



White Salmon City Council Meeting

Agenda

December 18, 2024 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: 847 7816 1758

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/84778161758>

Wastewater Work Session – 5pm

- I. **Call to Order, Land Acknowledgement, and Presentation of the Flag**
- II. **Roll Call**
- III. **Changes to the Agenda**

- IV. **Presentations**
 - A. Chief Bill Hunsaker Service Recognition
 - B. Mayor's Updates

- V. **Public Comment** Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.

- VI. **Consent Agenda**
 - [A.](#) Approval of 2025 Lodging Tax Grant Awards
 - [B.](#) Approval of Task Order for Buck Creek Water Treatment Plant Roof Improvements
 - [C.](#) Approval of MuniCode Subscription Addition of OrdBank Feature
 - [D.](#) Approval of Public Safety Testing Subscription Renewal 2025
 - [E.](#) Approval of 2025-2026 Engineering Contracts
 - [F.](#) Approval of Jewett Manhole Project Retainage Payment
 - [G.](#) Approval of USDA Outlay 13 and NCE Payment 13
 - [H.](#) Approval of WKRFA Lease Agreement
 - [I.](#) Approval of September 2024 Treasurer Report
 - [J.](#) Approval of October 2024 Treasurer Report
 - [K.](#) Approval of November 2024 Treasurer Report
 - [L.](#) Approval of Meeting Minutes - December 4, 2024
 - [M.](#) Approval of Vouchers

- VII. **Business Items**
 - [A.](#) **Ordinance 2024-12-1173 Amending WSMC 17 Commercial Form Based Code**
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - [B.](#) **Ordinance 2024-12-1170 Amending the 2024 Budget No. 4**
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - [C.](#) **Ordinance 2024-12-1172 NW Natural Franchise Agreement**
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion and Action
 - [D.](#) **Ordinance 2024-12-1174 Amending WSMC 3.36 Land Use Fees Update**
 - 1. Presentation
 - 2. Discussion
 - 3. Action
 - [E.](#) **Ordinance 2024-12-1171 Amending WSMC 17 Parking**
 - 1. Presentation
 - 2. Discussion
 - 3. Action

F. Resolution 2024-12-604 Adopting the Greenhouse Gas Emissions Reduction Plan

1. Presentation
2. Discussion
3. Action

VIII. Reports and Communications

- [A.](#) Department Head Reports
- B. Council Member and Committee Reports

IX. Executive Session (if needed)

X. Adjournment

File Attachments for Item:

A. Approval of 2025 Lodging Tax Grant Awards



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 18, 2024

Agenda Item:

2025 Lodging Tax Grants

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Approval of 2025 Lodging Tax Grants.

Motion for Business Item / Proposed Motion for Consent Agenda:

1. Motion to approve 2025 Lodging Tax Grant for Mt. Adams Chamber of Commerce 2024 White Salmon Events in the amount of \$39,399.
2. Motion to approve 2025 Lodging Tax Grant for Mt. Adams Chamber of Commerce 2024 White Salmon Tourism in the amount of \$39,436.

Explanation of Issue:

The City established guidelines for the city’s lodging tax grant program (attached). The city opened the application period on October 1, 2024. Applications were due November 8, 2024.

The City received two applications. The grant applications are attached.

1. Mt. Adams Chamber of Commerce 2024 White Salmon Events - \$39,399
2. Mt. Adams Chamber of Commerce 2024 White Salmon Tourism – \$39,436

The Lodging Tax Advisory Committee met on November 27, 2024 to review the applications and have recommended awarding of the 2 grants as presented.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The proposed 2025 budget provides for \$78,835 in Lodging Tax Grants as previously set by the City Council on September 4, 2024.



City of White Salmon Office of City Hall

Lodging Tax Grant Program 2025 GRANT PROGRAM GUIDELINES

Goal

To invest in facilities, events and activities that increase overnight and day-visitors to the City of White Salmon and result in increased tourism-related revenues.

Background

RCW 67.28.180 allows municipalities to impose up to a 4% lodging tax on stays of less than 30 days at hotels, motels, bed & breakfasts, campgrounds and RV Parks. This also includes short-term rentals. The City of White Salmon has implemented the first 2% portion of the authorized 4% lodging tax.

State Requirements

Authorized uses for lodging taxes are:

- Tourism marketing including operation of a destination marketing organization (DMO)
- Marketing and operation of special events and festival designed to attract tourists
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or by a public facilities district
- Operations of tourism-related facilities

Program requirements include:

- Organizations eligible to receive funds are municipalities, destination marketing organizations, or non-profit organizations (which include main street organizations, lodging associations and chamber of commerce).
- All applicants, including municipalities, must follow the same applicant process.

City Grant Guidelines

- Organizations may submit more than one application each year but there must be a separate application form for each project/activity.
- Matching funds are not required but are encouraged as a sign of community support and organization commitment.
- Grants must be for a minimum of \$2,500. Total grant funding available for program in 2025 is \$78,835.
- Special events/festivals, capital projects or facilities requesting operating funds must be located inside the City limits.
- Special events/festivals:

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

- Grants funds can be used for operational expenses, including marketing and promotion with the exception of salaries and/or benefits for event organizers or other key staff, insurance and travel. Funds may be used for security staff, traffic control, etc.;
- Funds are available beginning in February of each year and must be spent within the calendar year.
- For existing special events – in operation for more than three years – proposals must be for expansion or enhancement for the event and those expansions and/or enhancements must be clearly defined and measurable.
- All advertising must acknowledge the City of White Salmon as sponsor.

Criteria for Grant Awards

Priority will be given to lodging tax grant proposals that:

- Demonstrate potential to result in overnight stays by tourists in lodging facilities within the City of White Salmon or to attract day visitors from outside Klickitat County.
- Provide, maintain, operate or enhance City-owned tourist related facilities or infrastructure.
- Promote the City of White Salmon and/or events, activities and places in the city to potential tourists from outside the region.
- Have a demonstrated potential to result in economic benefit to White Salmon. Successful proposals will show specific strategies to draw visitors.
- Provide funds from sources other than lodging tax funding.
- Are sponsored by an organization that has a successful track record with similar projects or events.

Applicants will be invited to give a five (5) minute presentation on their proposal to the Lodging Tax Advisory Committee, who makes grant funding recommendations to the City Council. The Lodging Tax Advisory Committee will meet in November.

Reporting

All lodging tax fund recipients must submit a report to the City describing the results of the project program or event. For events/festivals, report must be submitted within 90-days after the event. For all other project or facilities, the report is submitted annual, due by January 31st of the year following the funding year. Per state requirements, the report must include the following information:

- The number of people attending the event or visiting the facility;
- The number of people attending the event or visiting the facility who stayed overnight in paid accommodations;
- For day visitors, the number of people attending the event or visiting the facility who came fifty (50) miles or more, one-way, from their residence or business; or
- The number of people attending the event or visiting the facility who came from another country or state outside of their place of residence or business;

- An explanation of how attendance figures were calculated.

Contracting Requirements

Organizations receiving lodging tax funds, with the exception of the City itself, are required to enter into an agreement with the City of White Salmon.

- Funding is provided on a reimbursable basis and copies of receipts must be included with the reimbursement request. Expenses that are not in accordance with the approved scope of work and agreement will not be eligible for reimbursement.
- Reimbursements will be made within approximately 30-days of submittal of request and receipts.
- Costs incurred prior to the grants being approved by the City Council and the execution of the agreement are not eligible for reimbursement.
- The applicant must have liability insurance, in an amount commensurate with the risk exposure of the project, and which names the City of White Salmon as an additional insured.
- Funds awarded for year-round operations of a program or facility will be dispersed quarterly.

Timeline

October 1	Lodging tax grant applications are available
November 8	Lodging tax grant applications are due
November	Lodging Tax Advisory Committee review of applications
December 4	City Council approval of grants
February 2025	Funding is available

Definitions

“Capital Improvements” can include wayfinding and other signage, restrooms, and transportation options.

“Municipality” means any county, city or town in the state of Washington.

“Special event/festival operations” can include any expenses associated with the operation of the event or festival with the exception of staffing expenses (salaries, benefits, travel, etc.) or insurance.

“Tourist” is defined by RCW 67.28 as people who travel more than 50 miles, one way, from their place of residence or business for the day or who stay overnight in paid accommodations.

“Tourism” means economic activity resulting from people visiting the community and includes sales of overnight lodging, meals, tours, gifts or souvenirs.

“Tourism Marketing/Promotion” means activities, operations and expenditures designed to increase tourism, including but not limited to advertising, publicizing or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and funding the marketing of or operation of special events and festival designed to attract tourists.

“Tourism-Related Facility” is real or tangible personal property with a usable life of three or more years that is 1) owned by a public entity or non-profit organization including a non-profit business organization, DMO, main street organization, lodging association or chamber of commerce; and 2) is used to support tourism or performing arts or to accommodate tourist activities.



