



White Salmon Special City Council Meeting A G E N D A

August 13, 2026 – 3:00 PM
119 NE Church Ave and Zoom Teleconference
Zoom Meeting ID: [817 8044 5373](#)
Call In: 1 253 215 8782 US (Tacoma)

- I. **Call to Order**
- II. **Roll Call**
- III. **Consent Agenda**
 - [A.](#) Approval of the Washington State Department of Commerce Emergency Rapid Response Grant Agreement
 - [B.](#) Approval of Washington State Historical Society America's 250th Events Grant Agreement
- IV. **Business Items**
 - [A.](#) Ordinance 2026-1189 — Temporary Moratorium on Small-Box Discount Stores
 - 1. Presentation
 - 2. Discussion
 - 3. Action
- V. **Executive Session** — Potential Litigation with Legal Counsel (RCW 42.30.110(1)(i))
- VI. **Adjournment**



File Attachments for Item:

A. Approval of the Washington State Department of Commerce Emergency Rapid Response Grant Agreement



COUNCIL REPORT

☐ Business Item ☒ Consent Agenda

Needs Legal Review: Yes – Legal review completed
Meeting Date: August 13, 2026
Agenda Item: WA Department of Commerce Emergency Rapid Response Grant Agreement No. 27-64410-003
Presented By: Jennifer Neil, Director of Finance & Operations

Action Required:

Approve the Washington State Department of Commerce Emergency Rapid Response Grant Agreement No. 27-64410-003.

Motion for Business Item / Proposed Motion for Consent Agenda:

Move to approve the Consent Agenda as presented.

Background of Issue:

On May 28, 2026, a significant storm event caused erosion, earth movement, roadway failure, and damage to critical public infrastructure within the City of White Salmon. The City subsequently declared a local emergency and applied to the Washington State Department of Commerce Emergency Rapid Response (ERR) Grant Program for assistance with emergency recovery and restoration costs.

On August 10, 2026, Commerce notified the City that it had been awarded up to **\$1,000,000 in SFY27 Emergency Rapid Response funding** for stabilization and restoration of critical public infrastructure damaged during the May 28, 2026 storm emergency.

Explanation of Issue:

The grant will reimburse eligible costs associated with restoring essential transportation and utility infrastructure affected by the emergency. The approved scope includes stabilization and reconstruction of NE Skagit Avenue; reconstruction of the damaged Scenic Street roadway; replacement of the damaged municipal water main beneath Scenic Street; replacement of sewer and stormwater infrastructure within the NE Skagit Avenue reconstruction limits; removal of damaged pavement and unstable materials; engineering and geotechnical assessment; traffic control and public safety measures; construction inspection, engineering, project management and site restoration; and eligible insurance deductibles.

Eligible costs incurred on or after **May 28, 2026**, the date of the emergency, may be reimbursed under the agreement. The grant agreement becomes effective upon final signature and ends **June 30, 2027**.

Council Options:

City Council has the following options available currently:

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

Fiscal Analysis:

The grant provides up to **\$1,000,000** in state funding on a reimbursement basis for eligible emergency restoration costs. **There is no required City match associated with the grant award.** No advance payments are provided; therefore, the City must initially incur and pay eligible project costs and submit appropriate documentation to Commerce for reimbursement.

The overall emergency restoration project is anticipated to exceed the grant award. The City is also pursuing applicable insurance coverage and will coordinate funding sources to ensure there is no duplication of reimbursement for project costs.

Recommendation of Staff/Committee:

Staff recommends approval of Washington State Department of Commerce Emergency Rapid Response Grant Agreement No. 27-64410-003 and authorization for the Mayor to execute the agreement.

