisT@WhiteSalmonWA.gov

WA State UBI Number: 203-000-029

Federal Taxpayer Identification Number: 91-6001525

Statewide Vendor # (SWV): 000 031 900

1. PURPOSE

The purpose of this contract is to provide the CONTRACTOR with use of DNR's motor grader (including operator) services for snow plowing operations within the city of White Salmon, WA's jurisdiction, including at the City of White Salmon water treatment facility in the Buck Creek Drainage area for the winter of 2025-2026.

2. SCOPE OF WORK

A. DNR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

All written reports and deliverables under this contract must be delivered to Nick Jones, the DNR Project Manager, in accordance with the schedule above.

3. SUBCONTRACTORS

Prior authorization is required by City of White Salmon if any subcontractor(s) will be used to perform any part of the work under this contract.

4. PERIOD OF PERFORMANCE

The period of performance under this contract will be from date of execution through March 1, 2026 unless terminated sooner as provided herein.

5. COMPENSATION

Total compensation payable to DNR for satisfactory performance of the work under this contract shall not exceed Five Thousand Dollars (\$5,000). DNR's compensation shall be based the schedule set forth in Exhibit B – Budget.

<u>Expenses</u>

No expenses are allowed under this contract.

6. BILLING PROCEDURES AND PAYMENT

DNR shall submit invoice to CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the CONTRACTOR's Project Manager at end of the period of performance.

The invoices shall describe and document, to CONTRACTOR's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 93-109992. If expenses are invoiced, a detailed breakdown of each type shall be provided. Supporting documentation must accompany any expense (unless noted otherwise above) in order to receive reimbursement.

Payment shall be considered timely if made by DNR within thirty (30) calendar days after receipt of properly completed invoices.

CONTRACTOR may, in its sole discretion, terminate the contract or withhold payments claimed by DNR for services rendered if DNR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by CONTRACTOR.

Fiscal/Biennial Closures: Under fiscal/biennial closing procedures, DNR must submit all invoices and/or billings for services or material supplied under this contract through June 30 to CONTRACTOR no later than July 10 of the same year. If CONTRACTOR does not receive invoices and bills by July 10, a considerable delay in payment may result.

7. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

If subcontractors are used, this contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at https://omwbe.diversitycompliance.com/.

CONTRACTOR and all subcontractors shall report and confirm receipt of payments made to CONTRACTOR and each subcontractor through Access Equity. CONTRACTOR may contact the Contract Manager listed in this contract or reach out to DNR's Procurement of Goods and Services Office servicescontracts@dnr.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and subcontractor access to and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. DNR reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as a certified WMBE or Non-WMBE.

CONTRACT NO. 93-109992 Page 3 of 15

55

CONTRACTOR shall:

- 1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
- 2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
- 3. Report the amount and date of all payments (i) received from DNR and (ii) paid to subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to CONTRACTOR, unless otherwise specified in writing by DNR, except that CONTRACTOR shall mark as "Final" and report the final subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- 4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
- 5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
- 6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from CONTRACTOR or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

CONTRACTOR (also called Prime Contractor) is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the contract, CONTRACTOR will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. CONTRACTOR will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online

CONTRACT NO. 93-109992 Page 4 of 15

training is available through the Access Equity/B2Gnow system. This requirement applies to both contractors and subcontractors.

8. RECORDS MAINTENANCE

CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of contract expiration. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by DNR, personnel duly authorized by DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All contracts issued by DNR are subject to the provisions of the Washington State Public Records Act, <u>RCW 42.56</u>. Any contracts issued with federal dollars are also subject to the US Freedom of Information Act, Office of Information Policy | The Freedom of Information Act, 5 U.S.C. § 552.

9. RIGHTS TO DATA

Unless otherwise agreed, data originating from this agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the CONTRACTOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register, and the ability to transfer these rights.

10. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

CONTRACT NO. 93-109992 Page 5 of 15

12. TERMINATION FOR CONVENIENCE

Either party may terminate this agreement upon thirty (30) calendar days' prior written (including email) notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

13. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected within fifteen (15) days, the aggrieved party may immediately terminate this agreement by notifying the other party in writing (including email).

14. DISPUTES

If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises that cannot be resolved as described in the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

15. GOVERNANCE

This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal statutes and regulations.
- 2. State of Washington statutes and regulations.
- 3. Special terms and conditions as contained in this basic contract instrument.

Page 6 of 15
Template update: 01.28.2025

4. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

16. ASSIGNMENT

The work to be provided under this agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party.

17. WAIVER

A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

18. HARASSMENT

CONTRACTOR hereby has access to the following DNR policies:

Per <u>RCW 43.01.135</u>, DNR Policy PO01-052, Sexual Harassment, linked below, outlines DNR's commitment and expectations for contractors:

https://www.dnr.wa.gov/publications/em harassment prevention policy.pdf

DNR Policy PO01-051, Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:

www.dnr.wa.gov/publications/em safe respectful workplace policy.pdf

DNR Policy PO01-037, Harassment Prevention, linked below, outlines DNR's commitment and expectations for contractors:

www.dnr.wa.gov/publications/em harassment prevention policy 037.pdf

19. NONDISCRIMINATION

During the performance of this contract, DNR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

- 1. <u>Nondiscrimination Requirement</u>. During the term of this contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW <u>49.60.530(3)</u>. In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- 2. <u>Obligation to Cooperate</u>. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that

CONTRACT NO. 93-109992 Page 7 of 15

59

- CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- 3. <u>Default.</u> Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to <u>RCW 49.60.530(3)</u>. Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at <u>RCW 49.60.530(3)</u>, DNR may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in <u>RCW 39.26.200</u>. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 4. <u>Remedies for Breach</u>. Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under <u>Chapter 49.60</u>, <u>RCW</u>. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

20. SEVERABILITY

The provisions of this agreement are severable. If any provision of this agreement or any provision of any document incorporated by reference should be held invalid for any reason whatsoever by court of competent jurisdiction or other legally binding authority, such illegality or invalidity shall not affect the validity of the remainder of the contract.

21. RESPONSIBILITIES OF THE PARTIES/INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's employees, representatives, any subcontractor or its employees, or any third party.

CONTRACT NO. 93-109992 Page 8 of 15

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

22. CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager Information	OR Contract Manager DNR Contract Manager Information	
Chris True	Esther Hernandez	
PO Box 2139	Department of Natural Resources	
100 North Main Steet	713 Bowers Road	
White Salmon, WA 98672	Ellensburg, WA 98926	
Phone: (509) 493-1133 Ext 500	Phone: (509) 899-7004	
Fax: (509) 493-1231	Fax: (509) 925-8522	
Email address: ChrisT@WhiteSalmonWA.gov	Email address: Esther.Hernandez@dnr.wa.gov	
CONTRACTOR Project Manager Information	DNR Project Manager Information	
Chris True	Nick Jones	
PO Box 2139	Department of Natural Resources	
100 North Main Steet	713 Bowers Road	
White Salmon, WA 98672	Ellensburg, WA 98926	
Phone: (509) 493-1133 Ext 500	Phone: 509 674-8392	
Fax: (509) 493-1231	Fax: (509) 925-8522	

CONTRACT NO. 93-109992 Page 9 of 15

Email address: ChrisT@WhiteSalmonWA.gov | Email address: nick.jones@dnr.wa.gov

23. INSURANCE

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits

> Page 10 of 15 Template update: 01.28.2025

not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

<u>Industrial Insurance (Workers Compensation)</u>: CONTRACTOR shall comply with or provide Federal Workers Compensation insurance, out of state workers compensation insurance, or coverage under <u>Title 51 RCW</u> by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

If CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DNR may collect from CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DNR may deduct the amount owed by CONTRACTOR to the accident fund from the amount payable to CONTRACTOR by DNR under this contract and transmit the deducted amount to the Washington Department of Labor & Industries (L&I), Division of Insurance Services.

ADDITIONAL PROVISIONS:

<u>Additional Insured</u>: DNR, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

<u>Cancellation</u>: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- 1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.
- 2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

CONTRACT NO. 93-109992 Page 11 of 15

63

<u>Insurance Carrier Rating</u>: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in Washington State, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

<u>Self-Insurance</u>: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that City of White Salmon's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

<u>Waiver</u>: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this greement.

24. ASSURANCES

DNR and CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

25. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

26. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

CONTRACT NO. 93-109992 Page 12 of 15

27. APPROVAL

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument. IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF WHITE SALMON

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

Signature	Date	Signature Date	
Marla Keethler		Esther Hernandez	
Name		Name	
Mayor		Southeast Region, Assistant Region	
		Manager – Business Operations	
Title		Title	
PO BOX 2139			
100 North Main Street		713 Bowers Road	
White Salmon, WA 98672		Ellensburg, WA 98926	
Address		Address	
(509) 493-1133 Ext 500		(509) 899-7004	
Telephone		Telephone	

CONTRACT NO. 93-109992 Page 13 of 15

EXHIBIT A

SCOPE OF WORK

Work under this agreement is for use of DNR's motor grader, service vehicles and employees needed to support CONTRACTOR's snow plowing operations for the winter of 2025-2026. Snowplowing operations, as directed by the CONTRACTOR, are for access to the CONTRACTOR's water treatment facility in the Buck Creek Drainage area, and for other snow plowing operations within the CONTRACTOR jurisdiction as needed.

CONTRACT NO. 93-109992 Page 14 of 15

EXHIBIT B

BUDGET

Payment for services by CONTRACTOR to DNR for snow plowing operations shall be subject to the following rates and terms.

Rates:

- John Deere 772 Motor Grader
 - o DNR Agency Identification H4G0005
 - o \$46.90 per hour without operator
- Ford F350 Service Vehicle
 - o DNR Agency Identification A5W9950
 - o \$0.97 per mile without operator
- Ford F150 Service Vehicle
 - o DNR Agency Identification A2W0576
 - o \$0.85 per mile without operator
- Heavy Equipment Lead Operator
 - DNR Position Number 3300
 - o Approximately \$44.32 per hour with benefits regular time.

DNR shall track all equipment hours, vehicle miles and employee time for snow plowing operations. Upon completion of snow plowing operations, DNR shall submit to CONTRACTOR a summary of expenses incurred for the period of performance, including invoice(s) for payment.

Overtime for work for DNR employees may be necessary for snow plowing operations for the CONTRACTOR, which may include weekends and holidays. Normal work hours for DNR employees are 0700-1730, Monday through Thursday.



Certificate of Coverage

Certificate holder: Policy number: None

Department of Natural Resources Term of certificate: 1/1/2025 – 1/1/2026

1111 Washington St SE Annual re-issue: Yes

Olympia, WA 98504

RE: Evidence of Liability Coverage

Please be advised that the **City of White Salmon** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

	Type of coverage	Limits	Deductible
X	All risk property coverage	\$250 million per occurrence	\$0
X	Liability coverage	\$15 million per occurrence	\$0
X	Employee fidelity blanket coverage	\$1 million per occurrence	\$0
X	Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
X	Comprehensive auto liability	\$15 million per occurrence	\$0
X	Cyber liability	\$3 million per occurrence	\$0
X	Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation:

Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes

Director of Member Pooling Programs

CanaldWilmen

cc: City of White Salmon

File Attachments for Item:

H. Interlocal Agreement - Law Enforcement Services for City of Bingen



COUNCIL REPORT

Business Item Consent Agenda

Needs Legal Review: Yes, completed Meeting Date: Pecember 17, 2025

Agenda Item: 2026-2028 Interlocal Agreement for Law Enforcement

Services for City of Bingen

Presented By: Mike Hepner, Police Department

Action Required:

City Council consideration and approval of the 2026-2028 Interlocal Agreement between the City of White Salmon and the City of Bingen for the provision of law enforcement services.

Motion for Business Item / Proposed Motion for Consent Agenda:

Move to approve the 2026-2028 Interlocal Agreement for Law Enforcement Services between the City of White Salmon and the City of Bingen and authorize the Mayor to execute the agreement.

Background of Issue:

The current interlocal agreement expires at the end of 2025. In order to ensure uninterrupted police services, a renewed three year agreement must be approved.

Explanation of Issue:

The proposed agreement outlines the continuation of comprehensive law enforcement services for the City of Bingen delivered by Bingen-White Salmon Police Department and administered by the City of White Salmon. Services include criminal law enforcement, patrols, traffic enforcement, response to emergency calls, parking enforcement, and limited non-criminal enforcement as defined in the agreement.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

There are no financial implications to the City of White Salmon.

Recommendation of Staff/Committee:

Staff recommends approval of the 2026-2028 Interlocal Agreement for Law Enforcement Services between the City of White Salmon and the City of Bingen and authorization for the Mayor to execute the agreement

Follow Up Action:

No follow up action required.