City of White Salmon 2025 Lodging Tax Grant Application

About the Organization	
Organization Name: Mt Adams Chamber of Commerce	
Address: 1 Heritage Plaza / PO Box 449 White Salmon, WA 98672	
Phone: 509-493-3630	Email: mtadamschamber@gmail.com
Contact Person: Tammara Toppel	Title: Executive Director
Project Name: 2025 White Salmon Tourism	Project Dates: 1/1/2025 through 12/31/2025
Please list the names and titles of Board Members (if applicable):	
James Szubski, President / Vern Mohlis, Treasurer / Dawn Carmichael / Zack Walker / Deb Michaelson / Lisa Smith / Tim Regua	
Has this organization received Lodging (Hotel/Motel) tax funding in the past: Yes	
If so, for which years and project name: 2022, 2023, 2024: WS Tourism and WS Events	
Are you a nonprofit organization exempt from taxation under IRS 501(c)(3) code? No - MACC is a 501c(6) We do have a 501c(3) - The Northshore Community Foundation if needed.	
Request for Funding Total Amount Requested \$39,436	
Description of Activity, event schedule and amounts requested (please attached additional paper if more space is required):	
<p>1: Promotional Support – Visitor Information Center \$6,000/annually (\$500/month)</p> <p>Event coordination (engaging community groups and volunteers) - White Salmon Wildflower Festival, Dreaming of a White Salmon, 4th of July, Halloween (logistics/permits/insurance), White Salmon Wine Walk, Nights in White Salmon Makers Market, Mountain Town Throwdown</p> <p>Call out on mtadamschamber.com with WS logo and link to website</p> <p>Administration of Lodging Tax \$ including invoicing and media buys</p> <p>Chamber representative attending WSBA monthly meetings</p> <p>Represent White Salmon businesses at CGTA (Columbia Gorge Tourism Alliance)</p> <p>Represent White Salmon businesses at Bi-State Recreational Advisory Group Maintenance & growth of WA Gorge Food Trail (includes White Salmon lodging/restaurants/brewery)</p> <p>% of Rent/Phone/Copy</p>	

VIC Staff (interaction/engagement with visitors to direct up the hill to specific businesses and events. Respond to visitor requests via phone, mail, email and social media)

2: Billboard Advertising | \$9636

Panel #20001 A WF - 184/Fairview exit 14
\$803/month (Jan-Dec)

3: Print and Digital Advertising | \$10,000

Year-round print and digital advertising promoting overnight stays in White Salmon.

Northshore Guide, Columbia River Gorge Visitor Guide, Northwest Travel Guide, Social Media Ads.

4: Website explorewhitesalmon.com | \$4,200/annually (\$350/month)

- Hosting URL
- Updating Listings
- Directing contact requests Updating Blog

Explorewhitesalmon.com includes categories and listings for Stay, Dine, Shop, Things to Do, Health & Wellness, Services, Events, and Community. Explore White Salmon focuses on local businesses, the art community, outdoor activities/recreation, festival/events promotion, points of interest, and parks.

Explore White Salmon is the hub of marketing White Salmon to assist in advancing the overall visitor destination experience in collaboration with community stakeholders to strengthen the local economy, our natural resources and quality of life.

5: Social Media | \$9600/annually (\$800/month)

- 3 posts/per week + stories
- 1 reel/per week
- Engagement Photography/Video

Total Project Cost \$39,436

Total Amount Requested \$39,436

Submit Excel Budget Spreadsheet in addition to this application

Projected Tourism Benefits
Expected number of participant/spectators: 10,000
Expected number of out-of-town participants/spectators (traveling more than 50 miles or staying overnight): 6,000
Expected number of room nights generated: 2,000
Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)
<p>Website: Google Analytics Social Media: FB & IG Insights Visitor Info Center: Data logs & Guest logs Survey of innkeepers - Feedback from the community is very important. Advertising: Media Kits w/ Analytics</p> <p>Much of this project will be validated by the increased lodging taxes collected in the next year. These strategies are anticipated to have on-going positive impacts for the businesses in White Salmon.</p>
Explain how this project meets the guidelines and criteria for lodging (hotel/motel) tax funding.
<p>Year-round marketing and advertising promoting White Salmon as an overnight destination. Explorewhitesalmon.com will be the official tourism website and Explore White Salmon social media platforms for White Salmon Tourism.</p> <p>Explore White Salmon will promote overnight stays with 4 seasonal marketing campaigns through Explore White Salmon website and social media platforms. Explorewhitesalmon.com includes categories and listings for Stay, Dine, Shop, Things to Do, Events and Community. Explore White Salmon focuses on lodging, local businesses, the art community, outdoor activities/recreation, festival/events promotion, points of interest, and parks.</p> <p>Our 2022 , 2023 and 2024 Explore White Salmon billboards all had a return value measured by a large increase in website visits. We look forward to an updated promotion of Explore White Salmon Tourism this year with new images obtained through a Washington State Rural Assets Production Grant.</p> <p>The MACC Visitor Center operates in a prime location year round to provide resources to both tourists and locals.</p> <p>The MACC Visitor Center staff engages with each guest to determine their interests and time availability to customize an itinerary if appropriate, which promotes attractions/activities, wine tasting rooms/breweries, restaurants, lodging and shopping opportunities that are available in White Salmon. Our knowledgeable staff is able to redirect guests from crossing into Oregon, keeping them on the Washington side of the river quite often by showcasing the attractions here and directing them to the businesses, just up the hill from our visitor center.</p> <p>Staff dedicates time to social media posts and other projects to promote White Salmon businesses and any events that will</p>

100 North Main Street PO Box 2139 White Salmon WA 98672
Office: (509) 493-1133 Web Site: www.white-salmon.net

The City of White Salmon is an equal opportunity employer and provider.

bring visitors to our town. They answer phone calls, emails and send visitor packets on request. We promote White Salmon whenever possible on Gorge local radio. The Explore White Salmon website is established and known making it an ideal tool for our campaign to promote White Salmon. The printed map of downtown White Salmon brings awareness and is an enticement to visitors to come enjoy the local attractions during their stay. All of these activities are in alignment with the guidelines for use of the Lodging Tax funds and will meet the criteria, with a **primary focus of increasing overnight stays in White Salmon city limits** and encouraging spending at our local businesses. White Salmon Tourism will be the hub of marketing for White Salmon as a destination.

Describe the advertising method by name and location of service (if applicable):

1. Mt Adams Chamber of Commerce, White Salmon, WA
2. LaMar Media, Portland OR
3. NW Life & Travel Magazine, 1889 Washington, Portland Monthly, Seattle Met and other regional media productions
4. Skagit Marketing, White Salmon WA
5. Meadows Advertising. The Dalles OR
6. Wind River Publishing Columbia Gorge Visitor Magazine regionally distributed
7. PDX Pipeline, Portland Or
8. Social media outlets and digital marketing

Provide a budget for the project you are requesting funding for (see Excel Budget Spreadsheet).

You may use additional sheets of paper if necessary, to complete this application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be used only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.

Name: Tammara Toppel

Title: Executive Director

Date: 11/06/2024

Signature:

A. Lodging Tax Fund Application
2025 Project Budget

Applicant:	Mt Adams Chamber of Commerce
Project Name:	2025 White Salmon Tourism
Instructions: Please total the lines in this spreadsheet both across and down. Submit this completed budget form with your Lodging Tax Grant Application. If your application is for a special event, please fill in the expense, revenue and in-kind (if applicable) portions of this form. If your application is not for a special event, please fill in the expense portion and then provide your organizational budget (or link to the budget) as requested	

EXPENSE BUDGET (please total lines across and down)

	Lodging Tax Funded	Applicant Funded	External Partner Funded	Total Cost
--	--------------------	------------------	-------------------------	------------

STAFF COSTS

Salaries/wages	<i>Not eligible</i>	\$ 2,500.00		\$ 2,500.00
Benefits	<i>Not eligible</i>			\$ -
				\$ -
Total Staff Costs	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00

MATERIALS, SUPPLIES & EQUIPMENT COSTS (itemize below)

				\$ -
				\$ -
Total MSE Costs	\$ -	\$ -	\$ -	\$ -

SERVICES (itemize below)

Temporary Help				\$ -
Consultants	\$ 6,000.00			\$ 6,000.00
Advertising	\$ 33,436.00			\$ 33,436.00
				\$ -
Total Services Costs	\$ 39,436.00	\$ -	\$ -	\$ 39,436.00

Expense Total	\$ 39,436.00	\$ 2,500.00	\$ -	\$ 41,936.00
----------------------	--------------	-------------	------	--------------

Percentage of Total Expense Budget	94%	6%	0%
---	-----	----	----

REVENUE BUDGET

TYPE OF REVENUE	AMOUNT
Admission Fees/Ticket Sales	
Sales Revenue	
Grants	
Sponsorships	
Miscellaneous Income	
Lodging Tax Grant	\$ 39,436.00
TOTAL	\$ 39,436.00

In-Kind Contributions

TYPE OF CONTRIBUTION	VALUE
TOTAL	\$ -

A.