Follow Up Action:

Upon Council approval, the Mayor will execute the grant agreement. Staff will coordinate with Commerce to complete contract execution and will administer grant expenditures, documentation, reporting, and reimbursement requests in accordance with the agreement.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1500 Jefferson Street SE | PO Box 42525 | Olympia, Washington 98501 | 360-725-4000
www.commerce.wa.gov

August 10, 2026

Sent Via Electronic Mail Only

The Honorable Marla Keethler, Mayor
City of White Salmon

Re: Emergency Rapid Response SFY27 grant funding – Stabilization and restoration of critical public infrastructure damaged during the May 28, 2026, storm emergency.

Dear Mayor Keethler:

I am pleased to inform you that the City of White Salmon has been awarded up to \$1,000,000. in 2027 Emergency Rapid Response (ERR) funding.

Funding is provided for public safety and health emergency response activities and restoration of essential lifeline services following the May 2026 locally declared storm emergency.

Your Project Manager, Nicole Patrick, will coordinate the 2027 Emergency Rapid Response Grant contract with Commerce and route it to you for your signature. After your grant contract with Commerce is executed, Commerce will reimburse eligible costs for expenses incurred on or after May 28, 2026, the date of the emergency. All costs to be reimbursed must comply with applicable state eligibility and reporting requirements.

Please get in touch with your project manager, Nicole Patrick, at Nicole.patrick@commerce.wa.gov or 206-713-6997, if you have any questions.

Sincerely,

Mark K. Barkley, Assistant Director
Local Government Division



Grant to

CITY OF WHITE SALMON

through

Emergency Rapid Response Grant Program

Grant Number: 27-64410-003

For

Funding to support essential community services and recovery assistance after a local or state declared disaster or emergency.

Start Date: Upon Final Signature

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Face Sheet

Grant Agreement Number: 27-64410-003

Project Name: Stabilization and restoration of critical public infrastructure

**Washington State Department of Commerce
Local Government Division
Emergency Rapid Response Grant**

1. GRANTEE CITY OF WHITE SALMON PO BOX 2139 WHITE SALMON, Washington 98672		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Chris True, Public Works Director (509) 493-1133 Christ@whitesalmonwa.gov		4. COMMERCE Representative Nicole Patrick, Commerce Specialist (206) 713-6997 Nicole.Patrick@commerce.wa.gov	
5. Grant Amount \$1,000,000.00	6. Funding Source State: ☒ Other: ☐	7. Start Date Upon Final Signature	8. End Date June 30, 2027
10. Tax ID # 91-6001528	11. SWV # SWV0000319-00	12. UBI # 203000029	13. UEI # N/A
9. Award Method Direct: ☐ Competitive: ☒		NOFO/RFX # N/A	Proviso # N/A
14. Grant Agreement Purpose Funding to support essential community services and recovery assistance after a local or state-declared disaster. A full project description is included in Attachment "A", which outlines the Scope of Work and Budget.			
15. Acknowledgement and Acceptance of the Grant Agreement. COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions, including Attachment A – Scope of Work and Budget.			
FOR GRANTEE <u>NOT FOR SIGNATURE – REVIEW</u> _____ The Honorable Marla Keethler, Mayor City of White Salmon _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. **AUTHORITY**

COMMERCE and GRANTEE enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant Agreement.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant Agreement.

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the Grant Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. GRANTEE's compensation shall be based on the terms of the Scope of Work and Budget.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. GRANTEE shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

4. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay GRANTEE upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Project name or the Grant Number listed on the Face Sheet of this Grant Agreement.

If applicable, GRANTEE must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing GRANTEE's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. GRANTEE must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

End of Fiscal Year Invoices

Invoices are due on the 20th of the month following the provision of services.

Final invoices for state fiscal year 2027 (June 30, 2027) are due no later than the 10th of July 2027.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime or bonus pay.

COMMERCE may, in its sole discretion, withhold up to five percent of the Grant Amount listed on the Face Sheet until completion of the project.

5. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subcontractors and the portion of Grant Agreement funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to any capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

9. TRANSFER OF COMMERCE-OWNED PROPERTY

COMMERCE may, in its sole discretion and in writing, transfer title of equipment reimbursed under this contract to Grantee. Such equipment shall be used for the purpose or purposes stated elsewhere in this contract and GRANTEE shall include this requirement in the event GRANTEE transfers title of such equipment.

10. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to the Recapture provisions.

11. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

12. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 20 (Treatment of Assets) is superseded by this provision.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work and Budget

General Terms and Conditions

14. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington State Department of Commerce.
- C. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the State of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

15. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

16. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

17. ASSIGNMENT

Neither this Grant Agreement, work thereunder, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

18. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply

to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

19. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

20. DISPUTES

In the event that a dispute arises under this Agreement, 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 review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

21. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

22. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

23. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

24. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

25. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services 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 Grant Agreement.

The GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may suspend or terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

27. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

28. SUBCONTRACTING

The GRANTEE may only subcontract work contemplated under this Grant Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the GRANTEE shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its subcontracting procedures as they relate to this Grant Agreement; (b) prohibit the GRANTEE from subcontracting with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant Agreement. The GRANTEE is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence

of a subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

29. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant Agreement shall so survive.

30. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

32. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- D. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- E. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- F. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- G. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- H. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- I. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- J. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

33. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- K. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- L. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- M. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- N. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement.
- O. All reference to the GRANTEE under this clause shall also include GRANTEE's employees, agents or Subcontractors.

34. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A – Scope of Work and Budget

Section A: Project Description / Deliverable

Funds awarded under this grant shall be used by CITY OF WHITE SALMON for the stabilization and restoration of critical public infrastructure damaged during the May 28, 2026, storm emergency. Located at Skagit Ave and Scenic St., White Salmon, WA; 45.730260,-121.480258 (Project).

This Project will include, but not be limited to:

1. Emergency roadway stabilization and reconstruction of NE Skagit Avenue.
2. Reconstruction of the damaged Scenic Street roadway.
3. Replacement of the damaged municipal water main beneath Scenic Street.
4. Replacement of sewer and stormwater infrastructure within the NE Skagit Avenue reconstruction limits.
5. Removal of damaged pavement and unstable materials. Engineering evaluation and geotechnical assessment.
6. Traffic control and public safety measures required during emergency repairs.
7. Construction inspection, engineering, project management, and site restoration associated with emergency reconstruction.
8. Insurance deductibles

This Project will benefit the public by restoring safe public access, reliable potable water service, wastewater conveyance, stormwater functionality, stabilization of damaged infrastructure, and re-establishment of essential transportation and utility services.

Costs incurred on or after May 28, 2026, the date of the emergency, are eligible for reimbursement.

Section B: Project Budget

Budget Code & Description PI 64410 ERR Work/Program	
Total Emergency Rapid Response Funds	\$1,000,000.00

File Attachments for Item:

B. Approval of Washington State Historical Society America's 250th Events Grant Agreement



COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review: Yes, Complete
 Meeting Date: August 13, 2026
 Agenda Item: WA State Historical Society America's 250th Events Grant Agreement
 (Contract No. 250E-28)
 Presented By: Jennifer Neil, Director of Finance & Operations

Action Required:

Approval of the consent agenda.

Background of Issue:

Earlier this year, the City applied for funding through the Washington State Historical Society's America's 250th Events Grant Program to support the 2026 White Salmon Independence Day Parade. The City has been selected to receive a \$1,000 grant to assist with eligible event costs.

The grant will support the City's Fourth of July Parade celebrating both Independence Day and America's 250th anniversary. As identified in the contract scope of work, the funds will be used toward contracted traffic control and event safety services associated with the parade.

Explanation of Issue:

The proposed agreement provides the City with a \$1,000 reimbursement grant through the Washington State Historical Society's America's 250th Events Grant Program. The grant period extends from February 24, 2026, through October 31, 2026, during which all eligible expenses must be incurred. Grant funds are limited to the approved scope of work, which includes contracted traffic control and event safety services for the 2026 White Salmon Fourth of July Parade. The agreement requires the City to submit reimbursement requests supported by documentation of eligible expenditures and a narrative report, maintain grant records in accordance with state requirements, and acknowledge the Washington State Historical Society in promotional materials and public communications related to the funded event.