2026-2028 INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR CITY OF BINGEN

THIS INTERLOCAL AGREEMENT, made and entered into this day of
, 2025, 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 t
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. <u>Control</u>. 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. <u>Unforeseen Deficiency</u>. 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 contact, 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. <u>Animal Control</u>. 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. <u>Stopping, Standing or Parking Enforcement</u>. 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

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

- a. For the calendar year 2026 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 2024 through July 2025) and for the calendar years 2027 and 2028 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 2025 through July 2026 and August 2026 through July 2027 respectively). If the increase in the total budget is more than 6% 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.
- b. Beginning January 1st of each year of service the 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 three (3) years beginning on January 1, 2026 and ending on December 31, 2028, unless sooner terminated by the written consent of both parties.
- b. Renewal of this contract shall be accomplished by October 15, 2028. 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. <u>Bingen Indemnification</u>. 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 <u>Authority</u>.

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 <u>Bingen to Cooperate</u>.

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 <u>Interlocal Agreement Representations.</u>

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

- a. <u>Duration</u>. This AGREEMENT shall terminate on December 31, 2028 sooner as provided in paragraph 3.0, above.
- b. <u>Organization</u>. No new entity will be created to administer this agreement.
- c. <u>Purpose</u>. The purpose is to enable Bingen to contract with White Salmon for law enforcement services.
- d. <u>Manner of Financing</u>. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. <u>Termination of Agreement</u>. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. <u>Other</u>. All terms are covered by this Agreement. No additional terms are contemplated.
- g. <u>Selection of Administrator</u>. The White Salmon City Administrator shall be the Administrator for this Interlocal Agreement.
- h. <u>Filing</u>. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor.

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 Administrator	By:Erika Castro Guzman, City Clerk

Approved as to form only:

CHRISTOPHER LANZ

City Attorney City of Bingen

SHAWN MACPHERSON

City Attorney

City of White Salmon

Approved:

MICHAEL HEPNER

Chief

Bingen-White Salmon Police Dept.

File Attachments for Item:

I. Pay App No. 2 - Slateco, LLC - Buck Creek Roof Replacement Project



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: No, Not Necessary

Meeting Date: 12/17/25

Agenda Item: Pay App No. 2- Slateco, LLC Buck Creek Roof

Replacement project

Presented By: Chris True, PWD

Action Required:

Approval of Pay App No. 2- Slateco, LLC Buck Creek Roof Replacement project not to exceed \$137,324.38

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approval of Pay App No. 2- Slateco, LLC Buck Creek Roof Replacement project not to exceed \$137,324.38

Background of Issue:

This payment covers replacement of sand in the north bay, installation of new led lighting in the north bay, installing siding on sedimentation basin, roof hatches and side door hatches of the sedimentation basin.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

Funded through PWB.

Policy & Plan Implications:

WSP and CFIP

Recommendation of Staff/Committee:

Staff Recommends approval of Pay App No. 2- Slateco, LLC Buck Creek Roof Replacement project not to exceed \$137,324.38

I.

APPLICATION FOR PAYMENT NO. 2 CITY OF WHITE SALMON, WASHINGTON BUCK CREEK WTER TREATMENT PLANT ROOF IMPROVEMENTS

ТО	White Salmon, Washington		(OWNER)
FROM	Slateco, LLC		(CONTRACTOR)
For Wo	rk accomplished through the date of: December 15, 2025		
1.	Original Contract Price	\$	736,428.75
2.	Net Change by Change Orders and Written Amendments (+/-)	\$	58,802.50
3.	Current Contract Price (1 plus 2)	\$	795,231.25
4.	Total Work Completed and Materials On Hand to Date*	\$ \$ \$ \$ \$ \$	452,725.00
5.	Retainage: 5%	\$	(22,636.25)
6.	Sales Tax: Sales Tax (7.5%)	\$	33,954.38
7.	Liquidated Damages	(\$	-
8.	Less Previous Application for Payments	\$	326,718.75
9.	DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)	\$	137,324.38
* Line 4 r	nay not match Line 3 on final Application for Payment due to bid versus constructed quantit	y differences on unit price w	vork.
·	canying Documentation:		
Contrac	n, security interest, or encumbrance); (3) all Work covered by this Application t Documents and not defective; and (4) Record Drawings and required job phok performed.		
Dated	12/8/2025	Slateco, L	LC
		CONTRACT	OR
	By: Ry	an Massie Digitally a	igned by Ryan Massie S, E-rryan@slateco.net, CN=Ryan Massie I am approving this document nfo: ryan@slateco.net 55.12.08 14:52:20-08'00'
Paymei	nt of the above AMOUNT DUE THIS APPLICATION is recommended		
Dated		Anderson Perry & A	ssociates, Inc.
		ENGINEE	R
	Ву:		
APPRO'	VED by Owner:	White Salmon, W	/ashington
	·	OWNER	_
Dated	Ву:		
	Title		

1.

APPLICATION FOR PAYMENT NO. 2 CITY OF WHITE SALMON, WASHINGTON BUCK CREEK WTER TREATMENT PLANT ROOF IMPROVEMENTS

Date: December 8, 2025 Page 2 of 3 FROM: Slateco. LLC White Salmon, Washington Date of Completion Contract Amount Date of Estimate Original Amount of Contract: Original: January 2, 2026 Ś 736.428.75 November 16, 2025 From: Change Orders: (+ or -) \$ 58,802.50 To: December 15, 2025 Revised: On Schedule: Yes No **Current Contract Amount** Ś 795.231.25 CONTRACT ITEMS **BID PRICES PREVIOUS** THIS PERIOD **TOTAL TO DATE** Item No. Description Qty. Unit **Unit Price** Qty. Amount Qty. **Amount** Qty. Amount Base Bid Mobilization All Reg'd LS \$62,000.00 100% \$62,000.00 0% \$0.00 100% \$62,000.00 1 2 Record Drawings (minimum bid \$1,000) All Rea'd LS 1,000.00 0% 0.00 0% 0.00 0% 0.00 LS 50% 3 SPCC Plan All Reg'd 500.00 50% 250.00 0% 0.00 250.00 Removal of Structures and Obstructions All Rea'd LS 46.000.00 50% 23.000.00 0% 0.00 50% 23.000.00 4 LS Slow Sand Filter Roof Raise and Replacement All Req'd 385,000.00 50% 192,500.00 0% 50% 192,500.00 5 0.00 6 Lighting System All Req'd LS 30,000.00 0% 0.00 65% 19,500.00 65% 19,500.00 Additive Alternative 1 0.00 1-1 Mobilization All Reg'd LS 12.000.00 0% 0.00 50% 6.000.00 50% 6.000.00 Replacement of Sand Filter Media 650 CY 145.00 0.00 325 47,125.00 325 47,125.00 1-2 Replacement of Unsuitable Sand Filter Media 70 CY 190.00 0.00 35 6,650.00 35 6,650.00 Additive Alternative 2 LS 2-1 Mobilization All Reg'd 6,000.00 100% 6,000.00 0% 0.00 100% 6,000.00 2-2 Removal of Structures and Obstructions All Reg'd LS 12,000.00 100% 12,000.00 0% 0.00 100% 12,000.00 Roughing Filter Building Roof Replacement All Reg'd LS 23,000.00 0% 23,000.00 100% 0.00 100% 23,000.00 318.750.00 398.025.00 79.275.00 **Total PREVIOUS** THIS PERIOD **TOTAL TO DATE** Change Orders Qty. Unit **Unit Price** Change Order No. 1 LS 0% \$0.00 100% \$15.500.00 100% \$15.500.00 Removal of Extg Plywood Underlayment/Hatch Replace All Reg'd \$15.500.00 Replace Siding on Sedimentation Basin LS 0% 100% 1-2 All Rea'd 4.200.00 0.00 100% 4.200.00 4.200.00 Additional Haul for Replacement Sand All Rea'd LS 35.000.00 0% 0.00 100% 35.000.00 100% 35.000.00 **Total All Change Orders** 0.00 54,700.00 54,700.00 \$ **TOTAL TO DATE** Materials on Hand: Qty. **Unit Price PREVIOUS** THIS PERIOD Qty. Amount Qty. Amount Qty. Amount Total Materials on Hand 0.00 \$ \$ 0.00 \$ 0.00 TOTAL WORK COMPLETED AND MATERIALS ON HAND 318.750.00 133.975.00 452.725.00 Ś **SUMMARY** THIS PERIOD **PREVIOUS TOTAL TO DATE** Ś 318.750.00 Ś 133.975.00 1. Amount Earned Ś 452.725.00 \$ (15,937.50) \$ \$ 2. Amount Retained 5% (6,698.75)(22,636.25) 3. Sales Tax (7.5%) Ś 23.906.25 Ś 10.048.13 Ś 33,954.38 \$ \$ \$ 4. Liquidated Damages 0.00 0.00 0.00 \$ 326,718.75 **Amount Due for Payment** Ś 137,324.38 464,043.13

61%

\$

137,324.38

Amount Due for Payment this Estimate

Estimated % Job Completed:

File Attachments for Item:

J. Pay App No. 5 - Ajax NW - N Main/ Spring Street Improvements



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: No, Not Necessary Meeting Date: December 17, 2025

Agenda Item: Pay App No. 5- Ajax NW- N Main/ Spring Street

Improvements

Presented By: Chris True, PWD

Action Required:

Approval of Pay App No. 5- Ajax NW- N Main/ Spring Street Improvements not to exceed \$290.494.41.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Pay App No. 5- Ajax NW- N Main/ Spring Street Improvements not to exceed \$290,494.41.

Background of Issue:

This payment will include work completed through December 15, 2025. The work includes water main installation, service line connections, testing, and asphalt surface restoration.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

Funded through PWB.

Policy & Plan Implications:

WSP and CFIP

Recommendation of Staff/Committee:

Staff Recommends approval Pay App No. 5 Ajax NW- N Main/ Spring Street Improvements not to exceed \$290,494.41.

APPLICATION FOR PAYMENT NO. 5 CITY OF WHITE SALMON, WASHINGTON NORTH MAIN-SPRING STREET WATER IMPROVEMENTS

TO	White Salmon, Washington			(OWNER)
FROM	Ajax Northwest, LLC			(CONTRACTOR)
For Wo	ork accomplished through the date of: December 15, 202	<u>25 </u>		
1.	Original Contract Price		\$	2,134,634.44
2.	Net Change by Change Orders and Written Amendments (+/-)		\$	111,204.60
3.	Current Contract Price (1 plus 2)		\$ \$ \$ \$ (\$	2,245,839.04
4.	Total Work Completed and Materials On Hand to Date*		\$	1,080,599.96
5.	Retainage: 5%		\$	(54,030.01)
6.	Sales Tax: Sales Tax (7.6%)		\$	82,125.59
7.	Liquidated Damages		(\$	-
8.	Less Previous Application for Payments		\$	818,201.13
9.	DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)		\$	290,494.41
* Line 4	may not match Line 3 on final Application for Payment due to bid versus constru	ucted qı	uantity differences on unit pr	ice work.
Accom	panying Documentation:			
Contra	ctor's Certification:			
such Lie Contrac for Wo	winterests, and encumbrances (except such as are covered by a Bonen, security interest, or encumbrance); (3) all Work covered by this with Documents and not defective; and (4) Record Drawings and require performed. $12/10/25$	Applica	ition for Payment is in ac photos are up-to-date,	cordance with the accurate, and complete
Dated		_		hwest, LLC ACTOR
		Ву:		Digitally signed by Catherine Loke DN: C=US, E=catherine@ajaxnw.com, CN=Catherine Loke
Payme	nt of the above AMOUNT DUE THIS APPLICATION is recommend	ed		
Dated	12/10/2025		Anderson Perry	& Associates, Inc.
				NEER
		Ву:	Jay Peninge <mark>r</mark>	Digitally signed by Jay Peninger Date: 2025.12.10 14:04:35-08'00'
APPRO	VED by Owner:	_		n, Washington
			OW	NER
Dated		Ву:		
	Т	itle:		

APPLICATION FOR PAYMENT NO. 5 CITY OF WHITE SALMON, WASHINGTON NORTH MAIN-SPRING STREET WATER IMPROVEMENTS

Date: December 10, 2025 Page 2 of 3

FROM: Ajax Northwest, LLC White Salmon, Washington

Date of Completion Contract Amount Date of Estimate

Original: April 27, 2026

November 16, 2025 Original Amount of Contract: \$ 2,134,634.44 From:

Change Orders: (+ or -)
Current Contract Amount Revised: \$ 111,204.60 To: December 15, 2025