City of White Salmon 2025 Lodging Tax Grant Application

About the Organization	
Organization Name: Mt Adams Chamber of Commerce	
Address: 1 Heritage Plaza / PO Box 449 White Salmon, WA 98672	
Phone: 509-493-3630	Email: mtadamschamber@gmail.com
Contact Person: Tammara Toppel	Title: Executive Director
Project Name: 2025 White Salmon Events	Project Dates: 1/1/2025 through 12/31/2025
Please list the names and titles of Board Members (if applicable):	
James Szubski, President / Vern Mohlis, Treasurer / Dawn Carmichael / Zack Walker / Deb Michaelson / Lisa Smith / Tim Requa	
Has this organization received Lodging (Hotel/Motel) tax funding in the past: Yes	
If so, for which years and project name: 2022, 2023, 2024: WS Tourism and WS Events	
Are you a nonprofit organization exempt from taxation under IRS 501(c)(3) code? No - MACC is a 501c(6) We do have a 501c(3) - The Northshore Community Foundation if needed.	
Request for Funding Total Amount Requested \$39,399	
Description of Activity, event schedule and amounts requested (please attached additional paper if more space is required):	
1) White Salmon Wildflower Festival \$7,025 (Month-long Festival in May) Consultant Marketing (& Graphics) Poster, Media Card, Logo, Program, Ad design Marketing (Printing) Poster, Media cards Marketing (Advertising) Print and Digital Marketing (Website) Uploading month-long events, writing copy, uploading images, updating event	
2) Wine Walk Spring Wine Walk and Holiday Wine Walk \$12,700 Consultant Website	

Advertising
 Printing
 Tasting Glasses
 Insurance
 LCB Permits \$1600
 Entertainment

3) Nights in White Salmon Makers Market | \$10,179 3rd Thursdays June - Sept
 Beginning in May on 2nd Saturday - (Wine Walk/WF Fest) Final in Nov with Holiday Wine Walk.
 Consultant
 Advertising
 Signage
 Permits

4) Mountain Town Throwdown | \$9,495 (October 11, 2025)

Rentals - Tents/Tables/Chairs/Restrooms/Fencing Insurance / LCB permits
 Tasting Glasses
 Graphic Design
 Print Media
 Advertising

Total Project Cost \$39,399	Total Amount Requested \$39,399
-----------------------------	--

Submit Excel Budget Spreadsheet in addition to this application

Projected Tourism Benefits

Expected number of participant/spectators: 10,000

Expected number of out-of-town participants/spectators (traveling more than 50 miles or staying overnight): 6,000

Expected number of room nights generated: 2,000

Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)

Website: Google Analytics
 Social Media: FB & IG Insights
 Visitor Info Center: Data logs & Guest logs
 Survey of innkeepers - Feedback from the community is very important.
 Advertising: Media Kits w/ Analytics

Much of this project will be validated by the increased lodging taxes collected in the next year. These strategies are anticipated to have on-going positive impacts for the businesses in White Salmon.

Explain how this project meets the guidelines and criteria for lodging (hotel/motel) tax funding.

The marketing of these events will increase awareness of White Salmon as a destination. The people who are motivated to take action by these event promotions will seek lodging in White Salmon to be close to the event activities. Several of these events extend into evening hours, and may include alcohol consumption, which should encourage local overnight stays.

Describe the advertising method by name and location of service (if applicable):

- 1. Mt Adams Chamber of Commerce, White Salmon, WA
- 2. LaMar Media, Portland OR
- 3. NW Life & Travel Magazine, 1889 Washington, Portland Monthly, Seattle Met and other regional media productions
- 4. Skagit Marketing, White Salmon WA
- 5. Meadows Advertising, The Dalles OR
- 6. Wind River Publishing, Columbia Gorge Visitor Magazine, regionally distributed
- 7. PDX Pipeline, Portland Or
- 8. Social media outlets and digital marketing

Provide a budget for the project you are requesting funding for (see Excel Budget Spreadsheet).

You may use additional sheets of paper if necessary, to complete this application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be used only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.

Name: Tammara Tippel	Title: Executive Director	Date: 11/07/2024
Signature: <i>Tammara Tippel</i>		

A. Lodging Tax Fund Application
2025 Project Budget

Applicant:	Mt Adams Chamber of Commerce
Project Name:	2025 White Salmon Events
Instructions: Please total the lines in this spreadsheet both across and down. Submit this completed budget form with your Lodging Tax Grant Application. If your application is for a special event, please fill in the expense, revenue and in-kind (if applicable) portions of this form. If your application is not for a special event, please fill in the expense portion and then provide your organizational budget (or link to the budget) as requested in the application form.	

EXPENSE BUDGET (please total lines across and down)

	Lodging Tax Funded	Applicant Funded	External Partner Funded	Total Cost
STAFF COSTS				
Salaries/wages	Not eligible	\$ 2,500.00		\$ 2,500.00
Benefits	Not eligible			\$ -
				\$ -
Total Staff Costs	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00

MATERIALS, SUPPLIES & EQUIPMENT COSTS (itemize below)

reusable signage	\$ 1,000.00			\$ 1,000.00
Rental of tents /	\$ 5,000.00			
Tasting glasses / totes	\$ 1,000.00			\$ 1,000.00
Total MSE Costs	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00

SERVICES (itemize below)

Temporary Help			\$ 2,500.00	\$ 2,500.00
Consultants	\$ 15,304.00			\$ 15,304.00
Entertainment				
Advertising	\$ 15,145.00		\$ 6,000.00	\$ 21,145.00
Marketing Development	\$ 1,950.00		\$ 2,000.00	\$ 3,950.00
Total Services Costs	\$ 32,399.00	\$ -	\$ 10,500.00	\$ 42,899.00

Expense Total	\$ 39,399.00	\$ 2,500.00	\$ 10,500.00	\$ 52,399.00
----------------------	--------------	-------------	--------------	--------------

Percentage of Total Expense Budget	75%	5%	20%
---	-----	----	-----

REVENUE BUDGET

TYPE OF REVENUE	AMOUNT
Admission Fees/Ticket Sales	\$ 9,950.00
Sales Revenue	
Grants	
Sponsorships	
Miscellaneous Income	
Lodging Tax Grant	\$ 39,399.00
TOTAL	\$ 49,349.00

In-Kind Contributions

TYPE OF CONTRIBUTION	VALUE
Volunteers	\$ 2,500.00
Event Space	\$ 2,500.00
TOTAL	\$ 5,000.00

File Attachments for Item:

B. Approval of Task Order for Buck Creek Water Treatment Plant Roof Improvements



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

no, not necessary

Meeting Date:

12.18.24

Agenda Item:

Task Order- Buck Creek Water Treatment Plant Restoration and Improvements- Anderson Perry

Presented By:

Andrew Dirks- PWD

Action Required:

Review and approve the Task Order for the Buck Creek Water Treatment Plant Restoration and Improvement with Anderson Perry not to exceed \$160,220.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Task Order for the Buck Creek Water Treatment Plant Restoration and Improvement with Anderson Perry not to exceed \$160,220.

Explanation of Issue:

This Scope of Work consists of providing engineering services related to the design, bidding, and construction administration services for the proposed Buck Creek Water Treatment Plant (WTP) Roof Restorations and Improvements. The purpose and basis for these improvements are described in the Owner's Washington State Public Works Board (PWB) 2025 Fiscal Year Loan Application (Application ID 474798) compiled by the Owner and the Consultant.

The Owner applied for and secured a \$1,350,000 construction loan from the PWB for design and construction funding of the proposed Buck Creek WTP Roof Restoration and Improvements.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The City has applied for and secured a \$1,350,000 construction loan from the PWB for design and construction funding of the proposed Buck Creek WTP Roof Restoration and Improvements.

Diversity Equity Inclusion & Stakeholder Analysis:

Improvement of the City owned infrastructure improve rates and service for all.

Policy & Plan Implications:

Mentioned in the CFIP WSP.

Recommendation of Staff/Committee:

Staff recommends approval of the Task Order for the Buck Creek Water Treatment Plant Restoration and Improvement with Anderson Perry not to exceed \$160,220.

TASK ORDER

BUCK CREEK WATER TREATMENT PLANT ROOF RESTORATION AND IMPROVEMENTS DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES

This Task Order shall be attached to and become a permanent part of the Personal Service Contract for Engineering Services entered into by and between the City of White Salmon, Washington (Owner) and Anderson Perry & Associates, Inc. (Consultant) effective as of May 8, 2023.