Council Options:

City Council has the following options available currently:

1. Accept the Staff Recommendation and approve the contract.
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:

- **Grant Amount:** \$1,000
- **Match Required:** \$0 - None identified in draft agreement

- **Payment Method:** Reimbursement upon submission of eligible expenses, required documentation, and a narrative report.

Recommendation of Staff/Committee:

Move to authorize the Mayor to execute Contract No. 250E-28 with the Washington State Historical Society for the America's 250th Events Grant Program in the amount of \$1,000 and authorize the Director of Finance & Operations to administer the grant and execute all reimbursement requests and associated grant documents.

Follow Up Action:



**State of Washington
Washington State Historical Society**

Contract #: 250E-28
Grantee: City of White Salmon

PARTIES TO THE CONTRACT

This Federally funded contract for the Washington State America's 250th Events Grant program (Contract) is entered between **City of White Salmon, 100 N Main Ave, PO Box 2139, White Salmon, Washington, 98672** (Grantee, lower tier grantee) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, Washington 98402 (Agency), and shall be binding upon all agents and all persons acting by or through the parties.

A. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which the Agency provides a grant to the Grantee for the purpose of the program/event titled **"Fourth of July Parade."** RCW 27.34.070, Chapter 39.34 RCW, and the Economic Development Administration requirements for FAIN 07 79 07797, provide the statutory authorization and grant specifications.

B. DESCRIPTION OF THE ACTIVITY, PROJECT, OR PROGRAM

Grantee shall use funds provided under this Contract solely for the purpose of the grant proposal as described in "Attachment B: Scope of Work and Expenses."

C. AMOUNT OF GRANT

Total amount provided under this contract is **one thousand dollars (\$1,000.00)**. Payments will be made in accordance with the requirements identified in Section C of "Attachment A: General Terms and Conditions."

D. CONTRACT PERIOD

Funds are awarded for the period beginning February 24, 2026 to October 31, 2026. The Grantee must expend all funds by the ending date of this Contract. The Grantee shall notify the Agency immediately in writing if any portion of the funds will not be expended by the end of this period.

E. RIGHTS AND OBLIGATIONS

1. All rights and obligations of the parties to this Contract shall be subject to this Contract and its attachments, including the following which by this reference are made a part of this Contract:

Attachment A:	General Terms and Conditions
Attachment B:	Scope of Work and Expenses
2. Grantee certifies it is an America's 250th Official Partner in Washington State and has listed its event/program on the statewide events calendar. Grantee further certifies it is a not for profit entity and qualifies as a 501c3 non-profit, fiscally sponsored organization, Tribal entity, or local government entity in Washington State.
 - a. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**



LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

F. ENTIRE CONTRACT

This Contract including all attachments contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties. This Contract may be amended as set forth in the Amendments or Modifications Section 2 in Attachment A.

G. CONTRACT REPRESENTATIVES

The following shall be the contact persons for all communications and billings regarding the performance of this Contract. Either party shall provide written notification to the other of changes in contract representation.

The Grantee's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The Grantee's representative shall be:

Jennifer Neil, Director of Finance & Operations
 City of White Salmon
 100 N Main Ave, PO Box 2139, White Salmon, Washington, 98672
 509-493-1133
jennifern@ci.white-salmon.wa.us

The Agency's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The Agency's representative shall be:

Dylan High, Statewide Partnerships Coordinator
 Washington State Historical Society
 1911 Pacific Avenue, Tacoma, Washington 98402
 253-878-4011
dylan.high@wshs.wa.gov



H. SIGNATURES

This Contract is executed by the persons signing below who warrant that they have authority to execute this contract.