On Sche	edule: Yes No	Current Contract Amount \$ 2,245,839		\$ 2,245,839.04						
Item	CONTRACT ITEMS		BID PI	RICES	P	REVIOUS	THIS PERIOD		TOTAL TO DATE	
No.	Description	Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (10%)	All Req'd	LS	\$135,000.00	75%	\$101,250.00	0%	\$0.00	75%	\$101,250.00
2	Construction Facilities and Temporary Controls	All Req'd	LS	26,000.00	40%	10,400.00	50%	13,000.00	90%	23,400.00
3	ESC Lead	30	DAY	10.00	0	0.00	0	0.00	0	0.00
4	Trench Excavation Safety System	All Req'd	LS	5,000.00	90%	4,500.00	10%	500.00	100%	5,000.00
5	Potholing All Connections and Known Utility Crossings	All Req'd	LS	10,000.00	90%	9,000.00	10%	1,000.00	100%	10,000.00
6	Additional Potholing	20	HR	500.00	27	13,500.00	15	7,500.00	42	21,000.00
7	Cap Existing Water Mains	7	EA	1,800.00	0	0.00	1	1,800.00	1	1,800.00
8	Remove Existing Valve Box	7	EA	500.00	2	1,000.00	5	2,500.00	7	3,500.00
9	Remove Existing Fire Hydrant	2	EA	500.00	0	0.00	1	500.00	1	500.00
10	Rock Excavation	100	CY	95.00	212.2	20,159.00	13	1,235.00	225.2	21,394.00
11	Asphalt Removal	2,100	SY	9.00	1,427	12,843.00	673	6,057.00	2,100	18,900.00
12	Concrete Sidewalk Removal and Restoration	6	SY	500.00	0	0.00	0	0.00	0	0.00
13	Concrete Curb Removal and Restoration	12	LF	300.00	0	0.00	0	0.00	0	0.00
14	Foundation Stabilization	80	CY	65.00	0	0.00	55.5	3,607.50	55.5	3,607.50
15	Repair of Unmarked Utilities	17	EA	500.00	1	500.00	1	500.00	2	1,000.00
16	Asphalt Surface Restoration	1,700	SY	60.00	0	0.00	40	2,400.00	40	2,400.00
17	Road Restoration STA 'A' 18+50 to 20+00	All Req'd	LS	15,000.00	0%	0.00	0%	0.00	0%	0.00
18	Pavement Marking Restoration	All Req'd	LS	3,200.00	0%	0.00	0%	0.00	0%	0.00
19	Gravel Surface Restoration	350	SY	22.00	0	0.00	260	5,720.00	260	5,720.00
20	Landscaping Restoration	2,070	SF	4.00	0	0.00	1,600	6,400.00	1,600	6,400.00
21	3-In. Water Main	10	LF	50.00	0	0.00	0	0.00	0	0.00
22	6-In. Water Main	45	LF	60.00	6	360.00	39	2,340.00	45	2,700.00
23	8-In. Water Main	1,070	LF	65.00	1,016	66,040.00	54	3,510.00	1,070	69,550.00
24	10-In. Water Main	16	LF	85.00	0	0.00	0	0.00	0	0.00
25	12-In. Water Main	1,945	LF	100.00	1,990	199,000.00	0	0.00	1,990	199,000.00
26	1-In. Water Service Line	800	LF	30.00	773	23,190.00	227	6,810.00	1,000	30,000.00
27	2-In. Water Service Line	60	LF	45.00	0	0.00	0	0.00	0	0.00
28	1-In. Water Service Connection, Main Line	32	EA	985.00	35	34,475.00	1	985.00	36	35,460.00
29	2-In. Water Service Connection, Main Line	4	EA	1,250.00	0	0.00	1	1,250.00	1	1,250.00
30	Water Service Connection, Existing Meter	33	EA	1,600.00	12	19,200.00	20	32,000.00	32	51,200.00
31	Relocated Water Meter	14	EA	1,600.00	11	17,600.00	3	4,800.00	14	22,400.00
32	Connection to Existing Water Line, < 4-In.	3	EA	1,800.00	1	1,800.00	1	1,800.00	2	3,600.00
33	Connection to Existing Water Line, 6-In.	2	EA	2,300.00	0	0.00	1	2,300.00	1	2,300.00
34	Connection to Existing Water Line, 8-In.	2	EA	2,800.00	0	0.00	0	0.00	0	0.00
35	Connection to Existing Water Line, 10-In.	3	EA	3,000.00	0	0.00	0	0.00	0	0.00

Item

APPLICATION FOR PAYMENT NO. 5 CITY OF WHITE SALMON, WASHINGTON NORTH MAIN-SPRING STREET WATER IMPROVEMENTS

 Date:
 December 10, 2025
 Page 3 of 3

 CONTRACT ITEMS
 BID PRICES
 PREVIOUS
 THIS PERIOD
 TOTAL TO DATE

No.	Description	Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
36	Non-Potable Crossing, CDF	4	EA	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00
37	Non-Potable Crossing, Casing Pipe	6	EA	500.00	0	0.00	3	1,500.00	3	1,500.00
38	8-In. Gate Valve	7	EA	2,300.00	7	16,100.00	0	0.00	7	16,100.00
39	10-In. Gate Valve	1	EA	3,900.00	0	0.00	0	0.00	0	0.00
40	12-In. Gate Valve	9	EA	4,500.00	8	36,000.00	0	0.00	8	36,000.00
41	Water Sampling Station	1	EA	4,000.00	1	4,000.00	0	0.00	1	4,000.00
42	Fire Hydrant Assembly and Auxiliary Valve	5	EA	8,750.00	4	35,000.00	1	8,750.00	5	43,750.00
43	Fire Hydrant Extensions	5	FT	2,000.00	0	0.00	5	10,000.00	5	10,000.00
44	Bollards	8	EA	650.00	0	0.00	0	0.00	0	0.00
45	Temporary Water Line	All Req'd	LS	5,500.00	90%	4,950.00	10%	550.00	100%	5,500.00
46	North Main BPS	All Req'd	LS	1,000,000.00	15%	150,000.00	5%	50,000.00	20%	200,000.00
47	10-In. Insertion Valve	All Req'd	LS	25,000.00	0%	0.00	0%	0.00	0%	0.00
48 49	Apprenticeship Incentive	1 1	CALC	5,000.00	0	0.00	0	0.00 0.00	0	0.00 0.00
49	Apprenticeship Penalty	1	CALC	1.00 Total	0	7 80,867.00	U	179,314.50	U	960,181.50
				iotai		780,807.00		179,314.30		300,181.30
Change	Orders:	Qty.	Unit	Unit Price	PF	REVIOUS	TH	IIS PERIOD	TOTA	L TO DATE
_	Order No. 1									
1-1	Exercise Spring Street Reservoir Isolation Valve	All Req'd	LS	\$3,100.00	100%	\$3,100.00	0%	\$0.00	100%	\$3,100.00
	Order No. 2									
2-1	Unlocated Sanitary Sewer Service Replacement	All Req'd	LS	13,500.00	100%	13,500.00	0%	0.00	100%	13,500.00
Change	Order No. 3									•
3-1	3-In. Asphalt Surface Restoration	1,500	SY	45.00	0	0.00	1,648	74,160.00	1,648	74,160.00
3-2	2-In. Asphalt Surface Restoration	350	SY	35.00	0	0.00	433	15,155.00	433	15,155.00
3-3	Coffer Dam in Spring Street Reservoir	All Req'd	LS	7,000.00	0%	0.00	100%	7,000.00	100%	7,000.00
			Total A	All Change Orders	\$ 16,600.00				\$	105,915.00
Materia	als on Hand:	Qty.	Unit	Unit Price	PF	REVIOUS	TH	IIS PERIOD	TOTA	L TO DATE
				-	Qty.	Amount	Qty.	Amount	Qty.	Amount
	Geary Pacific Supply (HVAC & Pump Controls)	All Req'd	LS	\$12,738.46	0%	\$0.00	100%	\$12,738.46	100%	\$12,738.46
	ACI (Building Heater)	All Req'd	LS	1,765.00	0%	\$0.00	100%	1,765.00	100%	1,765.00
			Total N	laterials on Hand	\$	0.00	\$	14,503.46	\$	14,503.46
	TOTAL WORK CO	MPLETED AN			\$	797,467.00	\$	283,132.96	\$	1,080,599.96
				SUMMARY						
					PF	REVIOUS	TH	IIS PERIOD	TOTA	L TO DATE
	1. Amount Earned				Ś	797,467.00	\$	283,132.96	Ś	1,080,599.96
	2. Amount Retained 5%				Ś	(39,873.36)	\$	(14,156.65)	<u> </u>	(54,030.01)
					<u> </u>	•	•			
	3. Sales Tax (7.6%)				<u> </u>	60,607.49	\$ \$	21,518.10	\$	82,125.59
Λ ma a	4. Liquidated Damages					0.00		0.00	\$	0.00
	nt Due for Payment				\$	818,201.13	\$	290,494.41	\$	1,108,695.54
Amou	nt Due for Payment this Estimate			52%			\$	290,494.41		
	Estimated % Job Completed:									





GEARY PACIFIC SUPPLY 1360 N. HANCOCK ST. ANAHEIM, CA 92807-1921

Phone: 714-279-2948 credit@gearypacific.com

Sold To: 221175

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALEES, OR 97058

	INVOICE
Customer #	221175
Invoice #	5942990
Page	1 of 4
Date	10/10/25
Terms	NET 30 DAYS
Ordered By	ALEX DEVLAEMINCK

SHIP TO

WAREHOUSE: 016

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALLES, OR 97058 GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202

Custo	mer PO	JOB NAME	JOB#	DUE DAT	E	SHIP DATE	SHIPPING	METHOD
CITY C	F WHITE SALMON			11/09/25		10/09/25	Our Truck	
LINE	ITEM/DESCRIPTION	•		UOM	QTY	,	UNIT PRICE	EXTENDE
	* RECIPIENT OF SHI TOTALLY RESPONS DAMAGE INSPECTION ON BILL. CLAIM WITH LINE * ALL CONCEALED DE REPORTED WITHIN DELIVERY. INSPECT EQUIPMENT UPON A * THIS QUOTE IS BAINFORMATION PROV - SPECS SUPPLIED - PLANS SUPPLIED - QUOTED AS IS PER * BARD REQUIRES FOR AT WWW.WALLMOUN	IBLE FOR DN, NOTATION H FREIGHT DAMAGE MUST BE 1 DAY OF ALL ARRIVAL SED ON THE VIDED R REQUEST REGISTRATION NTWARRANTY.COM						
	GEARY PACIFIC IS II RESPONSIBLE FOR OF ITEMS AND QUAI MATCHING THE PLA THE SOLE RESPONS PARTY REQUESTING	N NO WAY THE ACCURACY NTITIES QUOTED INS, THAT IS SIBILITY OF THE THE QUOTE.						
	GEARY PACIFIC RES RIGHT TO FILE PREI DOCUMENTS ON AL PROJECTS.	SERVES THE LIMINARY LIEN L QUOTED						
	>>3 TON UNIT W3SAFC09XPXX2J	AC 3.0T 460/3 R454 14.1IPLV,09KW,X B M8 FILTER,BEIGE, J CONTROL MODU BARD SPEC #S365	FAD,2"DISPOS COATED COIL #2 ILE,	EA	1			
	Serial number = 10070 7003031	0379 FILTER WASHABLI 20PPI FOAM	_	EA	1			
	MSGF	CA PROP 65 DELIVERED TO YO	UR LOCATION	EA	1			
	>>THERMOSTAT 8403060	TSTAT MULTI STG 1120-445 UT BARD CA PROP 65		' EA	1			

Customer PO



GEARY PACIFIC SUPPLY 1360 N. HANCOCK ST. ANAHEIM, CA 92807-1921

Phone: 714-279-2948 credit@gearypacific.com

JOB NAME

JOB#

Sold To: 221175

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALEES, OR 97058

221175
5942990
2 of 4
10/10/25
NET 30 DAYS
ALEX DEVLAEMINCK

SHIPPING METHOD

SHIP TO

WAREHOUSE: 016

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALLES, OR 97058

SHIP DATE

GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202

INVOICE

	OF WHITE SALMON		11/09/25		0/09/25 Our Truck	
LINE	ITEM/DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENDED
8	>>GRILLES AND SLE RG5W	GRILLE FXD BAR 30X16 ANOD ALUM 2"FRAME 30DEG HORZ FXD BLADE 5T CABINET	EA	1		
9	SG5W	CA PROP 65 GRILLE SUPPLY 30X10 ANOD ALUM 2"FRAME DBL DEFLEC NO DAMPER VERT FRONT BLADE HORZ BACK BLADE 5.0T CABINET VINYL GASKET CA PROP 65	EA	1		
10	WS30168KCB24	SLEEVE WALL KD 30X16X8 24GA CROSS BROKEN	EA	1		
11	**SHIPMENT/DELIVE **PLEASE ALLOW 13 FOR SHIPPING FRO FACTORY ***THE FOLLOWING ON THIS QUOTE UN - THERMOSTATS - LOCKING THERMO - LEAD LAG CONTRO - BLANK-OFF PLATE - COMMERICAL ROO *MAY BE REQUIRED	TO 14 WEEKS M THE ITEMS ARE NOT LESS STATED STAT COVER DLLER DM VENTILATOR:	EA	1		
	LOCAL VENTILATION - ECONOMIZER: (FU *MAY BE REQUIRED LOCAL VENTILATION - CO2 SENSORS - OCCUPANCY SENS - SMOKE DETECTOR - SPRING/RUBBER IS - HANGER KIT-ROD, - DISCONNECT, WHI - EQUIPMENT DRAIN - EXHAUST FANS - SPECIAL FILTRATION - SPECIAL SOUND R - DDC CONTROL SY - SPECIAL ZONING S	N CODE LL FLOW) TO MEET N CODE SORS RS SOLATION NUTS&WASHERS IP OR FUSES I LINES ON SYSTEM EQUIREMENTS STEMS				