Scope of Work:

This Scope of Work consists of providing engineering services related to the design, bidding, and construction administration services for the proposed Buck Creek Water Treatment Plant (WTP) Roof Restorations and Improvements. The purpose and basis for these improvements are described in the Owner's Washington State Public Works Board (PWB) 2025 Fiscal Year Loan Application (Application ID 474798) compiled by the Owner and the Consultant.

The Owner applied for and secured a \$1,350,000 construction loan from the PWB for design and construction funding of the proposed Buck Creek WTP Roof Restoration and Improvements.

Consulting Services:

The Consultant will provide engineering services for the following.

1. Design

- A. The proposed design will include raising the filter basin walls by 24 inches, replacing the existing asphalt shingle roof with a metal roof with periodic snow guards, installing several hatches (for future sand placement in the basins), and a new gutter to collect rainwater from the roof. The Owner has also requested that an alternate bid item for the purchase, delivery, and placement of the sand for treatment at the Buck Creek WTP be included in the Bidding and Contract Documents.
- B. Submit Drawings and Contract Documents to the Owner, PWB, and Washington State Department of Health (DOH), Office of Drinking Water for review and approval.
- C. Submit a copy of the proposed Advertisement for Bids to PWB for approval before issuing the bid advertisements.
- D. Provide the Owner with two paper copies and a PDF electronic copy of the final Bidding Documents and Contract Documents.

2. Permits

A building permit will need to be obtained from Klickitat County for the improvements.

3. Cultural and Environment Review

Since there are no proposed ground-disturbing activities and the proposed project is remodeling an existing structure, the Consultant believes that minimal documentation of the cultural environmental review will be needed. Submission of the following

documentation to the PWB is anticipated: 1) EZ-1 Form and 2) declaration and basis for categorical exclusion of the State Environmental Policy Act process for the proposed improvements.

4. Bidding Services

The Consultant will provide an advertisement for Bids for the project and perform construction administration services during the bidding and award phase, including the following.

- A. Respond to bidder questions during the bidding process.
- B. Prepare and issue addenda.
- C. Attend one pre-bid meeting.
- D. Provide assistance during bid review as requested by the Owner.

5. Construction Administration Services

The Consultant will provide construction administrative services, including the following.

- A. Attend the preconstruction conference and provide meeting minutes.
- B. Coordinate and provide oversight for part-time, on-site observation services.
- C. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the Owner.
- D. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- E. Review and process Change Orders.
- F. Review the Contractor's proposed Monthly Application for Payments and provide the recommended Application for Payments to the Owner for review and approval.
- G. Schedule and attend on-site construction meetings and provide meeting minutes.
- H. Prepare periodic construction updates for the Owner.

Additional Provisions:

1. For construction, a building permit will be needed from Skamania County. The Consultant recommends that the Owner obtain this building permit as part of the design to reduce the overall construction timeline. The Consultant will assist the Owner in obtaining this permit.
2. The Consultant shall not be responsible for the cost of the Advertisement for Bids, any public notice advertisements, or permit fees needed for the project.

Anticipated Schedule:

The Consultant understands that the Owner desires for the Buck Creek WTP Roof Restoration Improvements to be constructed and placed into operation in the spring of 2025. Securing permits and cultural/environmental documentation and approval are critical items that need to be addressed prior to advertising for bid. The Consultant intends to assist the Owner in securing permits and obtaining cultural/environmental documentation and approval first with the goal of bidding this project in February 2025.

Compensation:

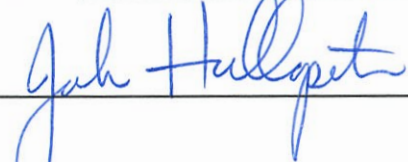
The Owner will compensate the Consultant for performing "Consulting Services" outlined in this Task Order on a time and materials basis, plus direct reimbursable expenses, not to exceed \$160,220, per the attached Hourly Fee Proposal (see Exhibit A), unless authorized by the Owner.

This Task Order is executed on the date shown below.

Owner: City of White Salmon, Washington

Consultant: Anderson Perry & Associates, Inc.

By: _____

By: 

Name: _____

Name: Jake Hollopeter, P.E.

Title: _____

Title: Vice President

Date: _____

Date: 12-12-24

**EXHIBIT A
CITY OF WHITE SALMON, WASHINGTON
BUCK CREEK WATER TREATMENT PLANT ROOF RESTORATION AND IMPROVEMENTS
HOURLY FEE PROPOSAL**

Task Description	Principal/ Senior Engineer IX \$250	Project Manager/Senior Engineer VI \$225	Senior Technician VI \$160	QA/QC Reviewer/Senior Engineer VIII \$240	CAD/Senior Technician V \$150	Environmental Specialist/Senior Technician VII \$165	Project Representative III \$115	Task Total Cost
TASK 1 - PROJECT ADMINISTRATION								
1.1 Contract Administration, Invoicing, and Progress Reports - Invoicing and Progress Reports - Washington State Public Works Board Reports - Overall Project Management	2	5	24					
1.2 Meetings - Project Kickoff, Design Meeting and Status Meetings		10	16					
TASK 1 TOTAL HOURS	2	15	40	0	0	0	0	
TASK 1 COST	\$ 500	\$ 3,375	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 10,275
TASK 2 - PERMITS								
2.1 Klickitat County Building Permit	1	12	16	1	4			
TASK 2 TOTAL HOURS	1	12	16	1	4	0	0	
TASK 2 COST	\$ 250	\$ 2,700	\$ 2,560	\$ 240	\$ 600	\$ -	\$ -	\$ 6,350
TASK 3 - CULTURAL AND ENVIRONMENTAL REVIEW								
3.1 State Environmental Policy Act Documentation	1	1	1	1	1	24		
3.2 Historical and Cultural Resources Review	1	2	2	1	2			
TASK 3 TOTAL HOURS	2	3	3	2	3	24	0	
TASK 3 COST	\$ 500	\$ 675	\$ 480	\$ 480	\$ 450	\$ 3,960	\$ -	\$ 6,545
TASK 4 - DESIGN								
4.1 Construction Plans - Prepare Final Design Plans	2	30	50		60			
4.2 Specifications - Prepare Final Specifications		32	60					
4.3 Engineer's Opinion of Probable Costs - Prepare Final Construction Cost Estimate	1	8	8	2				
4.4 Quality Assurance - Conduct Review of Final Bid and Contract Documents	1	8	8	8	2			
TASK 4 HOURS	4	78	126	10	62	0	0	
TASK 4 COST	\$ 1,000	\$ 17,550	\$ 20,160	\$ 2,400	\$ 9,300	\$ -	\$ -	\$ 50,410
TASK 5 - BID AND AWARD PHASE SERVICES								
- Respond to Contractor Questions During Bid Process	4	12	30	2	6			
- Attend Pre-Bid Meeting								
- Review Bid Results								
TASK 5 TOTAL HOURS	4	12	30	2	6	0	0	
TASK 5 COST	\$ 1,000	\$ 2,700	\$ 4,800	\$ 480	\$ 900	\$ -	\$ -	\$ 9,880
TASK 6 - CONSTRUCTION ADMINISTRATION								
6.1 Construction Management and Administration - Overall Construction Administration and Management - Attend Preconstruction Conference - Oversight and Scheduling of Inspection Services - Review and Approval of Material Submittals - Review Application for Payments/Issuance to City for Payment	2	30	100		8			
6.2 Construction Observation - Verification that Contractor Adheres to Contract Documents - Utility Coordination	1	20	100				40	
TASK 6 TOTAL HOURS	3	50	200	0	8	0	40	
TASK 6 COST	\$ 750	\$ 11,250	\$ 32,000	\$ -	\$ 1,200	\$ -	\$ 4,600	\$ 49,800
TASK 7 - PROJECT CLOSEOUT								
- Conduct Pre-Final Inspection	1	8	12	1	10			
- Preparation of Substantial Completion Paperwork and Punch List								
- Conduct Final Project Inspection								
- Preparation of Project Closeout Paperwork								
- Preparation and Submittal of Construction Record Drawings								
TASK 7 TOTAL HOURS	1	8	12	1	10	0	0	
TASK 7 COST	\$ 250	\$ 1,800	\$ 1,920	\$ 240	\$ 1,500	\$ -	\$ -	\$ 5,710

Total Estimated Labor Costs \$ 138,970
DIRECT COSTS
 Structural Engineer Subconsultant \$ 15,000
 Archaeological Subconsultant \$ 2,500
 Subconsultant Markup \$ 1,750
 Mileage \$ 1,500
 Lodging \$ 500
TOTAL PROPOSED PROJECT BUDGET \$ 160,220

File Attachments for Item:

C. Approval of MuniCode Subscription Addition of OrdBank Feature



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, not necessary

Meeting Date:

December 18, 2024

Agenda Item:

Approval of MuniCode Subscription Update

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and approval of MuniCode upgrade to Premium Bundle.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Municode Subscription Upgrade to Online Hosting Premium Bundle for a total online hosting annual cost not to exceed \$1,375.