Nicholas Vann, Executive Director
Washington State Historical Society

Marla Keethler, Mayor
City of White Salmon
Federal Tax ID#: 91-6001528
Federal UEI#: LXXCJLJMJAB9

Date

Date



Contract #: 250E-28
ATTACHMENT A
GENERAL TERMS AND CONDITIONS

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A. GENERAL CONTRACT TERMS

1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

2. Amendments or Modification

This Contract may be amended or modified only by mutual consent of the Agency and Grantee. To be effective, any amendment or modification must be in writing, signed by all parties, and attached hereto. No oral understanding or agreement binds the parties.

3. 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.

4. Waiver of Default or Breach

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach shall not be construed to be a modification of the terms of the Contract.

B. PERFORMANCE AND GENERAL RESPONSIBILITIES

1. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

2. Indemnification

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

Agency, the State of Washington, and the Department of Commerce are not liable for claims or damages arising from the Grantee's performance of this contract.

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Washington, including the Agency and all officials, agents, employees of the State from and against any liability, damages, claims, suits and/or expenses arising out of or resulting from performance of this Contract, including, but not limited to, injury to persons or property, failure to follow applicable law, acts that are libelous or slanderous, and the violation or infringement of any copyright, patent,

trademark, trade name or unfair trade practice law. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any subcontractor or its employees, including any other person regardless of employment status authorized by Grantee to work on the grant. The Grantee shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the Grantee or any person regardless of employment status the Grantee has authorized to work on this grant.

3. Independent Capacity of Grantee

This Contract creates an independent contractor relationship. The Grantee and its employees or agents performing under this Contract are not employees or agents of the Agency or the State of Washington. The Grantee and its employees or agents will not make any claim, demand, or application to or for any right or privilege which would accrue to such an officer or employee under law.

4. Nonassignability

The Grantee shall not assign this Contract, any rights or obligations under this Contract, or any claim arising under this Contract without prior written consent of the Agency.

5. Publicity/Acknowledgements

The Grantee shall acknowledge the Agency in all printed or oral material and announcements, including in-person interviews with audio, video, or print journalists, which result from this Contract.

C. COMPLIANCE WITH LAWS, RECORDKEEPING, AND INSPECTION

1. Americans With Disabilities Act (ADA)

The Grantee must comply with the ADA of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodation, state and local government services, and telecommunications.

2. Compliance with Applicable Law

The Grantee shall comply with all applicable and current federal, state, and local laws, regulations, and policies, including all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

3. Nondiscrimination Laws

During the performance of this Contract, the Grantee shall comply with all federal and state nondiscrimination laws, regulations, or policies. If the Grantee does not comply or refuses to comply with nondiscrimination laws, regulations or policies, the Agency may rescind, cancel, or terminate this Contract in whole or in part and may also declare the Grantee ineligible for further contracts with the Agency. The Grantee shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the "Disputes" provision in this Contract.

4. Public Disclosure/Confidentiality

Grantee acknowledges that the Agency is subject to Chapter 42.56 RCW, the Public Records Act and that this Contract shall be a public record. Any specific information that is claimed by the Grantee to be confidential or proprietary must be clearly identified as such by the Grantee. To the extent consistent with Chapter 42.56 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Grantee's proprietary information, the Agency will notify the Grantee of the request and the date that such records will be released to the requester unless Grantee obtains a court order enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, the Agency will release the request information on the date specified.

The Grantee shall not use or disclose any information concerning the Agency, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the Agency, or (2) as may be required by law.

5. Records, Documents, and Reports

The Grantee shall maintain complete financial records, including all accounts, books, records, documents, invoices and other evidence, that sufficiently and properly reflect all direct and indirect costs of any nature expenses incurred and revenues acquired under this Contract.

These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Agency or the Office of the State Auditor. The Grantee will retain all books, records, documents, and other materials relevant to this Contract for six years after termination or expiration of the Contract, and make them available for inspection by persons authorized under this provision. 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.