DUE DATE

Customer PO



GEARY PACIFIC SUPPLY 1360 N. HANCOCK ST. ANAHEIM, CA 92807-1921

Phone: 714-279-2948 credit@gearypacific.com

JOB NAME

JOB#

Sold To: 221175

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALEES, OR 97058

221175
5942990
3 of 4
10/10/25
NET 30 DAYS
ALEX DEVLAEMINCK

SHIPPING METHOD

SHIP TO

WAREHOUSE: 016

INVOICE

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALLES, OR 97058

SHIP DATE

GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202

CITY OF WHITE SALMON	11/09/25		10/09/25 Our Truck	
LINE ITEM/DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED
- SITE WORK - SYSTEM TESTING AND BALANCING - FEES AND/OR PERMITS - BROWN-OUT RELAY CONTROL **REQUIRED ANYTIME A GENERATOR IS BEING USED TO RUN THE HVAC EQUIPMENT. PLEASE REFER TO BARD'S LIMITED WARRANTY FORM #7960-420 - SPECIAL COIL COATING AND/OR CABINET COATING **FOR MORE DETAILS ON BARD'S WARRANTY FOR EQUIPMENT INSTALLED IN CORROSIVE ENVIRONMENTS. PLEASE REFER TO BARD LIMITED WARRANTY FORM NO. 7960-420 - SITE HVAC COMMISSIONING - SITE HVAC TRAINING - CERTIFIED HVAC DRAWINGS **ITEMS LISTED ABOVE MAY BE ADDED TO THIS QUOTE AT AN ADDITIONAL COST				
THIS SYSTEM HAS THE FOLLOWING WARRANTY - SCHOOLS, OFFICES, ASSEMBLIES BUILDINGS, OR ANY SIMILAR APPLICATIONS - LABOR AND FRT COST NOT INCLD - 5 YEAR FUNCTIONAL PARTS - 5 YEAR COMPRESSOR - 5 YEAR SEALED SYSTEM - LABOR AND FRT COST AND FREON ARE NOT INCLUDED FOR MORE DETAILS, PLEASE REFER TO: BARD LIMITED WARRANTY - FORM NO: 7960-420 ************************************				

DUE DATE



Customer PO

GEARY PACIFIC SUPPLY 1360 N. HANCOCK ST, ANAHEIM, CA 92807-1921

Phone: 714-279-2948 credit@gearypacific.com

JOB NAME

JOB#

Sold To: 221175

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALEES, OR 97058

221175
5942990
4 of 4
10/10/25
NET 30 DAYS
EX DEVLAEMINCK

SHIPPING METHOD

SHIP TO

WAREHOUSE: 016

DEVCO MECHANICAL INC. 1539 BARGEWAY ROAD THE DALLES, OR 97058

SHIP DATE

GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202

INVOICE

CITY OF WHITE SALMON	11/09/25	10	/09/25 Our Truck	
LINE ITEM/DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED
ELECTRIC SWITCH STATIONS, PUMP STATIONS OR ANY SIMILAR APPLICATIONS - 1 YEAR FUNCTIONAL PARTS - 5 YEAR COMPRESSOR - 5 YEAR SEALED SYSTEM - LABOR AND FRT COST AND FREON ARE NOT INCLUDED. FOR MORE DETAILS, PLEASE REFER TO: BARD LIMITED WARRANTY - FORM NO: 7960-420 ************************************				
			Subtotal:	12,738.4
THANK YOU FOR YOUR BUSINESS REGISTER FOR OUR WEBSITE TODA'	Y		Tax:	0.00
VIEW PRICES, PLACE ORDERS, PAY INVOICES			Freight:	0.00
WWW.GEARYPACIFIC.COM			Other:	0.00
			Total Due:	12,738.46

DUE DATE

By accepting this product, I agree to the terms and conditions posted at www.gearypacific.com/terms.



Invoice

Invoice Date Invoice # 08/22/25 318843-00

PO Date PO # Page # 07/23/25 WHITE SALMON WATER IMP

Correspondence To Air Commodities Inc. 6100 Sixth Ave S. Seattle, WA 98108

Ship To DEVCO MECHANICAL, INC C/O DEVCO MECHANICAL 1539 BARGEWAY RD The Dalles, OR 97058

Bill To DEVCO MECHANICAL, INC **PO BOX 966**

Cust # 32855

The Dalles, OR 97058

Instructions/Pro # Taken By 194059453 jste

Ship Point Via ACI MECH SALES/OREGON **BEST WAY** SisRepin/Out JSTE / JSTE

Shipped Terms 1%10/NET30 08/22/25 Reference N Spring Water Improveme

Ln Product # And Description	Quantity	Quantity	Quantity	Unit	Amount
	Ordered	Backordered	Shipped	Price	(Net)
NS KB4807-3MP-T-B2 KB4807-3MP-T-B2 KB UNIT HEATI *** DIRECT ORDER **	1 ER 480V	0	1	1765.00	1765.00

1 Lines Total Qty Shipped Total 1 **Total** 1765.00 **Invoice Total** 1765.00

TERMS AND CONDITIONS: All quotations subject to acceptance within 30 days and do not include state, federal or municipal taxes. Prices subject to change after 30 days. Thirty (30) net, from date of invoice, subject to 1.5% per month finance charge and subject to acceptance by Credit Department. Agreement subject to approval of Home Office. We cannot be responsible for non-delivery due to strikes, delays of carrier, or other causes beyond our control. Purchaser agrees to pay all collection charges, including reasonable attorney fees at a legal rate of interest. ALL FREIGHT CLAIMS ARE THE RESPONSIBILITY OF THE ENTITY SIGNING FREIGHT BILL. PLEASE INSPECT YOUR PACKAGES CAREFULLY.

We impose a surcharge of 1,99% on the transaction amount on all credit card purchases, which is not greater than our cost of acceptance. We do not surcharge debit cards. \$35.12 Click Here to Pay Online Cash Discount 17.65 If Paid By 09/0

Print Time: 08/22/25 09:59* **Customer Copy** Page 1

File Attachments for Item:

K. Resolution 2025-12-637 - Recognition of Council Member Jason Hartmann



CITY COUNCIL REPORT

Business Item Consent Agenda

Needs Legal Review: No

Meeting Date: December 17, 2025

Agenda Item: Resolution No. 2025-12-637 – Recognition of Council

Member Jason Hartmann

Presented By: Mayor Marla Keether

Action Required

Adopt Resolution No. 2025-12-637 recognizing and honoring Council Member Jason Hartmann for his years of dedicated service to the City of White Salmon and the communities of Klickitat County.

Motion for Business Item

Move to approve Resolution No. 2025-12-637, recognizing and honoring Council Member Jason Hartmann for his years of dedicated service to the City of White Salmon and the communities of Klickitat County.

Explanation of Issue

Resolution No. 2025-12-637 formally recognizes and honors Council Member Jason Hartmann for eight years of continuous service on the White Salmon City Council, including two full terms from 2018 through 2025 and service as Mayor Pro Tempore from 2020 through 2025.

During his tenure, Council Member Hartmann contributed to City decision-making on public safety, transportation, land use, infrastructure, fiscal responsibility, economic development, and regional cooperation. He also provided leadership on City committees, including the City Operations Committee and as Chair of the Personnel and Finance Committee.

In addition to his City Council service, Council Member Hartmann represented White Salmon and Klickitat County through regional and intergovernmental roles, including service on the Mid-Columbia Economic Development District Board, the West Klickitat Regional Fire Authority Governing Board, and participation in regional infrastructure and bridge replacement efforts.

The resolution expresses the City Council's appreciation for Council Member Hartmann's leadership, commitment to public service, and contributions to the quality of life for White Salmon residents and the broader Klickitat County community.

City Council Options:

- 1. Accept the staff recommendation and approve the resolution.
- 2. Revise the staff recommendation.
- Take other action as may be desired by the City Council.
- Refer this issue back to staff for further work.
- Take no action on this matter.

Fiscal Analysis:

No financial impact.

Recommendation of Staff:

Staff recommends approval of Resolution No. 2025-12-637.

Follow-Up Action:

No follow-up action is required.

2

CITY OF WHITE SALMON RESOLUTION NO. 2025-12-637

A RESOLUTION RECOGNIZING AND HONORING COUNCIL MEMBER JASON HARTMANN FOR HIS YEARS OF DEDICATED SERVICE TO THE CITY OF WHITE SALMON AND TO THE COMMUNITIES OF KLICKITAT COUNTY

WHEREAS, Council Member Jason Hartmann was sworn into City Council Position No. 3 on January 3, 2018, beginning his first term of service to the City of White Salmon;

WHEREAS, Council Member Hartmann faithfully served his first term from 2018 through 2021, and was subsequently re-elected to serve a second term from 2022 through 2025, totaling nearly eight years of continuous public service on the White Salmon City Council;

WHEREAS, Council Member Hartmann also served as Mayor Pro Tempore from 2020 through 2025, providing additional leadership and support to the City Council and the community during this period of significant regional growth and challenge;

WHEREAS, throughout his tenure on the City Council, Council Member Hartmann has participated in deliberations and decisions on public safety, transportation, land use, infrastructure, fiscal responsibility, economic development, and regional cooperation, contributing thoughtfully and consistently to the betterment of the City of White Salmon;

WHEREAS, in addition to his council duties, Council Member Hartmann has provided leadership on key City committees, including service on the City Operations Committee, which addresses parks, health and sanitation, streets, water and wastewater utilities, fire and police, and work on wildfire preparedness, transportation, and infrastructure planning; and as Chair of the Personnel and Finance Committee, helping guide the City's budget and financial priorities;

WHEREAS, Council Member Hartmann has consistently supported long-term community priorities, including transportation planning, safe routes to school, housing and infrastructure improvements, climate and environmental policy, and wildfire and emergency preparedness, helping to shape policies and resolutions adopted by the City Council:

WHEREAS, beyond his direct service to the City of White Salmon, Jason Hartmann has also served the broader communities of Klickitat County through regional and county-connected roles, including representing the cities of Klickitat County and the high-tech industry on the Board of the Mid–Columbia Economic Development District (MCEDD), where he has served as a board member for approximately two years;

WHEREAS, Council Member Hartmann further extends his public service to Klickitat County residents as the City of White Salmon's appointee to the West Klickitat Regional Fire Authority (WKRFA) Governing Board, with a term beginning September 30, 2024, supporting regional fire protection, emergency response, and public safety for communities in and around White Salmon:

WHEREAS, Jason Hartmann has also participated in intergovernmental efforts such as the bistate bridge replacement working group and other regional collaborations, working alongside city, county, and port officials from both Washington and Oregon to support infrastructure critical to the residents and economies of Klickitat County and the Columbia Gorge region;

WHEREAS, through these combined roles, Council Member Hartmann has devoted many years of service to the people of White Salmon and the cities of Klickitat County, demonstrating

thoughtful leadership, careful attention to fiscal responsibility, and a strong commitment to transparency, accessibility, and public engagement;

WHEREAS, the City Council of the City of White Salmon desires to formally recognize and express its gratitude to Council Member Jason Hartmann for his significant and ongoing contributions to local and regional government;

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

Section 1. Recognition and Appreciation.

The City Council hereby recognizes and honors Council Member Jason Hartmann for his service to the City of White Salmon from January 3, 2018 through 2025, including two full terms on the City Council and dedicated representation in regional and countywide capacities.

Section 2. Commendation.

The City Council extends its deepest appreciation for Council Member Hartmann's time, expertise, and steadfast commitment to the public good, and commends him for his contributions to safety, infrastructure, economic development, responsible governance, and the overall quality of life for the residents of White Salmon and Klickitat County.

Section 3. Presentation.

CITY OF WHITE CALMON WASHINGTON

The City Council directs that a copy of this Resolution be presented to Council Member Jason Hartmann, and that this recognition be entered into the official records of the City of White Salmon.

PASSED by the City Council of the City of White Salmon, Washington, at a regular meeting thereof this 17 day of December 2025.

CITY OF WHITE SALMON, WASHINGTO	IN .
Marla Keethler, Mayor	
ATTEST:	APPROVED AS TO FORM:
Erika Castro Guzman, City Clerk	Shawn MacPherson, City Attorney

File Attachments for Item:

- A. Ordinance 2025-02-1174 Land Use Fee Schedule
- 1. Presentation
- 2. Public Hearing
- 3. Discussion
- 4. Action



COUNCIL REPORT

Business Item		Consent Agenda
---------------	--	----------------

Needs Legal Review: Yes, was reviewed by City Attorney

Meeting Date: December 17, 2025

Agenda Item: Ordinance 2025-02-1174 and

Resolution 2025-12-633

Presented By: Rowan Fairfield, City Planner

Action Required:

Approval

Motion for Business Item:

I move that the Council adopt Ordinance 2025-02-1174 amending WSMC Chapter 3.36 to remove the codified land use fee schedule and instead establish such fees by adopting Resolution 2025-12-633.