Background of Issue:

The City of White Salmon uses MuniCode Online Hosting for all code codification.

Explanation of Issue:

During the last year of extensive White Salmon code updates it has become clear that the semi annual updates of the online code are not sufficient to ensure residents are able to easily access the updated codes.

The Premium Online Hosting Bundle adds a feature called OrdBank. This will start a new feature in the White Salmon online code that flags and links the online code to the new ordinances to make them easy to find within the online code until the biannual update.

The following subscription increase will need to be budgeted for in 2025 first budget amendment:

\$1375 Quoted Online Code Hosting Bundle Annual Subscription (prorated 01/01/2025-07/31/2205 =\$802.06)

\$1,197 Current Annual Subscription (paid 08/01/2024) (prorated 01/01/2025-07/31/2025 unused = \$698.25)

\$178 Difference (prorated 01/01/2025-07/31/2025 = \$103.81)

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted budget contains \$1,197 for this purpose. This expenditure of \$1,375 will require a budget amendment to the 2025 annual budget in the amount of \$178.



CivicPlus

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

Quote #:
Date:
Expires On:

Statement of Work
Q-87898-1
11/26/2024 4:42 PM
1/25/2025

Client:
City of White Salmon, WA

Bill To:
White Salmon WA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Michael Krasso		michael.krasso@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Online Code Hosting Premium Upgrade	Online Code Hosting Premium Bundle Upgrade: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	USD 935.50

Total Investment - Prorated Year 1	USD 935.50
Annual Recurring Services (Subject to Uplift)	USD 1,375.00

Total Days of Quote:247

Initial Term	Beginning at signing and ending 7/31/2025, Renewal Term 8/1 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current Code and Supp billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

File Attachments for Item:

D. Approval of Public Safety Testing Subscription Renewal 2025



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, not necessary

Meeting Date:

December 18, 2024

Agenda Item:

Approval of Public Safety Testing Subscription Renewal

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review PST Subscription Renewal.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve 2025 Renewal of the Public Safety Testing Subscription.

Explanation of Issue:

City uses PST for hiring of new police officers. This subscription renewal will extend the contract for these services through 2025.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted 2025 budget includes funding for this service.

Recommendation of Staff/Committee:

Staff recommends approval of the PST Subscription Renewal.



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of White Salmon, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

- SUBSCRIBER: City of White Salmon, WA
- POSITIONS: The following positions are included in the fee structure in Attachment A (Subscriber may post any or all positions in a category at no additional charge):
 - Law Enforcement Officer (entry-level and/or academy-certified and/or lateral)
- COMMENCEMENT DATE: January 1, 2025
- PROFESSIONAL FEES: Professional fees are described in Attachment A, which are incorporated herein by this reference.
Each annual renewal beyond the initial term includes a 4% increase in fees described in Attachment A.
- TERM: This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7.

1. Description of Basic Services. This Agreement begins on the Commencement Date as noted on page one (1) of this Agreement or the date last signed by both parties if no Commencement Date is indicated. The Contractor will provide the following services to the Subscriber:
 - 1.1 PST website outreach, basic application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

- 1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of authorized testing facilities; and, through the Contractor's online, virtual in-home testing program.
- 1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, through a network of partner gym and fitness facilities, and through the Contractor's online, virtual in-home testing program (V-PAT).
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) and Attachment A of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as

ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment due within 30 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to a separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
- 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
- 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
- 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be

an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as described below.

The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.


8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2024.

CITY OF WHITE SALMON, WA

PUBLIC SAFETY TESTING, INC.

By: _____ DATE: _____

By:  DATE: September 6, 2024

Print: _____

Print: Jon F. Walters, Jr.

Its: _____

Its: President

Contact: _____

Jon Walters

Address: _____

20818 – 44th Ave. W., Suite 160

City/State/Zip: _____

Lynnwood, WA 98036

Telephone: _____

425.776.9615

Email: _____

jon@publicsafetytesting.com

Invoicing Preference (select one):

- US Postal Service Mail
- Electronic via Email @ _____

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

ATTACHMENT -A-



PROFESSIONAL FEES

SERVICE	FEE	NOTE
PST Annual Agency Subscription: Law Enforcement Officer Testing	\$604	Base annual subscription rate. The subscription rate will increase at 4% annually beginning January 1, 2026.
Recruiting at PST Written Exam Events (if conducted by Subscriber) (Department pays candidate's fee to add department to their list of agencies)	Current Rate Per candidate \$12	Includes those candidates that add White Salmon Police to their candidate list following your recruitment effort at an in-person or virtual written exam session. For virtual exam events, Subscriber will submit a ~60-second video. If Agency elects to exercise this option, Agency will be invoiced based on the rate for "New Agency Add-on Fee" listed in the current PST pricing chart .
If Subscriber elects to pay candidate test fees upfront, Subscriber will notify PST in writing. The Subscriber will be invoiced only for those who attend their written exam or event. Law Enforcement written exam & Physical Ability Test (PAT) events that do not occur on the same day as the PST in-person written exam	Current Rates Per candidate \$58 (written) \$31 (PAT)	Subscriber agrees to pay candidate testing fees under circumstances such as a verifiable financial hardship, subscriber-requested coupons to distribute, discounts offered by the Subscriber, etc. Each will be pre-approved and agreed to by the Subscriber. When the Subscriber pays for a candidate's test fee, the Subscriber agency is removed from the candidate's pricing matrix so that the Subscriber is not subsidizing the candidate testing for other non-Subscriber agencies. The candidate will pay if they choose to test for any other agency besides the Subscriber. If Agency elects to exercise this option, Agency will be invoiced amount based on the testing fees for a single agency listed in the current PST pricing chart .

IDENTIFICATION

QUESTION

ANSWER

1. The first part of the question asks for the identification of the compound. The compound is a saturated hydrocarbon with the molecular formula C₁₀H₂₂. It is a straight-chain alkane, specifically decane.

2. The second part of the question asks for the identification of the compound. The compound is a saturated hydrocarbon with the molecular formula C₁₀H₂₂. It is a branched alkane, specifically 2,2,4-trimethylheptane.

3. The third part of the question asks for the identification of the compound. The compound is a saturated hydrocarbon with the molecular formula C₁₀H₂₂. It is a branched alkane, specifically 2,2,4-trimethylheptane.

4. The fourth part of the question asks for the identification of the compound. The compound is a saturated hydrocarbon with the molecular formula C₁₀H₂₂. It is a branched alkane, specifically 2,2,4-trimethylheptane.

5. The fifth part of the question asks for the identification of the compound. The compound is a saturated hydrocarbon with the molecular formula C₁₀H₂₂. It is a branched alkane, specifically 2,2,4-trimethylheptane.

File Attachments for Item:

E. Approval of 2025-2026 Engineering Contracts



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:	No, not necessary
Meeting Date:	12.18.24
Agenda Item:	2025-2026 Engineering Contracts
Presented By:	Andrew Dirks, PWD

Action Required:

Review and approval of the attached On-Call Engineering contracts with Anderson Perry & Associates Inc. for water, wastewater, transportation and hydrogeological as well as Harper Hoaf Peterson and Righellis Inc. for general civil and surveying for 2025-2026.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the attached On-Call Engineering contracts with Anderson Perry & Associates Inc. for water, wastewater, transportation and hydrogeological as well as Harper Hoaf Peterson and Righellis Inc. for general civil and surveying for 2025-2026.

Explanation of Issue:

All engineering requests for qualifications have been reviewed and scored by the Mayor, the City Administrator, Public Works Director and Operations Manager. Contracts reflect the scoring and connections to current projects.

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:

All contracts approved will be accompanied with a \$10,000 dollar standing task order for on call services for their respective categories to be paid out the contractual services funds from the same categories.

Diversity Equity Inclusion & Stakeholder Analysis:

Approval of the attached contracts will allow the City to pursue funding and projects that will improve all aspects the City infrastructure and recreational opportunities for all residence.

Policy & Plan Implications:

The engineering firms offered contracts have assisted in the WSP and the CFIP.

Recommendation of Staff/Committee:

Staff Recommends approval of the attached On-Call Engineering contracts with Anderson Perry & Associates Inc. for water, wastewater, transportation and hydrogeological as well as Harper Hoaf Peterson and Righellis Inc. for general civil and surveying for 2025-2026.

CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT

This contract is between the City of White Salmon and Anderson Perry & Associates Inc, hereafter called Contractor. City's Contract Administrator for this contract is Andrew Dirks, Public Works Director.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2026.