6. Right of Inspection

The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Agency pertinent to the intent of this Contract, including right of entry for periodic site inspections. The Grantee shall provide right of access to the facilities and/or site of the activity, project, or program to the Agency, or to any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7. Subcontracting

The Grantee shall not subcontract this contract to a third party without the written permission of the Agency.

D. FUNDING, REIMBURSEMENT AND BUDGET

1. Reimbursement

- a) Payment to the Grantee shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the Agency. Reimbursement

shall be allowed for actual costs incurred and paid. No advance payments shall be made to the Grantee.

- b) The request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the Grantee with the authority bind the Grantee.
- c) After receiving and approving the voucher and accompanying information, the Agency shall promptly remit a warrant to the Grantee. The obligation of the Agency to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the Grantee.

2. Taxes

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

E. TERMINATION AND DISPUTES

1. Disputes

The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute review by the Agency's Executive Director. The parties agree that these dispute resolution proceedings shall precede any action in a judicial or quasi-judicial tribunal.

2. Governing Law and Venue

Washington law shall govern this Contract. In the event of a lawsuit involving this Contract, venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The Grantee, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date.
- b) In the event this Contract is terminated, the Grantee shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the Agency, as the Agency reasonably determines.

4. Termination or Suspension for Cause

- a) In the event the Agency determines the Grantee has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate the Contract.

- b) If the Contract is terminated for cause, the Agency reserves the right to require the Grantee to repay all or any portion of funds paid to the Grantee prior to termination.
- c) The Grantee shall make repayment within twenty (20) days of the demand. Notwithstanding other provisions of this contract to the contrary, if the Agency is required to institute legal proceedings to enforce this repayment provision, the Agency shall be entitled to its costs, including reasonable attorneys' fees. However, repayment shall not be the sole or exclusive remedy available to the Agency. No remedy available to the Agency shall be deemed exclusive. The Agency may elect to exercise any single, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

5. Termination for Fraud or Misrepresentation

In the event the Grantee commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the Agency reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the Grantee under the grant.

6. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.



Contract #: 250E-28
ATTACHMENT B
Scope of Work and Expenses

The Grantee agrees that funds shall be used solely for the purposes described here below:

Event/Program Title: Fourth of July Parade

Date(s): July 4, 2026

Location(s): White Salmon, Klickitat County

Description: The City of White Salmon's Independence Day Parade is a long-standing community tradition that brings together residents, visitors, veterans, civic organizations, businesses, and first responders to celebrate the nation's founding, and this year will also celebrate America's 250th anniversary.

Expenses:

<i>Venue, site, and equipment costs</i>	----
<i>Supplies</i>	----
<i>Staffing costs</i>	----
<i>Contracts</i>	Contracted traffic control and event safety services for the White Salmon Independence Day Parade
<i>Marketing and outreach</i>	----
<i>Licenses, permits, insurance, and fees</i>	----
<i>Other</i>	----

CERTIFICATION

The Grantee, by its signature, certifies that the express purpose of the grant as described in the Scope of Work and Expenses set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date written below.

Marla Keethler, Mayor
City of White Salmon

Date

File Attachments for Item:

A. Ordinance 2026-1189 — Temporary Moratorium on Small-Box Discount Stores

1. Presentation

2. Discussion

3. Action



COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

August 13, 2026

Agenda Item:

Ordinance 2026-1189 – Temporary Moratorium on Small-Box Discount Stores

Presented By:

Marla Keethler, Mayor

Action Required:

Review and consider adoption of Ordinance 2026-1189 establishing a temporary moratorium on the acceptance and processing of applications for Small-Box Discount Stores within the Commercial (C) District.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance 2026-1189 establishing a temporary moratorium on the acceptance and processing of applications for Small-Box Discount Stores within the Commercial (C) District.

Background of Issue:

The City's Commercial (C) District currently permits a broad range of retail stores and shops outright. The White Salmon Municipal Code does not currently define or separately regulate "Small-Box Discount Stores," commonly associated with small-format chain discount or "dollar store" retail establishments.