Explanation of Issue:

At the Council Meeting on 9/17/2025, Council approved a Memorandum of Understanding (MOU) with the West Klickitat Regional Fire Authority (WKRFA) that included establishing a fee for service to reimburse the RFA for staff time spent on development reviews.

While creating the draft to add this WKRFA review fee, the Mayor and the City Planner discussed the land use fee revisions that were brought to Council at their meeting on 2/5/2025, and which were ultimately not adopted. Land use fees will need to be revisited at some point in 2026. The adoption of Ordinances require a public hearing and a longer process than Resolutions. To facilitate a quicker turnaround for future revisions to the fee schedule, Mayor and Planning decided to move the entire land use fee schedule out of the codified ordinances and set such fees by resolution instead. Setting fees by resolution is generally more common.

This Ordinance is therefore paired with Resolution 2025-12-633, which establishes the land use fees, including the RFA development review fee. They take effect simultaneously.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

No direct fiscal impact.

Recommendation of Staff:

Approval

Follow Up Action: None

CITY OF WHITE SALMON ORDINANCE NO. 2025-02-1174

AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHGINTON, AMENDING WSMC CHAPTER 3.36 TO REMOVE THE CODIFIED LAND USE FEE SCHEDULE AND INSTEAD ESTABLISH SUCH FEES BY RESOLUTION

WHEREAS, the City of White Salmon charges fees for the application of land use and building permits, which are intended to defray the costs of providing services, and

WHEREAS, the City is committed to reviewing and revising its fees for services on a regular and ongoing basis; and

WHEREAS, the City has previously set its land use fees by ordinance and codified them in the White Salmon Municipal Code ("WSMC"), which has inhibited the revision of said fees, and now wishes to set the fee schedule by resolution instead; and

WHEREAS, the City has prepared a concurrent resolution to establish a fee schedule in tandem with this ordinance,

WHEREAS, the City has a Memorandum of Understanding with the West Klickitat Regional Fire Authority which requires a fee for the Fire Chief's review of pending development applications for fire life and safety matters;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, DO ORDAIN, that the following amendments be made to the White Salmon Municipal Code:

Section 1. Repeal and replacement of WSMC Section 3.36.010.

Key: <u>Underlined</u> = added language

Strikethrough = deleted language

WSMC Section 3.36.010 is hereby repealed in its entirety and replaced with the following:

3.36.010 - Fees imposed.

The fee schedule shall be adopted by City Council resolution with reference to this Code. Fees shall be due and payable to the city upon filing of an application. In the event the city needs to hire a consultant for additional assistance, those fees shall be passed on to the applicant as per Section 3.36.030.

Α.

Section 2. Amendments to WSMC Chapter 3.36.

Key: <u>Underlined</u> = added language <u>Strikethrough</u> = deleted language

Sections 3.36.020 through 3.36.060 are hereby amended to read:

3.36.020 Single-family applicants defined.

The fees set for single-family residential applicants per the fee schedule **in Section 3.36.010** apply to applications which meet the following criteria:

The proposed type of action will not change the existing and/or proposed primary single-family use of the property and one of the following apply:

- A. The property is zoned residential (<u>for example</u>, R-1 or R-2), and <u>developed with or planned for a single-family residence; or</u>
- B. The property includes a single-family residential dwelling; or
- C. A single-family residential building permit has been applied for on the property.

3.36.030 Consultants' fees.

In addition to the fees set forth in Section 3.36.010 the fee schedule as adopted by Council resolution, the applicant for the permits set forth in Section 3.36.010 shall reimburse the city for the costs of professional consultants hired by the city to process and/or review and inspect the applicant's proposal when the city is unable to do so with existing in-house staff. These professional services may include, but are not limited to, engineering, traffic engineering, legal, land use planning, financial and accounting, soils, mechanical and structural engineering, and electrical engineering. The city may require the applicant to deposit an amount with the city to cover anticipated costs of retaining professional consultants.

3.36.040 Miscellaneous fees.

In addition to all other fees, an applicant shall pay all costs incurred by the city for publication of notices and ordinances as well as mailing. If a permit, petition or application requires a public notice radial search mailing, mailing fees shall be charged at double the actual cost of mailing.

3.36.050 Annual review of ordinance.

Beginning in January of 2008, the clerk-treasurer The finance director shall annually in January of each year review with the city planning staff the fees set forth in this chapter. Appropriate fee revisions in the form of revisions to this chapter a resolution shall be presented to the council no later than April 1st each year, beginning in April of 2008.

3.36.060 Severability.

If any portion of this chapter is adjudged by a court of competent jurisdiction to be invalid or unconstitutional, the remaining provisions of the ordinance codified in this chapter shall remain in full force and effect.

<u>Section 3.</u> Savings. The following ordinances and the fees established by said ordinances shall remain in effect until the effective date of this ordinance and the effective date of concurrent Resolution 2025-12-633.

- 1. Ordinance No. 2007-10-807 § 1(part),
- 2. Ordinance No. 2016-12-1002, § 1, and
- 3. Ordinance No. 2022-02-1098, § 1.

<u>Section 4.</u> Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

<u>Section 5.</u> Effective Date. This ordinance shall take effect five (5) days after its publication according to law.

A.	

DECEMBER 2025.		
CITY OF WHITE SALMON, WASHINGTON		
Marla Keethler, Mayor		
ATTEST:	APPROVED AS TO FORM:	

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON THIS 17th DAY OF

Erika Castro Guzman, City Clerk

Shawn MacPherson, City Attorney

CITY OF WHITE SALMON RESOLUTION NO. 2025-12-633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, ESTABLISHING A FEE SCHEDULE FOR APPLICATIONS FOR LAND USE PERMITS

WHEREAS, the City of White Salmon charges fees for the application of land use and building permits, which are intended to defray the costs of providing services, and

WHEREAS, the City is committed to reviewing and revising its fees for services on a regular and ongoing basis; and

WHEREAS, the City has previously set its land use fees by ordinance and codified them in the White Salmon Municipal Code ("WSMC"), which has inhibited the revision of said fees, and now wishes to set the fee schedule by resolution instead; and

WHEREAS, the City has prepared a concurrent ordinance to repeal the codified fee schedule in tandem with this resolution,

WHEREAS, the City has a Memorandum of Understanding with the West Klickitat Regional Fire Authority which requires a fee for the Fire Chief's review of pending development applications for fire life and safety matters;

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

<u>Section 1.</u> The Council hereby adopts the land use fee schedule of the City of White Salmon, Washington, as set forth in Exhibit A attached hereto.

<u>Section 2.</u> Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect on December 23, 2025.

A.

CITY OF WHITE SALMON, WASHINGTON	
Marla Keethler, Mayor	
ATTEST:	APPROVED AS TO FORM:
Erika Castro Guzman, City Clerk	Shawn MacPherson, City Attorney

Exhibit A.

LAND USE FEE SCHEDULE

Preliminary Reviews		
Zoning inquiry	\$65 per hour beyond first 1/4 hour	
Pre-application conference	\$300* (General) \$750* (Subdivision)	
* Pro application foos shall be applied toward	,	
* Pre-application fees shall be applied toward application fees if application submitted with six months of pre-application conference/site visit, as applicable.		
31x months of pre-application conference/site vi		
Planning Permit Reviews		
Home occupation	\$200	
Accessory dwelling units	\$1,000	
Permitted use subject to standards	\$260	
Variance	\$750	
Conditional use permit	\$1,500	
Short-term rental use permit	\$75	
Site and building plan review	\$1,200 (Administrative)	
(WSMC 17.81)	\$1,600 (Planning Commission)	
	\$2,500 (Quasi-Judicial)	
Critical Area Ordinance (CAO) review	\$650	
Zoning approval on a building or demolition permit	\$65	
Zoning approval on a grading permit (per	\$130	
building codes and for disturbance of land		
greater than 10,000 s.f. for CAO)		
SEPA Review		
Checklist—determination	\$500	
Environmental impact statement	\$2,500	
Subdivisions		
Preliminary plat	\$1,600 + \$75 per lot	
Final plat	\$2,500 + \$75 per lot	
Plat alteration	\$1,000	
Short Plat Subdivisions		
Single-family	\$1,500 + \$75 per lot	
Town house, multifamily	\$2,000 + \$75 per lot	
Binding site plan	\$2,000 + \$75 per lot	
	<u> </u>	

Lot line adjustment		
Single-family	\$260	
Town house, multifamily	\$525	
Sign Permits		
Temporary	\$25	
Permanent	\$100	
Additional state surcharge for signs	\$4.50	
Shoreline Permits		
Shoreline substantial development permit		
Single-family	\$1,500	
Other	\$2,000	
Shoreline conditional use permit		
Single-family	\$1,500	
Other	\$2,000	
Variance	•	
Single-family	\$1,500	
Other	\$2,000	
Shoreline exemption	·	
Single-family	\$1,500	
Other	\$2,000	
Shoreline revision	·	
Single-family	\$1,500	
Other	\$2,000	
Policy Planning Review		
Comprehensive plan amendment	\$2,600	
Property rezone	\$2,500 (Text Amendments)	
	\$3,200 (Text and Map Changes)	
Appeals		
Appeal	Equal to application fee	
Miscellaneous		
Zoning verification letter	\$65	
Extension requests	No Fee	

Α.

Development or annexation agreement	Staff hours at \$125/hour, attorney fees at city attorney's standard hourly rate, and consultant fees as defined in WSMC 3.36.030		
Extended service fee	Staff hours at \$65/hour		
Reproduction costs	Per council resolution		
Site inspections*	Staff hours at \$65/hour		
* Examples of site inspections include site visit installation, verify installation and maintenance compliance with landscaping standards and other	of erosion control mechanisms, confirm		
Post Decision Review	\$500		
Consultant fees: (as defined by WSMC 3.36.030)	Cost + 10%		
Fire Chief's Review for Fire/Life/Safety	Staff hours at \$75/hour		

File Attachments for Item:

A. Ordinance 2025-11-1184 - Adopting the Annual Budget for Fiscal Year ending December 31, 2026

- 1. Presentation
- 2. Discussion
- 3. Action



COUNCIL REPORT

X	Business Item		Consent Agenda
---	---------------	--	----------------

Needs Legal Review: Yes, Completed Meeting Date: 12/17/2025

Agenda Item: 2026 Budget Public Hearing and Adoption
Presented By: Jennifer Neil, Director of Finance & Operations

Action Required:

Conduct the final public hearing and consider adoption of the 2026 Budget Ordinance.

Motion for Business Item / Proposed Motion for Consent Agenda:

I move to adopt Ordinance No. 2025-12-1180 approving the City of White Salmon's 2026 Budget in the total amount of \$14,691,996, including Exhibit A - 2026 Proposed Budget and Exhibit B - 2026 Salary Matrix.

Background of Issue:

The purpose of this memo is to present the City's final 2026 Budget for Council adoption. The total proposed appropriation for all funds is \$14,691,996. This budget has been developed through multiple public meetings, workshops, committee discussions, formal revenue hearing, and 2 budget hearings held throughout 2025.

Explanation of Issue:

During the 2025 budget season, the City focused on restoring transparency, rebuilding financial infrastructure, and correcting prior-year forecasting errors. In the revenue public hearing,

Council reviewed:

- The structural deficit faced by all Washington local governments due to the 1% property tax cap, contrasted with significantly higher cost escalations in liability insurance, health insurance, utilities, materials, and labor.
- Updated projections for sales tax, utility taxes, interest earnings, and the new Criminal Justice Sales Tax, based on conservative monthly trend analysis rather than aspirational estimates
- The City's need to maintain best-practice reserves of 60–120 days cash on hand, per GFOA guidance.

Additionally, staff emphasized that as a non-GMA city, White Salmon must balance limited regulatory tools with the infrastructure investments needed to support housing, economic vitality, and long-term resilience.

Highlights of the 2026 Budget

The 2026 Budget reflects the City's continued commitment to responsible stewardship, organizational stability, and long-term investment. Key components include:

- 1. Organizational Strengthening & Service Capacity
 - Addition of one Senior Accountant in Finance to support audit readiness, cash management, internal control improvements, and grant compliance.

• Continuation of departmental reorganization under the strong-mayor format to align responsibilities, reduce risk, and modernize city operations.

2. Youth Internship Program

Consistent with Council priorities, the 2026 Budget includes a two-phase Youth Internship Program in partnership with Columbia High School:

- Work-site learning (school year): \$0 cost to the City; interns earn high school credit.
- Paid summer internship: Three positions (Administration + 2 in Public Works).
 This program addresses staffing gaps, supports workforce development, and strengthens community pathways into public service.

3. Capital Investments

2026 focuses on infrastructure that directly supports housing and economic development:

- Water system reliability and transmission investments
- Wastewater improvements
- Streets and safety (including the previously discussed sweeper replacement)
- Parks, facilities, and ADA improvements

Capital projects are aligned with the updated fiscal forecasting and rate study work in progress.