Statement of Work

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

Consideration

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

Amendments

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

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Anderson Perry & Associates, Inc. Address: 214 E Birch Street Walla Walla, WA 99362
Federal Tax ID No: Phone: 509-529-9260
Citizenship: Non resident alien [] Yes [X] No
Business Designation (Check one): [] Individual [] Sole Proprietorship
[] Partnership [] Estate/Trust
[X] Corporation [] Public Service Corporation
[] Governmental/Nonprofit

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

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

Approved by the Contractor: Signature Date

Approved by the City: Marla Keethler, Mayor Date

Approved by Council: Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and Anderson Perry & Associates, Inc., hereafter called Contractor. City's Contract Administrator for this contract is Andrew Dirks, Public Works Director.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2026.

Statement of Work

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

Consideration

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work and up to \$10,000 per year for Consultant Services as identified in Statement of Work item B.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to Grey & Osbourne, Inc's fee schedule as provided in Exhibit A.

Amendments

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

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Anderson Perry & Associates, Inc.

Address: 214 E Borch Street,
Walla Walla, WA 99362

Federal Tax ID No:

Phone: 509-529-9260

Email: jpeninger@andersonperry.com

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

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

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

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Marla Keethler, Mayor Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

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

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and HHRP, Inc., hereafter called Contractor. City’s Contract Administrator for this contract is Andrew Dirks, Public Works Director.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2026.

Statement of Work

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

Consideration

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work and up to \$10,000 per year for Consultant Services as identified in Statement of Work item B.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to HHRP, Inc’s fee schedule as provided in Exhibit A.

Amendments

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

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): HHRP, Inc.	Address:	1220 Main Street Suite 150 Vancouver, WA 98660
Federal Tax ID No:	Phone:	360-750-1131
	Email:	bruce@hhpr.com
Citizenship: Non resident alien	<input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Business Designation (Check one):	<input type="checkbox"/>	Individual <input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/>	Partnership <input type="checkbox"/> Estate/Trust
	<input checked="" type="checkbox"/>	Corporation <input type="checkbox"/> Public Service Corporation
	<input type="checkbox"/>	Governmental/Nonprofit

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

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

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Marla Keethler, Mayor Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT

This contract is between the City of White Salmon and Anderson Perry & Associates., hereafter called Contractor. City's Contract Administrator for this contract is Andrew Dirks, Public Works Director.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2026.

Statement of Work

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

Consideration

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work and up to \$10,000 per year for Consultant Services as identified in Statement of Work item B.
(b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to Anderson Perry & Associates' fee schedule as provided in Exhibit A.

Amendments

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

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Anderson Perry & Associates, Inc. Address: 214 E Birch Street Walla Walla, WA 99362
Federal Tax ID No: Phone: 509-529-9260
Email:

Citizenship: Non resident alien [] Yes [X] No []
Business Designation (Check one): [] Individual [] Sole Proprietorship
[] Partnership [] Estate/Trust
[X] Corporation [] Public Service Corporation
[] Governmental/Nonprofit

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

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

Approved by the Contractor: Signature _____ Date _____

Approved by the City: Marla Keethler, Mayor _____ Date _____

Approved by Council: _____ Date _____

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

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

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

File Attachments for Item:

F. Approval of Jewett Manhole Project Retainage Payment



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

no, not necessary

Meeting Date:

12.18.24

Agenda Item:

Pay App No. 5- Release of Retainage- Jewett Manhole Project- Slateco

Presented By:

Andrew Dirks- PWD

Action Required:

Review and approve Pay App No. 5- Release of Retainage for the Jewett Manhole Project with Slateco not to exceed \$8,100.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Pay App No. 5- Release of Retainage for the Jewett Manhole Project with Slateco not to exceed \$8,100.

Explanation of Issue:

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted budget contains the full allocation for the Manhole Project in the Wastewater Reserve Fund.

Diversity Equity Inclusion & Stakeholder Analysis:

Improvement of the City owned infrastructure improve rates and service for all. This project being done this year ensures that there will be no additional work needed after the 141 repaving projects scheduled to be completed by WSDOT in the next few years.

Policy & Plan Implications:

Mentioned in the CFIP.

Recommendation of Staff/Committee:

Staff recommends approval of pay app no. 5 for the Jewett Manhole Project with Slateco not to exceed \$8,100.

F.

APPLICATION FOR PAYMENT NO. 5 - RELEASE OF RETAINAGE
CITY OF WHITE SALMON, WASHINGTON
MANHOLE IMPROVEMENTS 2024

TO City of White Salmon, Washington (OWNER)
FROM Slateco, LLC (CONTRACTOR)

For Work accomplished through the date of: November 18, 2024

1.	Original Contract Price	\$	246,588.00
2.	Net Change by Change Orders and Written Amendments (+/-)	\$	26,900.00
3.	Current Contract Price (1 plus 2)	\$	273,488.00
4.	Total Work Completed and Materials On Hand to Date*	\$	262,966.00
5.	Retainage: 5% - Release of Retainage	\$	-
6.	Sales Tax: 7.6%	\$	19,985.42
7.	Liquidated Damages	(\$)	-
8.	Less Previous Application for Payments	\$	269,803.12
9.	DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)	\$	13,148.30

* Line 4 may not match Line 3 on final Application for Payment due to bid versus constructed quantity differences on unit price work.

Accompanying Documentation:

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner, if any, on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in, or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed.

Dated 12.12.24

Slateco, LLC
CONTRACTOR

By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 12/12/2024

Anderson Perry & Associates, Inc.
ENGINEER

By: David J. Perry PE

APPROVED by Owner:

City of White Salmon, Washington
OWNER

Dated _____

By: _____

Title: _____

**APPLICATION FOR PAYMENT NO. 5 - RELEASE OF RETAINAGE
CITY OF WHITE SALMON, WASHINGTON
MANHOLE IMPROVEMENTS 2024**

F.

Date: November 18, 2024

FROM: Slateco, LLC

TO: City of White Salmon, Washington

Date of Completion	Contract Amount	Date of Estimate
Original: September 30, 2024	Original Amount of Contract: \$ 246,588.00	From: June 5, 2024
Revised:	Change Orders: (+ or -) \$ 26,900.00	To: November 18, 2024
On Schedule: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current Contract Amount \$ 273,488.00	

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Base Bid										
1	Mobilization/Demobilization	All Req'd	LS	\$22,900.00	100%	\$22,900.00	0%	\$0.00	100%	\$22,900.00
2	Construction Facilities and Temporary Controls	All Req'd	LS	27,000.00	100%	27,000.00	0%	0.00	100%	27,000.00
3	Excavation Safety System	All Req'd	LS	2,500.00	100%	2,500.00	0%	0.00	100%	2,500.00
4	New Manhole Cone with Lid Castings	6	EA	5,083.00	6	30,498.00	0	0.00	6	30,498.00
5	Replacement of Manhole Lid Castings	13	EA	1,230.00	14	17,220.00	0	0.00	14	17,220.00
6	Temporary Asphalt Installation and Removal	40	SY	195.00	57	11,115.00	0	0.00	57	11,115.00
7	Asphalt Removal and Restoration	40	SY	250.00	57	14,250.00	0	0.00	57	14,250.00
8	Pavement Marking Restoration	All Req'd	LS	1,100.00	100%	1,100.00	0%	0.00	100%	1,100.00
9	Manhole Rehabilitation	54	VLF	462.00	54	24,948.00	0	0.00	54	24,948.00
Total Base Bid						\$ 151,531.00	\$ 0.00	\$ 151,531.00		

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Alternate 1 - Replacement of Vault Hatch at Heritage Plaza Lift Station										
A1-1	Mobilization/Demobilization	All Req'd	LS	\$2,200.00	100%	\$2,200.00	0%	\$0.00	100%	\$2,200.00
A1-2	Replacement of Vault Hatch at Heritage Plaza Lift Station	All Req'd	LS	29,800.00	100%	29,800.00	0%	0.00	100%	29,800.00
A1-3	Asphalt Removal and Restoration at Heritage Plaza Lift	115	SY	69.00	115	7,935.00	0	0.00	115	7,935.00
Total Alternate 1						\$ 39,935.00	\$ 0.00	\$ 39,935.00		

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Alternate 2 - NW Loop Road Manhole Repair										
A2-1	Manhole Repair	All Req'd	LS	\$23,700.00	100%	\$23,700.00	0%	\$0.00	100%	\$23,700.00
Total Alternate 2						\$ 23,700.00	\$ 0.00	\$ 23,700.00		

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Alternate 3 - NE Spring Street Manhole Repair										
A3-1	Manhole Repair	All Req'd	LS	\$8,100.00	100%	\$8,100.00	0%	\$0.00	100%	\$8,100.00
Total Alternate 3						\$ 8,100.00	\$ 0.00	\$ 8,100.00		