Staff has begun work on potential amendments to Chapters 17.08 and 17.48 WSMC that would define this category of retail use and allow the City to consider whether these establishments should be prohibited or otherwise regulated within the Commercial District. Any permanent code amendment will proceed through the City's established legislative process, including Planning Commission review and recommendation, public participation, environmental review as applicable, and subsequent consideration by the City Council.

That process is anticipated to continue through the fall. In the interim, an application submitted under the City's existing regulations could obtain development rights under the regulations in effect at the time of a complete application, potentially allowing this type of development to proceed before the City has completed its policy review.

The proposed moratorium is intended to preserve the status quo during that limited period. It does not establish the City's permanent policy regarding Small-Box Discount Stores and does not prejudice the recommendation of the Planning Commission, public input, or the Council's ultimate decision.

Explanation of Issue:

Recent community discussion regarding commercial development in the downtown area has highlighted broader questions about whether the City's existing regulations adequately reflect community expectations for the types and scale of commercial uses appropriate within White Salmon's downtown core. Public comments received through a recent development review raised concerns regarding compatibility with downtown character, pedestrian and traffic impacts, and the relationship of new development to existing locally serving businesses.

These questions are also consistent with the City's Comprehensive Plan, which emphasizes maintaining White Salmon's small-town character, supporting small-scale and local businesses, encouraging walkability and compact development, and sustaining a vibrant downtown business district.

The proposed moratorium provides a limited period for the City to evaluate whether its development regulations adequately implement those goals as they relate to Small-Box Discount Stores. It allows that policy question to be considered deliberately through Planning Commission review, public participation, and Council consideration without the possibility of an intervening application establishing rights under the existing code.

The moratorium is narrowly focused on this specific category of retail use and does not affect retail development generally. It applies prospectively and does not affect complete applications submitted before its effective date or otherwise interfere with vested development rights. Although authorized for up to six months, the moratorium may be terminated earlier once the City's legislative review is complete.

Council Options:

City Council has the following options available currently:

1. Adopt the ordinance as presented.
2. Revise the ordinance and adopt as amended.
3. Refer the ordinance back to staff for further work.
4. Take no action on the ordinance.

Fiscal Analysis:

No direct fiscal impact is anticipated from adoption of the moratorium. The ordinance will require staff and Planning Commission time to complete review of proposed amendments to Chapters 17.08 and 17.48 WSMC and conduct the required legislative and public review process.

Follow Up Action:

If adopted, the moratorium will take effect immediately. Staff will continue development and review of proposed amendments to Chapters 17.08 and 17.48 WSMC, including Planning Commission review, public participation, environmental review as applicable, and presentation of proposed permanent regulations to the City Council.

The City Council will hold the required public hearing within 60 days of adoption to receive public testimony and consider any additional findings of fact. The moratorium may be terminated earlier than six months if the City's legislative review is completed and Council takes action on permanent regulations.

Recommendation of Staff:

The administration recommends adoption of Ordinance 2026-1189 establishing a temporary moratorium on Small-Box Discount Stores within the Commercial (C) District.

CITY OF WHITE SALMON, WASHINGTON**ORDINANCE NO. 2026-1189****AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, ADOPTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR SMALL-BOX DISCOUNT STORES WITHIN THE COMMERCIAL (C) DISTRICT; ESTABLISHING FINDINGS OF FACT; PROVIDING FOR A PUBLIC HEARING; ESTABLISHING A WORK PLAN; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the City of White Salmon is a Washington code city with authority to regulate the use and development of land within its jurisdiction; and

WHEREAS, RCW 35A.63.220 authorizes the legislative body of a code city to adopt moratoria and interim zoning controls and establishes procedures governing the adoption and duration of such measures; and

WHEREAS, the City's Commercial (C) District currently permits retail stores and shops as principal uses permitted outright, including stores providing hardware, dry goods, apparel, home appliances, furniture, gifts, and other goods and services; and