4. Conservative & Sustainable Financial Planning The budget reflects:

- Updated overhead allocation methodology
- Actual cost forecasting rather than prior year overestimates
- Improved revenue modeling (interest returns, sales trends, state-shared revenues, and lodging tax fluctuations)
- Realistic personnel modeling
- Budgeting within available resources across all funds

Exhibit A – 2026 Proposed Budget

The full 2026 Proposed Budget is included as Exhibit A and represents the legal appropriations for all City funds for the 2026 fiscal year. This summary governs departmental expenditure authority unless modified by Council.

Exhibit B – 2026 Salary Matrix

The 2026 Budget includes a 4% Cost-of-Living Adjustment (COLA) to the City's salary matrix, proposed as Exhibit B. This COLA reflects:

- Regional CPI-W trends
- Increases in employer costs (health insurance, liability insurance, L&I)
- Competitive pressures in recruitment and retention
- Internal equity and classification alignment following reorganization

The 2026 Salary Matrix establishes pay ranges and classification structure for union and non-union positions and governs personnel expenditures for 2026.

Council Options:

City Council has the following options available currently:

- 1. Accept the Staff Recommendation.
- 2. Revise the Staff Recommendation.
- 3. Other action as may be desired by the City Council.



- 4. Refer this issue back to staff for further work.
- 5. Take no action on this matter.

Fiscal Analysis:

Increase added to salaries and benefits

Recommendation of Staff/Committee:

Staff recommends that Council:

1. Adopt Ordinance No. 2025-12-1180, approving the 2026 Budget in the total amount of \$14,691,996.

Follow Up Action:

Once approved, Finance will begin to build the 2026 Budget Book in accordance with GFOA Distinguished Budget Book Award standards.

CITY OF WHITE SALMON

ORDINANCE NO. 2025-11-1184

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF WHITE SALMON, WASHINGTON FOR THE FISCAL YEAR 2026.

WHEREAS, RCW 35A.33 requires the preparation, public review, and adoption of an annual budget for code cities; and

WHEREAS, the Mayor submitted the proposed 2026 Budget to the City Council in accordance with RCW 35A.33.050; and

WHEREAS, the City Council held multiple workshops, revenue hearings, and committee meetings to review and refine the proposed 2026 Budget, including detailed presentations on revenue trends, structural deficits created by the statutory 1% levy limit, infrastructure requirements, staffing needs, and long-term financial sustainability; and

WHEREAS, the City Council conducted the final public hearing on the proposed 2026 Budget on the 3rd day of December, 2025, in accordance with RCW 35A.33.110, and heard all comments offered by the public; and

WHEREAS, the City Council finds that the 2026 Budget as presented reflects the immediate and long-term needs of the City, is financially sustainable, and is in the best interest of the public health, safety, and welfare; and

WHEREAS, the City Council desires to formally adopt the 2026 Budget as required by law;

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

Section 1. Adoption of the 2026 Budget.

The City of White Salmon hereby adopts the **2026 Annual Budget** in the total amount of **\$14,691,996**. The budget is adopted in full as set forth in **Exhibit A – 2026 Proposed Budget**, which is attached hereto and incorporated by reference as if fully stated herein.

Section 2. Legal Appropriations.

The line-item amounts contained in **Exhibit A** constitute the legal appropriations for all City funds for fiscal year 2026. Department heads and fund managers shall operate within these appropriations unless modified in accordance with state law and City policy.

Section 3. Salary Matrix and Staffing Levels.

The City Council adopts the 2026 Salary Matrix, applying a 4 percent COLA to all salary ranges as set forth in Exhibit B – 2026 Salary Matrix, attached hereto and incorporated by reference as if fully stated herein. The City Council further authorizes the Mayor, or designee, to implement the 2026 Salary Matrix by adjusting the salaries of all existing employees to the appropriate step within the adopted ranges, effective January 1, 2026, or as otherwise provided by applicable collective bargaining agreements.

Section 4. Administration of the Budget.

The Mayor and Director of Finance & Operations are authorized to make administrative, accounting, and technical adjustments as necessary to implement the adopted budget, provided that such adjustments do not alter the total appropriations without further Council authorization as required by RCW 35A.33.

Section 5. Effective Date.

This ordinance shall take effect on **January 1, 2026**, following passage, approval, and publication as required by law.

Marla Keethler, Mayor

ATTEST: APPROVED AS TO FORM:

Passed by the council and approved by the Mayor on this 17th day of December, 2025.

Erika Castro Guzman, Clerk Shawn MacPherson, City Attorney

City of White Salmon 2026 Proposed Budget Exhibit A

All Francis	2022	2023	2024	2025	2025	2026
All Funds	Actual	Actual	Actual	YTD	Budget	Proposed
Revenue Total	13,678,949	16,772,054	18,832,330	8,857,498	26,029,166	14,691,996
308 Beginning Fund Balance	5,641,810	5,819,803	5,732,432	-	4,778,303	3,363,654
310 Taxes	2,103,330	2,227,585	2,327,925	1,997,141	2,335,465	2,533,383
320 Licenses & Permits	120,568	128,707	131,813	117,583	120,900	119,600
330 Intergovernmental	602,738	343,801	1,712,102	521,548	1,747,185	406,775
340 Charges for Goods & Services	3,895,160	4,432,641	4,599,490	4,399,285	4,559,008	5,031,038
350 Fines & Penalties	6,895	8,982	11,536	15,594	9,800	14,850
360 Miscellaneous Revenue	285,905	500,987	596,600	451,994	552,397	502,500
380 Non Revenue	5,986	6,345	12,429	13,219	2,000	-
390 Other Financing Sources	364,539	2,333,000	2,679,322	1,336,634	11,029,490	2,325,792
397 Interfund Transfers	652,018	970,204	1,028,679	4,500	894,618	394,404
Expense Total	7,859,147	11,039,622	12,824,485	9,448,633	26,029,166	14,691,996
Personnel	2,504,035	2,412,969	2,513,371	2,506,925	3,145,168	3,018,887
Direct Operating Costs (Non-Personnel)	5,355,112	8,626,653	10,311,114	6,941,707	22,883,998	11,673,109
Funds Gain Loss	5,819,803	5,732,432	6,007,845			

	Operating	J Funds				
001 Canaval Fund	2022	2023	2024	2025	2025	2026
001 General Fund	Actual	Actual	Actual	YTD	Budget	Proposed
Revenue Total	4,284,757	4,446,460	3,941,342	2,612,555	3,892,919	4,190,762
308 Beginning Fund Balance	1,320,715	1,414,562	936,345	-	667,179	724,854
310 Taxes	1,584,660	1,752,206	1,771,735	1,528,555	1,839,783	1,949,934
320 Licenses & Permits	120,568	128,707	131,813	117,583	120,900	119,600
330 Intergovernmental	468,055	164,780	124,341	201,309	316,917	179,075
340 Charges for Goods & Services	735,703	906,031	834,565	682,461	894,211	1,111,849
350 Fines & Penalties	6,895	8,982	11,536	15,594	9,800	14,850
360 Miscellaneous Revenue	40,836	68,192	62,755	49,729	42,129	90,600
380 Non Revenue	1,500	3,000	3,830	3,208	2,000	-
390 Other Financing Sources	5,825	-	-	14,117	-	-
397 Interfund Transfers	-	-	64,422	-	-	-
Expense Total	2,870,195	3,510,115	3,148,848	2,767,588	3,892,919	4,175,895
Personnel	1,676,308	1,695,480	1,601,565	1,631,590	1,971,119	2,208,387
Direct Operating Costs (Non-Personnel)	1,193,887	1,814,635	1,547,283	1,135,998	1,921,800	1,967,508
Funds Gain Loss	1,414,562	936,345	792,494			
Expense by Department	2,870,195	3,510,115	3,148,848	2,767,588	3,892,919	4,190,762
511 Legislative	17,918	15,794	18,702	58,157	65,302	255,252
513 Executive	-	-	-	1,601	5,000	7,000
514 Finance	551,990	546,505	543,960	519,723	656,948	638,454
518 Central Services (HR)	94,545	71,840	60,903	49,879	45,300	70,950
519 General Government	92,255	81,387	144,886	127,074	157,359	134,800
521 Police	1,197,019	1,295,195	1,322,038	1,347,816	1,512,440	1,619,174
522 Fire	92,734	134,391	87,218	13,271	8,336	10,100
524 Building	145,327	193,806	124,957	121,909	186,582	206,300
557 Community Services	127,961	659,253	135,586	79,697	160,000	35,500

558 Planning & Community Dev	271,539	320,682	408,498	238,515	283,476	318,250
576 Parks	277,558	187,813	241,070	206,795	353,466	375,020
580 Non Expenditures	1,350	3,450	4,669	3,150	2,000	-
591 Debt Services	-	-	-	-	-	720
594 Capital Expenditures	-	-	3,631	-	-	-
597 Interfund Transfers	-	-	52,730	-	18,034	10,600
508 Ending Cash					438,676	508,642
	2022	2023	2024	2025	2025	2026
101 Streets	Actual	Actual	Actual	YTD	Budget	Proposed
Revenue Total	783,076	630,087	567,616	391,602	461,881	811,341
308 Beginning Fund Balance	292,479	258,724	(327,150)	-	151,342	-
310 Taxes	353,090	306,047	294,906	272,972	252,371	305,949
320 Licenses & Permits	134,683	49,339	579,372	115,288	52,768	46,200
330 Intergovernmental	-	-	-	-	-	-
340 Charges for Goods & Services	2,825	15,977	5,755	3,343	5,400	5,000
350 Fines & Penalties	-	-	-	-	-	-
360 Miscellaneous Revenue	-	-	-	-	-	-
380 Non Revenue	-	-	14,733	-	-	325,792
390 Other Financing Sources	-	-	-	-	-	-
397 Interfund Transfers	-	-	-	-	-	128,400
Expense Total	524,352	957,237	392,945	685,790	461,881	811,341
Personnel	221,590	199,011	222,886	208,569	224,369	152,500
Direct Operating Costs (Non-Personnel)	302,762	758,226	170,059	477,221	237,512	658,841
Funds Gain Loss	258,724	(327,150)	174,671			

401 Water Fund	2022	2023	2024	2025	2025	2026
401 Water Fund	Actual	Actual	Actual	YTD	Budget	Proposed
Revenue Total	2,607,905	2,773,483	3,287,417	2,668,317	3,013,439	4,924,597
308 Beginning Fund Balance	119,077	215,272	593,020	-	529,390	2,198,157
330 Intergovernmental	-	118,664	1,026	35,785	-	-
340 Charges for Goods & Services	2,102,475	2,417,103	2,604,752	2,578,160	2,450,437	2,696,440
360 Miscellaneous Revenue	27,639	22,444	39,441	54,372	33,612	30,000
380 Non Revenue	-	-	-	-	-	-
390 Other Financing Sources	358,714	-	49,178	-	-	-
397 Interfund Transfers	-	-	-	-	-	-
Expense Total	2,392,633	2,180,463	2,290,552	1,537,189	3,013,439	4,924,597
Personnel	462,469	382,334	499,442	480,945	653,485	451,000
Direct Operating Costs (Non-Personnel)	1,930,164	1,798,129	1,791,110	1,056,244	2,359,954	4,473,597
Funds Gain Loss	215,272	593,020	996,865			
402 Wastewater Collection	2022	2023	2024	2025	2025	2026
402 Wastewater Collection	Actual	Actual	Actual	YTD	Budget	Proposed
Revenue Total	1,390,491	1,396,995	1,469,781	1,144,892	1,351,239	1,595,086
308 Beginning Fund Balance	330,368	273,404	271,839	-	123,031	363,337
340 Charges for Goods & Services	1,056,983	1,109,507	1,160,173	1,138,664	1,214,360	1,222,749
360 Miscellaneous Revenue	3,141	14,085	12,769	6,228	13,848	9,000
390 Other Financing Sources	-	-	-	-	-	-
397 Interfund Transfers	-	-	25,000	-	-	-
Expense Total	1,117,087	125,157	1,236,723	1,055,456	1,351,239	1,595,086
Personnel	143,668	136,144	189,478	185,822	210,580	207,000
Direct Operating Costs (Non-Personnel)	973,420	(10,988)	1,047,245	869,635	1,140,659	1,388,086
Funds Gain Loss	273,404	1,271,839	233,058			