**APPLICATION FOR PAYMENT NO. 5 - RELEASE OF RETAINAGE
CITY OF WHITE SALMON, WASHINGTON
MANHOLE IMPROVEMENTS 2024**

Date: November 18, 2024

Page 3 of 3

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Alternate 4 - SW Wasubish Street Manhole Repair										
A4-1	Manhole Repair	All Req'd	LS	\$14,700.00	100%	\$14,700.00	0%	\$0.00	100%	\$14,700.00
Total Alternate 4						\$ 14,700.00		\$ 0.00		\$ 14,700.00
Change Orders:										
		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
Change Order No. 1		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1-1	Additional Asphalt Restoration (Alternate 1)	All Req'd	LS	\$25,000.00	100%	25,000.00	0%	\$0.00	100%	\$25,000.00
Total All Change Orders						\$ 25,000.00		\$ 0.00		\$ 25,000.00
Materials on Hand:										
		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
Total Materials on Hand						\$ 0.00		\$ 0.00		\$ 0.00
TOTAL WORK COMPLETED AND MATERIALS ON HAND						\$ 262,966.00		\$ 0.00		\$ 262,966.00
SUMMARY										
					PREVIOUS	THIS PERIOD	TOTAL TO DATE			
1. Amount Earned					\$ 262,966.00	\$ 0.00	\$ 262,966.00			
2. Amount Retained (5%) - Release of Retainage					\$ (13,148.30)	\$ 13,148.30	\$ 0.00			
3. Sales Tax (7.6%)					\$ 19,985.42	\$ 0.00	\$ 19,985.42			
4. Liquidated Damages					\$ 0.00	\$ 0.00	\$ 0.00			
Amount Due for Payment					\$ 269,803.12	\$ 13,148.30	\$ 282,951.42			
Amount Due for Payment this Estimate						\$ 13,148.30				
Estimated % Job Completed:					<u>103%</u>					



Employment Security Department
WASHINGTON STATE

August 30, 2024

ESD# 000171442000
UBI# 604654119000

SLATECO LLC
PO Box 1921
Woodland, WA-98674

White Salmon, City Of

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Manhole Improvements - 2024
Contract number Manhole Improvements - 2024

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT

F.



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
PO Box 44274 Olympia, Washington 98504-4274

November 20, 2024

WHITE SALMON, CITY OF
PO BOX 2139
WHITE SALMON WA 98672

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **CITY OF WHITE SALMON-MANHOLE IMPROVEMENTS, Contract Manhole Improvements 2024, Affidavit 1320982** to the following contractor:

SLATECO LLC

114,682-00

604 654 119

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of Wages Paid* forms have been filed

Thank you,

Lindsey Thurgood
Contract Release Specialist
360-902-5385
THUT235@LNI.WA.GOV

cc: SLATECO LLC
PO BOX 1921
WOODLAND WA 98674-0000

23500310-0000200-02-00000000

F.



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

CITY OF WHITE SALMON
C/O ANDREW DIRKS
100 N MAIN ST
WHITE SALMON WA 98672

December 10, 2024
Letter ID: L0028546709
UBI: 604-654-119
Account ID: 604-654-119
Account Type: Excise Tax
Audit ID: A170322
Audit Period: 01/01/24 - 09/30/24

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

SLATECO LLC

Public Agency: CITY OF WHITE SALMON

Project Name: Manhole Improvements - 2024

Contract Number: Manhole Improvements - 2024

Description of Work: Replacement of sewer manhole, & other work + pavement restoration.

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated December 10, 2024 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

File Attachments for Item:

H. Approval of WKRFA Lease Agreement1. Presentation2. Discussion3. Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

December 4, 2024

Agenda Item:

Approval of WKRFA Lease Agreement

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and take action on the proposed WKRFA Lease Agreement for use of the White Salmon Fire Station.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Lease Agreement between the City of White Salmon and the West Klickitat Regional Fire Authority for use of the White Salmon Fire Station as approved in the WKRFA voter adopted plan.

Background of Issue:

Voters approved the WKRFA Plan in November of 2023. The plan calls out use of specific fire related areas of the property owned by the City of White Salmon.

Explanation of Issue:

The proposed lease agreement has been provided to both the WKRFA Governing Board and city staff for comment and amendment.

Administration believes this to be a fair and equitable agreement to provide a location for the West Klickitat Regional Fire Authority.

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:

There are no direct Financial Implications known at this time. Per the current proposed draft, the WKRFA will reimburse the City for all utility services fees incurred after January 1, 2025 with the exception of internet which they will provide for their business purposes.

**LEASE AGREEMENT
BETWEEN THE CITY OF WHITE SALMON AND THE
WEST KLICKITAT REGIONAL FIRE AUTHORITY**

THIS LEASE AGREEMENT (hereinafter “Lease”) is between the CITY OF WHITE SALMON, a municipal corporation of the State of Washington, (“CITY”), and the WEST KLICKITAT REGIONAL FIRE AUTHORITY, a Washington municipal corporation, “WKRFA.”

RECITALS

1. The CITY has maintained a fire department and owns real property used for fire department services legally described in **Exhibit A** and located at 119 NW Church Avenue, White Salmon “Property.”
2. On November 7, 2023, the voters of the CITY and Klickitat County Fire Protection District No. 3 voted to approve the formation of the WKRFA effective September 30, 2024 with an operational effective date of January 1, 2025.
3. Effective January 1, 2025, the Property will be used jointly by the CITY and the WKRFA under the terms of this Lease.

AGREEMENT

NOW, THEREFORE, the CITY and WKRFA agree as follows:

1. PREMISES.
 - 1.1. **Premises Defined.** **Exhibit B** attached hereto and incorporated herein depicts the buildings and other improvements on the Property that are used exclusively for WKRFA purposes, exclusively for CITY purposes, and jointly by WKRFA and the CITY. The CITY leases to WKRFA and WKRFA leases from the CITY the portion of the Property described in Exhibit B as being for the exclusive use of WKRFA “Premises.” The Public Works Shop (entire downstairs and staircase of the property at 220 Tohomish St, White Salmon, WA) will remain the sole use of the City and is not subject to any part of this lease agreement.
 - 1.2. **Common Area.** WKRFA also has the right to use jointly with the CITY the areas depicted in Exhibit B for joint use by WKRFA and CITY (the “Common Area”) along with sidewalks. The 6 parking spaces located at the south section of the public parking lot shall remain dedicated for fire department use only. Signage will be maintained by the WKRFA noting “Firefighter Parking Only”.
 - 1.3. **As-Is.** The CITY is providing the Premises and Common Area in “as-is” condition for WKRFA’s use. The CITY makes no representation regarding the condition of the Premises and Common Area, or improvements located on the same.

2. **USE.**

- 2.1. **Permitted Use.** WKRFA shall use the Premises and Common Area as defined in Exhibit B for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and operation of a regional fire authority.
- 2.2. **Restrictions on Use.** WKRFA shall not cause or permit any damage to the Property or Premises. If WKRFA fails to comply with all or any of the restrictions on the use of the premises set out in subsection 2.2, the City shall notify WKRFA and provide WKRFA a reasonable time to take all steps necessary to remedy the failure. If WKRFA fails to do so in a timely manner, then the City may take any steps necessary to remedy the failure. Upon demand by the City, WKRFA shall pay all costs of the remedial action.
- 2.3. **Council Chambers.** The CITY shall retain ownership and priority use of the City Council Chambers located on the Premises until such time that the City and the WKRFA approve a transition plan. During the shared use period, the WKRFA shall at no additional cost, reserve the City Council Chambers through City Hall for use. CITY will oversee scheduling of the chambers and has priority for use of the chambers. The CITY shall retain ownership of all furnishings, equipment and AV amenities located in the Council Chambers. Council chambers will be scheduled every Tuesday for the WKRFA to use for training.
- 2.4. During bonified emergency events that require activation of an emergency operations center (EOC), WKRFA shall have priority for use of common space areas until the emergency has stabilized. WKRFA shall make every effort to accommodate space for regularly scheduled public meetings in this example. Both the City and WKRFA agree that meeting locations may need to be adjusted – during a significant emergency out of the control of either party.

3. **TERM.**

- 3.1. **Term Defined.** The term of this lease shall be for 99 years unless terminated earlier by mutual agreement of WKRFA and the City or upon occurrence of the City Vacation as defined below.
 - (a) The City of White Salmon shall vacate the Council Chambers when they have acquired or completed construction of a suitable and comparable location, in the sole discretion of the City.
 - (b) The City shall use best efforts to provide a report every 2 years to the WKRFA on the progress of the relocation of the Council Chambers.

4. LEASE PAYMENT.

4.1. **Rent.** The consideration for this Lease is Section VI.F.7 of the WKRFA Plan and no additional consideration or payments shall be required.