WHEREAS, the City's existing development regulations do not separately define or regulate small-box discount stores as a distinct land-use category; and

WHEREAS, City staff has identified a need to evaluate whether the City's existing development regulations adequately address certain small-format retail uses within the Commercial (C) District and is preparing proposed amendments to Chapters 17.08 and 17.48 WSMC for consideration through the City's established legislative process; and

WHEREAS, the proposed amendments being developed by City staff would establish a definition of "Small-Box Discount Store" and present for legislative consideration whether such uses should be prohibited or otherwise regulated within the Commercial (C) District; and

WHEREAS, the City Council has not determined whether such amendments should ultimately be adopted and intends that question to be considered through the City's established legislative process, including Planning Commission review and recommendation, public participation, environmental review as applicable, and subsequent consideration by the City Council; and

WHEREAS, completion of that legislative process will require time for appropriate analysis, public participation, Planning Commission consideration and recommendation, and City Council consideration; and

WHEREAS, Washington law provides that a valid and fully complete building permit application for a structure permitted under the zoning or other land-use controls in effect on the date of application generally must be considered under the zoning and other land-use controls in effect on the date of application; and

WHEREAS, acceptance of a qualifying development application for a small-box discount store before completion of the City's legislative review could establish development rights under existing regulations before the City Council has had an opportunity to consider whether those regulations adequately address that use; and

WHEREAS, the City Council finds that temporarily preserving the status quo for this narrowly defined category of land use is appropriate to allow the City's legislative process to proceed in a meaningful and orderly manner without the potential for an intervening application to frustrate the purpose of that review; and

WHEREAS, the City Council's adoption of this moratorium is not a determination that small-box discount stores should ultimately be prohibited, nor does it prejudice the Planning Commission's recommendation, public input, or the City Council's ultimate legislative decision regarding permanent regulations; and

WHEREAS, the City Council intends this moratorium to be narrowly limited in subject matter and duration and not to prohibit or delay retail development generally within the City;

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

Section 1. Findings of Fact.

The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 5 below.

Section 2. Moratorium Imposed.

As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under Sections 3 and 4 of this ordinance, the City hereby imposes a temporary moratorium on all building permit applications or other land development applications, included or otherwise described in the White Salmon Municipal Code, that propose the establishment or development of a Small-Box Discount Store within the Commercial (C) District regulated under WSMC Chapter 17.48.

For purposes of this ordinance, "Small-Box Discount Store" means a retail establishment with a gross floor area of less than 10,000 square feet that operates under a common trade name, trademark, or franchise and primarily offers for sale a variety of discounted consumer goods, household items, personal care products, packaged foods, or similar merchandise and that:

1. Does not include a gasoline fueling station; and
2. Does not include a prescription pharmacy.

Section 3. Effect on Vested Rights.

The moratorium imposed under Section 2 of this ordinance shall apply prospectively only, and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this ordinance. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of White Salmon regulations, provided that a permit applicant has filed a complete Permit Application before the effective date of this ordinance.

Section 4. Work Plan.

During the moratorium, City staff and the Planning Commission shall continue review of proposed amendments to Chapters 17.08 and 17.48 WSMC addressing Small-Box Discount Stores, including appropriate public participation, Planning Commission review and recommendation, environmental review as applicable, and presentation of proposed permanent regulations to the City Council for consideration.

Section 5. Public Hearing.

Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact.

Section 6. Interpretive Authority.

The City of White Salmon Mayor, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 7. Severability.

Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 8. Declaration of Emergency; Effective Date; Duration.

This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This moratorium shall take effect immediately, and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the moratorium for one or more six month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

Section 9. Effective Date

This ordinance shall take effect immediately upon adoption by a majority plus one of the councilmembers as necessary to protect public health and safety, public property, or public peace.

ADOPTED by the City Council of the City of White Salmon, Washington, at a _____ meeting thereof this ____ day of _____, 2026.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Erika Castro Guzman, City Clerk

Shawn MacPherson, City Attorney