Non Operating Funds

Final	2022	2023	2024	2025	2025	2026
Fund	Actual	Actual	Actual	YTD	Budget	Proposed
108 Municipal Capital Imp Fund	52,342	9,326	211,342	27,154	446,588	103,000
110 Fire Reserve Fund			392,951			
112 General Fund Reserve			100,000		292,924	11,000
115 Emergency Response Fund					106,876	4,000
121 Police Vehicle Reserve Fund		70,117	133,240	18,940	85,917	82,806
122 Police General Reserve Fund					85,400	3,000
204 Local Bond Fund			102,269	13,040	13,034	53,000
302 Transportation Improvement					338,122	295,500
303 Hotel/Motel Taxes	22,463	95,537	80,500	28,129	288,528	80,000
307 Park and Recreation Fund			30,767		110,383	35,600
341 General Fund Public Works Vehicle Replacement					10,277	100
342 Street Fund Public Works Vehicle Replacement					10,554	200
408 Water Reserve Fund	74,402	143,155	133,057	1,037,308	3,243,669	2,101,000
409 Wastewater Reserve Fund	201,818	126,708	414,216	9,763	494,321	15,500
412 Water Rights Acquisition Fund	123,984	123,984	155,741	93,465	639,508	167,500
413 Water Bond Redemption Fund	111,516	111,516	163,108	242,922	367,007	143,000
414 Wastewater Bond Redemption					11,526	
415 Water Bond Reserve Fund					174,761	16,809
416 Wastewater Bond Reserve					85,615	3,000
417 Treatment Plant Reserve Fund	255,977				443,632	23,000
418 Water Short Lived Asset Reserve Fund	107,890	102,888	254,225	39,852	59,821	32,195
419 Water Construction Loan Fund			57,826	1,661,990	9,872,700	
420 USDA Rural Development		2,480,739	3,517,728	220,074	0	
428 Water Fund Vehicle Reserve					106,876	
429 Wastewater Public Works Vehicle Rplacemen					21,376	



City Of White Salmon

2026 PROPOSED BUDGET CHANGES Fund Totals

Time: 10:23:00 Date: 12/12/2025

Page: 1

		Revenues				Expenditures	rage.	'
Fund	Original	Proposed	Difference		Original	Proposed	Difference	
001 Current Expense	0.00	4,190,762.00	4,190,762.00	0.0%	0.00	4,190,762.00	4,190,762.00	0.0%
101 Street Fund	0.00	811,341.00	811,341.00	0.0%	0.00	811,341.00	811,341.00	0.0%
108 Municipal Capital Imp Fund	0.00	103,000.00	103,000.00	0.0%	0.00	103,000.00	103,000.00	0.0%
110 Fire Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
112 General Fund Reserve	0.00	11,000.00	11,000.00	0.0%	0.00	11,000.00	11,000.00	0.0%
115 Emergency Response Fund	0.00	4,000.00	4,000.00	0.0%	0.00	4,000.00	4,000.00	0.0%
121 Police Vehicle Reserve Fund	0.00	82,806.00	82,806.00	0.0%	0.00	82,806.00	82,806.00	0.0%
122 Police General Reserve Fund	0.00	3,000.00	3,000.00	0.0%	0.00	3,000.00	3,000.00	0.0%
204 Local Bond Fund	0.00	53,000.00	53,000.00	0.0%	0.00	53,000.00	53,000.00	0.0%
302 Transportation Improvement Fund	0.00	295,500.00	295,500.00	0.0%	0.00	295,500.00	295,500.00	0.0%
303 Hotel/Motel Taxes	0.00	80,000.00	80,000.00	0.0%	0.00	80,000.00	80,000.00	0.0%
307 Park and Recreation Fund	0.00	35,600.00	35,600.00	0.0%	0.00	35,600.00	35,600.00	0.0%
341 General Fund Public Works Vehicle F	0.00	100.00	100.00	0.0%	0.00	100.00	100.00	0.0%
342 Street Fund Public Works Vehicle Re	0.00	200.00	200.00	0.0%	0.00	200.00	200.00	0.0%
401 Water Fund	0.00	4,924,597.00	4,924,597.00	0.0%	0.00	4,924,597.00	4,924,597.00	0.0%
402 Wastewater Collection Fund	0.00	1,595,086.00	1,595,086.00	0.0%	0.00	1,595,086.00	1,595,086.00	0.0%
408 Water Reserve Fund	0.00	2,101,000.00	2,101,000.00	0.0%	0.00	2,101,000.00	2,101,000.00	0.0%
409 Wastewater Reserve Fund	0.00	15,500.00	15,500.00	0.0%	0.00	15,500.00	15,500.00	0.0%
412 Water Rights Acquisition Fund	0.00	167,500.00	167,500.00	0.0%	0.00	167,500.00	167,500.00	0.0%
413 Water Bond Redemption Fund	0.00	143,000.00	143,000.00	0.0%	0.00	143,000.00	143,000.00	0.0%
414 Wastewater Bond Redemption Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
415 Water Bond Reserve Fund	0.00	16,809.00	16,809.00	0.0%	0.00	16,809.00	16,809.00	0.0%
416 Wastewater Bond Reserve Fund	0.00	3,000.00	3,000.00	0.0%	0.00	3,000.00	3,000.00	0.0%
417 Treatment Plant Reserve Fund	0.00	23,000.00	23,000.00	0.0%	0.00	23,000.00	23,000.00	0.0%
418 Water Short Lived Asset Reserve Fun	0.00	32,195.00	32,195.00	0.0%	0.00	32,195.00	32,195.00	0.0%
419 Water Construction Loan Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
420 USDA Rural Development - Jewett W	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
428 Water Fund Vehicle Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
429 Wastewater Fund Public Works Vehic	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
601 Remittances	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Excess/(Deficit):	0.00	14,691,996.00	14,691,996.00	0.0%	0.00	14,691,996.00	14,691,996.00	0.0%

2026 Annual Salary Matrix



Proposed

Pango	Step	1	2	3	4	5	6	7	8	9	10
Range	Years	0 to 1	2 to 3	4 to 5	6 to 7	8 to 9	10 to 11	12 to 13	14 to 15	16 to 17	18+
1 4%	Teals	37,248.27	38,365.71	39,516.69	40,702.19	41,923.25	10 10 11	12 10 13	14 (0 15	10 10 17	Ют
13		38,179.47	39,324.86	40,504.60	41,719.74	42,971.33					
15		39,133.96	40,307.98	41,517.22	42,762.73	44,045.62	45,366.98	46,727.99	48,129.83	49,573.73	51,060.9
7 16		40,112.31	41,315.68	42,555.15	43,831.80	45,146.76	46,501.16	47,896.19		50,813.07	52,337.4
3 17		41,115.12	42,348.57	43,619.03	44,927.60	46,275.43	47,663.69	49,093.60		52,083.40	53,645.9
18		42,142.99	43,407.28	44,709.50	46,050.79	47,432.31	48,855.28	50,320.94	51,830.57	53,385.48	54,987.0
19		43,196.57	44,492.47	45,827.24	47,202.06	48,618.12	50,076.66	51,578.96		54,720.12	56,361.72
1 20		44,276.48	45,604.78	46,972.92	48,382.11	49,833.57	51,328.58	52,868.44	54,454.49	56,088.12	57,770.7
21		45,383.39	46,744.90	48,147.24	49,591.66	51,079.41	52,611.79	54,190.15	55,815.85	57,490.33	59,215.0
3 22		46,517.98	47,913.52	49,350.92	50,831.45	52,356.40	53,927.09	55,544.90	57,211.25	58,927.59	60,695.4
1 23		47,680.93	49,111.36	50,584.70	52,102.24	53,665.31	55,275.27	56,933.52	58,641.53	60,400.77	62,212.80
24		48,872.95	50,339.14	51,849.32	53,404.79	55,006.94	56,657.15	58,356.86	60,107.57	61,910.79	63,768.1
25		50,094.78	51,597.62	53,145.55	54,739.91	56,382.11	58,073.58	59,815.78	61,610.26	63,458.56	65,362.3
7 26		51,347.15	52,887.56	54,474.19	56,108.41	57,791.66	59,525.41	61,311.18		65,045.03	66,996.3
3 27		52,630.82	54,209.75	55,836.04	57,511.12	59,236.46	61,013.55	62,843.96		66,671.15	
28		53,946.59	55,564.99	57,231.94	58,948.90	60,717.37	62,538.89	64,415.06		68,337.93	70,388.0
29		55,295.26	56,954.12	58,662.74	60,422.62	62,235.30	64,102.36	66,025.43		70,046.38	72,147.7
30		56,677.64	58,377.97	60,129.31	61,933.19	63,791.18	65,704.92	67,676.07		71,797.54	73,951.4
2 31		58,094.58	59,837.42	61,632.54	63,481.52	65,385.96	67,347.54	69,367.97	71,449.01	73,592.48	75,800.2
32 4 33		59,546.95 61,035.62	61,333.36 62,866.69	63,173.36 64,752.69	65,068.56 66,695.27	67,020.61 68,696.13	69,031.23 70,757.01	71,102.17 72,879.72	73,235.23 75,066.11	75,432.29 77,318.10	77,695.20 79,637.6
								-			
34		62,561.51 64,125.55	64,438.36 66,049.32	66,371.51 68,030.79	68,362.65 70,071.72	70,413.53 72,173.87	72,525.94 74,339.09	74,701.72 76,569.26		79,251.05 81,232.33	81,628.58 83,669.30
7 36		65,728.69	67,700.55	69,731.56	71,823.51	73,978.22	74,333.03	78,483.49		83,263.13	85,761.0
37		67,371.90	69,393.06	71,474.85	73,619.10	75,827.67	78,102.50	80,445.58		85,344.71	87,905.0
38		69,056.20	71,127.89	73,261.73	75,459.58	77,723.36	80,055.07	82,456.72		87,478.33	90,102.68
39		70,782.61	72,906.09	75,093.27	77,346.07	79,666.45	82,056.44	84,518.14		89,665.29	92,355.2
1 40		72,552.17	74,728.74	76,970.60	79,279.72	81,658.11	84,107.85	86,631.09		91,906.92	94,664.13
2 41		74,365.98	76,596.96	78,894.87	81,261.71	83,699.56	86,210.55	88,796.87	91,460.77	94,204.59	97,030.73
3 42		76,225.13	78,511.88	80,867.24	83,293.25	85,792.05	88,365.81	91,016.79	93,747.29	96,559.71	99,456.50
43		78,130.75	80,474.68	82,888.92	85,375.59	87,936.85	90,574.96	93,292.21	96,090.97	98,973.70	101,942.9
5 44		80,084.02	82,486.54	84,961.14	87,509.97	90,135.27	92,839.33	95,624.51	98,493.25	101,448.04	104,491.49
6 45		82,086.12	84,548.71	87,085.17	89,697.72	92,388.66	95,160.32	98,015.12	100,955.58	103,984.25	107,103.7
7 46		84,138.28	86,662.43	89,262.30	91,940.17	94,698.37	97,539.32	100,465.50	103,479.47	106,583.85	109,781.3
47		86,241.73	88,828.99	91,493.86	94,238.67	97,065.83	99,977.81	102,977.14	106,066.45	109,248.45	112,525.9
48		88,397.78	91,049.71	93,781.20	96,594.64	99,492.48	102,477.25	105,551.57	108,718.12		
49		90,607.72	93,325.95	96,125.73	99,009.50	101,979.79	105,039.18	108,190.36		114,779.15	
1 50		92,872.91	95,659.10	98,528.88	101,484.74	104,529.28	107,665.16	110,895.12		117,648.63	121,178.0
2 51		95,194.74	98,050.58	100,992.10	104,021.86	107,142.52	110,356.79	113,667.50	·		
52		97,574.61	100,501.84	103,516.90	106,622.41	109,821.08	113,115.71	116,509.18		123,604.59	127,312.7
53		100,013.97	103,014.39	106,104.82	109,287.97	112,566.61	115,943.60	119,421.91	123,004.57	126,694.71	130,495.5
54		102,514.32		108,757.44	112,020.17	115,380.77	118,842.19	122,407.46			133,757.9
55 7 56		105,077.18 107,704.11	108,229.49 110,935.23	111,476.38 114,263.29	114,820.67 117,691.19	118,265.29 121,221.92	121,813.25 124,858.58	125,467.65 128,604.34		133,108.63 136,436.34	137,101.88 140,529.43
57		110,396.71	113,708.61	117,119.87	120,633.47	121,221.92	127,980.04	131,819.45		139,847.25	
58		113,156.63	116,551.33	120,047.87	123,649.30	127,358.78	131,179.55	135,114.93		143,343.43	147,643.7
59		115,985.54	119,465.11	123,049.06	126,740.54	130,542.75	134,459.03	138,492.81	142,647.59	146,927.02	
1 60		118,885.18	122,451.74	126,125.29	129,909.05	133,806.32	137,820.51	141,955.13		150,600.19	155,118.2
2 61		121,857.31	125,513.03	129,278.42	133,156.78	137,151.48	141,266.02	145,504.00			158,996.1
62		124,903.75	128,650.86	132,510.38	136,485.69	140,580.27	144,797.67	149,141.60		158,224.33	162,971.0
4 63		128,026.34	131,867.13	135,823.14	139,897.84	144,094.77	148,417.62				167,045.3
64		131,227.00	135,163.81	139,218.72	143,395.28	147,697.14	152,128.06	156,691.90			171,221.4
65		134,507.67	138,542.90	142,699.19	146,980.17	151,389.57	155,931.26	160,609.20	165,427.47	170,390.30	175,502.00
7 66		137,870.36	142,006.48	146,266.67	150,654.67	155,174.31	159,829.54	164,624.42	169,563.16	174,650.05	179,889.5
67		141,317.12	145,556.64	149,923.34	154,421.04	159,053.67	163,825.28	168,740.04	173,802.24	179,016.30	184,386.79
68		144,850.05	149,195.55	153,671.42	158,281.56	163,030.01	167,920.91	172,958.54	178,147.29	183,491.71	188,996.4
69		148,471.30	152,925.44	157,513.20	162,238.60	167,105.76	172,118.93	177,282.50	182,600.97	188,079.00	193,721.3
70		152,183.09	156,748.58	161,451.04	166,294.57	171,283.40	176,421.91	181,714.56	187,166.00	192,780.98	198,564.4
2											
B Elected											
4 Mayor	A	24,000.00									
Council	Α	2,700.00									122

File Attachments for Item:

- B. 2026 Legislative Priorities
- 1. Presentation
- 2. Discussion
- 3. Action



COUNCIL REPORT

X	Business Item	Consent Agenda

Needs Legal Review: N/A

Meeting Date:

Agenda Item:

Presented By:

December 17, 2025

2026 Legislative Priorities

Marla Keethler, Mayor

Action Required:

Approve the 2026 Legislative Priorities

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the city's 2026 Legislative Priorities as presented.

Explanation of Issue:

The City of White Salmon annually adopts a set of legislative priorities to guide advocacy efforts during the Washington State legislative session. The proposed 2026 Legislative Priorities focus on wildfire resilience funding, critical transportation infrastructure, public safety transparency, equitable access to state public safety funding for small agencies, and long-term sustainability of municipal revenues.

These priorities reflect issues that directly affect White Salmon residents, infrastructure, and community resilience, and align with recent local experience, including wildfire impacts in the region, stalled state transportation projects, and increasing operational pressures on small cities. Adoption of these priorities allows the City to clearly communicate its positions to state legislators, partner agencies, and advocacy organizations.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

Adoption of the 2026 Legislative Priorities does not have a direct fiscal impact. However, successful advocacy related to these priorities could result in significant future benefits to the City, including restored wildfire resilience funding, advancement of delayed state transportation projects, improved access to public safety funding, and more sustainable municipal revenue tools.

Diversity Equity Inclusion & Stakeholder Analysis:

Several of the proposed priorities directly advance equity and community well-being. Restoring wildfire resilience funding supports rural and high-risk communities disproportionately affected by climate-driven disasters. Supporting law enforcement transparency legislation aligns with the City's adopted policies affirming dignity, safety, and trust for immigrant and mixed-status

families. Improving access to state public safety funding ensures small and rural agencies are not disadvantaged by administrative capacity constraints.

Stakeholders benefiting from these priorities include residents, local businesses, property owners, first responders, vulnerable populations, and regional partners.

Policy & Plan Implications:

Adoption of the 2026 Legislative Priorities is consistent with the City's comprehensive planning goals related to public safety, transportation access, infrastructure resilience, and inclusive governance. The priorities also align with prior Council actions, including resolutions supporting immigrant communities and long-term community resilience planning.

Recommendation of Staff/Committee:

It is recommended that City Council adopt the proposed 2026 Legislative Priorities as presented, enabling the City to engage proactively and consistently in state legislative advocacy on issues of critical importance to the White Salmon community.

Proposed 2026 Legislative Priorities

1. Restore Wildfire Resilience Funding (DNR)

Request: Restore the **\$60 million** cut to the Wildfire Response, Forest Restoration, and Community Resilience Account.

Why it matters:

This account directly funds wildfire preparedness, forest health, and frontline community protection across Washington. Investments have significantly expanded firefighting capacity, restored tens of thousands of acres of forest, and helped keep the vast majority of fires small and manageable.

Bottom Line:

Klickitat County property owners and communities have directly benefitted from these programs, as seen in the aftermath of last summer's Burdoin Fire. Failure to restore funding would eliminate most pass-through grants to local communities, end wildfire early detection camera deployment, and severely curtail forest health work—leaving rural and high-risk areas more vulnerable.

2. Fund SR-141 Repaying & Complete Streets (Bingen-White Salmon)

Request: Provide construction funding to move the SR-141 corridor project from planning into delivery.

Why it matters:

SR-141 is our primary west-east corridor and the main thoroughfare through downtown White Salmon. While planning and Complete Streets pre-design work has been completed, construction funding remains unidentified—leaving safety, ADA access, and multimodal improvements indefinitely delayed. This project was originally funded and scheduled for completion in 2020 before the Covid-19 pandemic caused it to be placed on an undefined hold/funding timeline.

Bottom line:

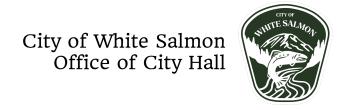
This project is essential to regional mobility, downtown vitality, and safe access for motorists, freight, cyclists, pedestrians, and people with disabilities. We need to see a concerted effort to schedule the remaining funds needed for completion so that the communities of Bingen and White Salmon are not stuck in limbo.

3. Support SB 5855 – Law Enforcement Transparency

Request: Support SB 5855 (Sen. Valdez) to prohibit law enforcement officers, including federal immigration agents operating in Washington, from wearing face-concealing masks during public interactions.

Why it matters:

Our community deserves to know who is exercising government authority in our neighborhoods. Transparency protects responsible officers, builds public trust, and reduces fear and confusion, particularly for immigrant and mixed-status families.



Bottom Line:

White Salmon stands firmly with its immigrant community and supporting this legislation is in keeping with Resolution 2025-07-625 Supporting our Immigrant Community. When one member of our community feels threatened, we all feel it. Accountability and dignity are foundational to public safety.

4. Improve HB 2015 Implementation for Small Agencies

Request: Refine HB 2015 implementation so small and rural law enforcement agencies can realistically access intended funding.

Why it matters:

HB 2015 created new public safety funding tools, including a dedicated sales tax and a \$100 million grant program. However, compliance and administrative requirements currently disadvantage smaller agencies with limited staff capacity.

Bottom Line:

In order for funding to reach all the communities it was meant to support (without imposing disproportionate administrative burdens) eligibility and reporting requirements should be revisited and potentially scaled.

5. Assert Sustainable City Funding & Reduce Unfunded Mandates

Request: Modernize local revenue tools and reduce reliance on unfunded or underfunded mandates.

Why it matters:

Cities are expected to maintain infrastructure and deliver essential services, yet are constrained by revenue structures—such as the 1% levy limit—that do not keep pace with inflation or service costs.

Bottom line:

Structurally unsound local budgets are not responsible governance. Cities need a more equitable partnership with the state, including progressive and flexible funding tools that allow communities to remain safe, resilient, and economically viable.

File Attachments for Item:

A. Department Head Reports

Bingen-White Salmon Police Department

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

Mike Hepner, Chief of Police

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



DEPARTMENT HEAD REPORT

Department: Police

Meeting Date: December 17, 2025 Presented By: Chief Mike Hepner

Administration:

- White Salmon Council Meeting
- Bingen Council Meeting
- Klickitat County Behavior Health Meeting
- Klickitat Community Link Project (K-LINK) Meeting
 A collaboration of community partners working together to better connect their services and better serve the community.
- Collective Bargaining Agreement Negotiations
- 2026-2028 Interlocal Agreement for Law Enforcement Setvices for City of Bingen

Patrol Division:

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

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

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

November 2024 & 2025 Activity Log attached.

Bingen-White Salmon Police Monthly Activity Log November 2024

White Salmon	Bingen	
6	1	Abandoned/Disabled Vehicle
13	5	Agency Assist
1	2	Alarm
5		Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
		Child Abuse/Neglect
6	2	Citizen Assist
	2	Civil Matter
1		Criminal Mischief
		Deceased
3	2	Disorderly
2	2	Domestic Violence
	1	Drugs
	1	DUI
3		Fire
		Fireworks
		Forgery
1		Fraud
	1	Harassment
		Hazmat
		Homicide
		Information
		Intoxication
		Juvenile Problem
		Kidnapping
41	19	

White Salmon	Bingen	
		Littering
		Missing Person/Runaway
		Medical Emergency
1		Mental Health
4	3	Motor Vehicle Accidents
		Motor Vehicle Theft
		Noise Complaint
3	3	Parking Problem
		Pornography
		Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
7		Suspicious
1	1	Theft
	1	Threats
1		Traffic Complaint/Hazard
5	1	Traffic Offense
2	2	Trespass
		Unsecure Premise
		Violation Court Order
1	1	Wanted Person
		Weapons Offense
2	5	Welfare Check
1		911 Hang-up Calls
28	21	

40	Bingen
69	White Salmon
109	Total

Bingen-White Salmon Police Monthly Activity Log November 2025

White Salmon	Bingen	
1	1	Abandoned/Disabled Vehicle
9	1	Agency Assist
3	4	Alarm
4	1	Animal Problem/Noise/Neglect
		Arson
2		Assault
		Attempt to Locate
1		Burglary
		Child Abuse/Neglect
7	3	Citizen Assist
2		Civil Matter
1		Criminal Mischief
		Deceased
5	2	Disorderly
1		Domestic Violence
1		Drugs
3		DUI
		False Reporting
		Fire
		Fireworks
		Forgery
1		Fraud
		Harassment
1		Hazmat
		Homicide
		Information
	2	Intoxication
3		Juvenile Problem
		Kidnapping
		Littering
45	14	

White Salmon	Bingen	
		Missing Person/Runaway
		Medical Emergency
1		Mental Health
6		Motor Vehicle Accidents
		Motor Vehicle Theft
	2	Noise Complaint
		Paper Service
4		Parking Problem
		Pornography
6	4	Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
3		Suspicious
2	1	Theft
		Threats
6		Traffic Complaint/Hazard
4	3	Traffic Offense
47	29	Traffic Stop
1		Trespass
		Unsecure Premise
1		Violation Court Order
1		Wanted Person
1		Weapons Offense
3	2	Welfare Check
4	3	911 Hang-up Calls
90	44	

58	Bingen
135	White Salmon
193	Total

CODE COMPLIANCE

Meeting Date: December 17, 2025 Presented By: Jenne Patterson



End-of-Year Report

Introduction

The Code Compliance Program continues to build a foundation of consistent, community-centered enforcement rooted in education, accessibility, and fairness. This report summarizes 2025 activities, accomplishments, caseload metrics, and priorities heading into 2026.

Program Foundations

City Council formally created the Code Compliance Officer position on January 19, 2024. The program's 2025 work reflects steady growth in outreach, enforcement consistency, and interdepartmental coordination across City functions.

Outreach & Community Engagement

2025 marked the first year of citywide Block-by-Block visits, resulting in **260** proactive contacts. Outreach improved voluntary compliance and strengthened public trust by focusing on education, accessibility, and early intervention.

Compliance Workflow

The workflow includes complaint intake, assessment, outreach, voluntary abatement, enforcement, and involuntary abatement when necessary. Cases commonly involve vegetation, line-of-sight, junk/clutter, zoning, short-term rentals, and general nuisance concerns.

2025 Performance: By the Numbers

Reactive and proactive work totaled approximately **341** contacts in 2025, compared to **136** in 2024. STR enforcement generated approximately **\$2,500** in revenue recovery. Backlogged cases decreased, and more proactive outreach helped reduce overall complaint volume.

Short-Term Rental Program Summary

The Granicus Host Compliance platform has produced roughly **30** STR enforcement cases since 2024 - cases that may not have been located without automated monitoring. The platform strengthens compliance by identifying suspected unpermitted operators, tracking listings across rental platforms, and providing solid evidence for consistent enforcement.

STR case outcomes:

- 15 Registered / became legally permitted
- 10 Removed listings
- 5 Converted to long-term rentals

Host Compliance identifies both specific suspected unpermitted STR operators and areas within the City where STR activity may be occurring, even when operators have not registered or disclosed their location. During a recent STR internal training session, Host Compliance flagged a suspected unpermitted STR with no disclosed address. City staff in training worked to identify the property and its owner.

In 2025, STR enforcement and registration resulted in approximately **\$2,500** in recouped revenue. When combined with time/labor savings, the Host Compliance platform is highly effective in the City's ability to monitor STR compliance.

As of the end of 2025, **34 STRs** are legally registered and permitted within the city.

Code Compliance Priorities for 2026

2026 will emphasize improved outreach materials, Spring Cleaning Month, wildfire season preparedness, right-of-way use enforcement, midyear program review, and continued refinement of reporting and metrics.

Acknowledgments

As the year closes, I want to extend a huge 'Thank You' to Mayor Keethler, the City of White Salmon Staff, the Bingen-White Salmon Police Department, the City Council Members, and the Commission and Committee Members for their continued collaboration. Special thanks to Erika for unwavering support - her institutional knowledge and dedication to partnership have been invaluable, a true public servant.

Serving White Salmon is both a responsibility and an honor, and I hold a deep appreciation for everyone who lives here and cares for it.

Take care of yourselves and each other.

Respectfully,

Jenne Patterson City of White Salmon

Code Compliance Office