5. UTILITIES AND OTHER EXPENSES.

5.1. **Electric, Garbage, Natural Gas, Sewer.** The monthly costs of these Utilities shall be paid 50 % by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on actual use of the Property.

5.2. **Water.** The monthly costs of water utilities (Base Fees and Water Consumption through the building assigned meter) shall be paid 50% by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. Payment shall be due within thirty (30) days of the invoice date. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on the actual use of the Property.

5.3. **Bulk Water Use.** All water used from a location not tracked in regular utility billing services, including fire hydrants, will be tracked and reported for Washington State required tracking. The City and the WKRFA will negotiate and execute an Interlocal Agreement for Bulk Water Use and Purchase no later than January 31, 2025.

5.4. **Janitorial.** The WKRFA will be responsible for the janitorial services for space deemed WKRFA sole use per this lease agreement Exhibit B. The City and WKRFA shall share equally in the costs of the janitorial services for the Common Areas identified in Exhibit B. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual janitorial expenses in the prior quarter. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on actual use of the Property.

6. MAINTENANCE AND REPAIR.

6.1. **Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 6.2. WKRFA shall be solely responsible for the routine maintenance associated with the Premises. The CITY and WKRFA shall share equally in the costs of routine maintenance for the Common Areas. The CITY shall remain responsible for all routine maintenance for all portions of the Property other than the Premises and Common Areas.

6.2. **Major Repairs and Maintenance** Major Repairs and Maintenance shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$2,500.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$2,500.00 cost limit applies to all repair and maintenance costs associated with

repairing the pipe, the floor, and any associated damage). The CITY shall be responsible for all Major Repairs and Maintenance, including capital improvements that exceed \$7,500, with the exception that WKRFA shall be responsible for all Major Repairs and Maintenance which are caused by the intentional or negligent acts of WKRFA’s employees, agents, or licensees.

6.3. **Additions and Improvements to Premises.** WKRFA shall, at its sole cost and expense and in compliance with all laws and regulations, make any and all additions, repairs, alterations, maintenance, replacement, or changes to the Premises or any improvements on the Premises which may be desired by the WKRFA or required by any public authority. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7.

7. TENANT IMPROVEMENTS.

7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, WKRFA shall submit to the CITY plans and specifications which describe the proposed activity. Construction shall not commence until the CITY has approved the plans and specifications in writing. The CITY shall use best efforts within forty-five (45) days to review the proposed plans and specifications and approve the same in their sole discretion. Upon completion of construction, WKRFA shall promptly provide the CITY with as-built plans and specifications. The CITY’s consent and approval shall not be required for any routine maintenance or repair of improvements made by the WKRFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.

7.2. **Unauthorized improvements.** Improvements made on the premises without the City’s prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the City (“Unauthorized Improvements”) or otherwise constructed in violation of any permit shall immediately become the property of the City, unless the City elects otherwise. Regardless of the ownership of the Unauthorized Improvements, the City may, at its option, require WKRFA to sever, remove, and dispose of them. If WKRFA fails to remove an Unauthorized Improvement upon request, the City may remove it and charge WKRFA for the cost of removal and disposal.

8. INDEMNIFICATION.

8.1. The WKRFA agrees that it will protect, save, defend, hold harmless and indemnify the CITY, its officials, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on CITY’s Property, occasioned by either the negligent, reckless and/or willful conduct of the WKRFA, its agents or any person or entity holding under the WKRFA or any person or entity on the Premises or on the CITY’s

- property as a result of WKRFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from CITY's negligent, reckless and/or willful acts (including those of CITY's employees or commissioners).
- 8.2. WKRFA shall indemnify, defend and hold CITY harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the WKRFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that WKRFA has occupied all or a portion of the Premises during the term of the Lease. CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Premises caused by CITY.
- 8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.
- 8.4. The provisions of Section 8 shall survive the expiration or termination of this Lease.

9. ASSIGNMENT AND SUBLETTING.

- 9.1. WKRFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of WKRFA's interest in this Lease or the Premises without the CITY's prior written consent in their sole discretion. In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of WKRFA. A dissolution of the WKRFA shall be deemed to be an assignment of this Lease. The acceptance by the CITY of the payment following an assignment or other transfer shall not constitute consent to any assignment or transfer. The CITY's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional fire authority.

10. INSURANCE.

- 10.1. During the term of this Lease and any extension thereof, the CITY shall maintain an insurance policy on the Property in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the CITY pursuant to this Lease. WKRFA shall reimburse the City for any increase in premiums charged to the City for such insurance policy resulting from WKRFA's operations on the property. The proceeds on a claim against said insurance policy for damage shall be used to repair

damage to the building so insured and to repair or replace any damaged personal property provided by the CITY. The City shall reimburse the WKRFA for any increase in premiums charged to the WKRFA for such insurance policy resulting from City's operations on the property. The provisions of this subsection shall be deemed satisfied by continued enrollment by the City in the AWC Insurance Risk Pool.

- 10.2. The WKRFA shall be responsible for maintaining its own fire and hazard insurance on WKRFA-owned personal property and leasehold improvements placed within the Property by the WKRFA.
- 10.3. The WKRFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the WKRFA, its agents, representatives, employees or subcontractors.
11. **DAMAGE OR DESTRUCTION.** The parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").
- 11.1. **Material Damage.** If the Premises or Common Area are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then WKRFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine whether the damage can be repaired or restored within one hundred twenty (120) days. After that determination has been made, WKRFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the CITY.
- 11.2. **Repair after Damage.** If WKRFA does not give notice of WKRFA's election to terminate as provided in subsection 11.1, then the CITY shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises and Common Area is restored to a condition of similar quality, character and utility for WKRFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises is not repaired and restored within one hundred twenty (120) days from the date of the damage, WKRFA may cancel the Lease at any time before CITY completes the repairs and delivers the restored Premises and Common Area to WKRFA. If WKRFA does not so terminate, CITY shall continue to restore the Premises and Common Area. WKRFA shall have no claim against the CITY for any direct, incidental or consequential damages arising from the CITY's failure to commence or complete any repairs to the Premises or Common Area. In no event shall the CITY be obligated to spend more money on the repair than is provided by insurance proceeds in subsection 10.1.
- 11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the CITY or WKRFA may terminate this Lease by thirty (30) days written notice to the

other of its election so to do so and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

12. DEFAULT AND REMEDIES.

12.1. **Acts Constituting Default.** WKRFA shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Failure to cure a default pursuant to Section 12.2 below;
- (e) Proceedings are commenced by or against WKRFA under any bankruptcy act or for the appointment of a trustee or receiver of WKRFA's Premises; or
- (f) WKRFA vacates or abandons the Premises.

12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if WKRFA fails to cure, or take positive steps to cure, the default within thirty (30) days after CITY provides WKRFA with written notice of default, which specifies the nature of the default.

12.3. **CITY's Remedies Upon Default.** Upon an Event of Default, CITY may terminate this Lease and remove WKRFA by summary proceedings or otherwise. CITY's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless CITY gives a written notice of termination to WKRFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The CITY shall have the right to enter the premises leased solely to the WKRFA as outlined in Exhibit B at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours notice. The CITY and/or CITY's agents shall comply with all of WKRFA's work safety rules and restrictions.

14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by e-mail, or mailed by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery, or three (3) days after being mailed as set forth above, whichever is applicable. A notice sent by email shall be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system.

15. MISCELLANEOUS.

- 15.1. Authority. The CITY and WKRFA represent that each person signing this Lease on its behalf is authorized to do so.
- 15.2. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.
- 15.3. Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.
- 15.4. Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Premises, if any, are merged into this Lease.
- 15.5. Waiver. The waiver by the CITY of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The CITY's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- 15.6. Cumulative Remedies. The rights and remedies of the CITY under this Lease are cumulative and in addition to all other rights and remedies afforded to the CITY by law or equity or otherwise.
- 15.7. Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 15.8. Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.
- 15.9. Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for Klickitat County, Washington.
- 15.10. Modification. Any modification of this Lease must be in writing and signed by the parties. The CITY shall not be bound by any oral representations or statements.
- 15.11. Quiet Enjoyment. The CITY covenants and agrees that WKRFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the CITY, its successors or assigns, or any person or company lawfully claiming by or through it.
- 15.12. Recording of Short Form Lease. Neither the CITY nor WKRFA may record this Lease without the other's prior approval, but the parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which

will constitute a short form of this lease, setting forth a description of the Premises, the terms of this lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.

15.13. Duplicate Originals. This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

**WEST KLICKITAT REGIONAL FIRE
AUTHORITY**

CITY OF WHITE SALMON

By: _____
Chief, WKRFA

By: _____
Mayor, City of White Salmon

DATE: _____

DATE: _____

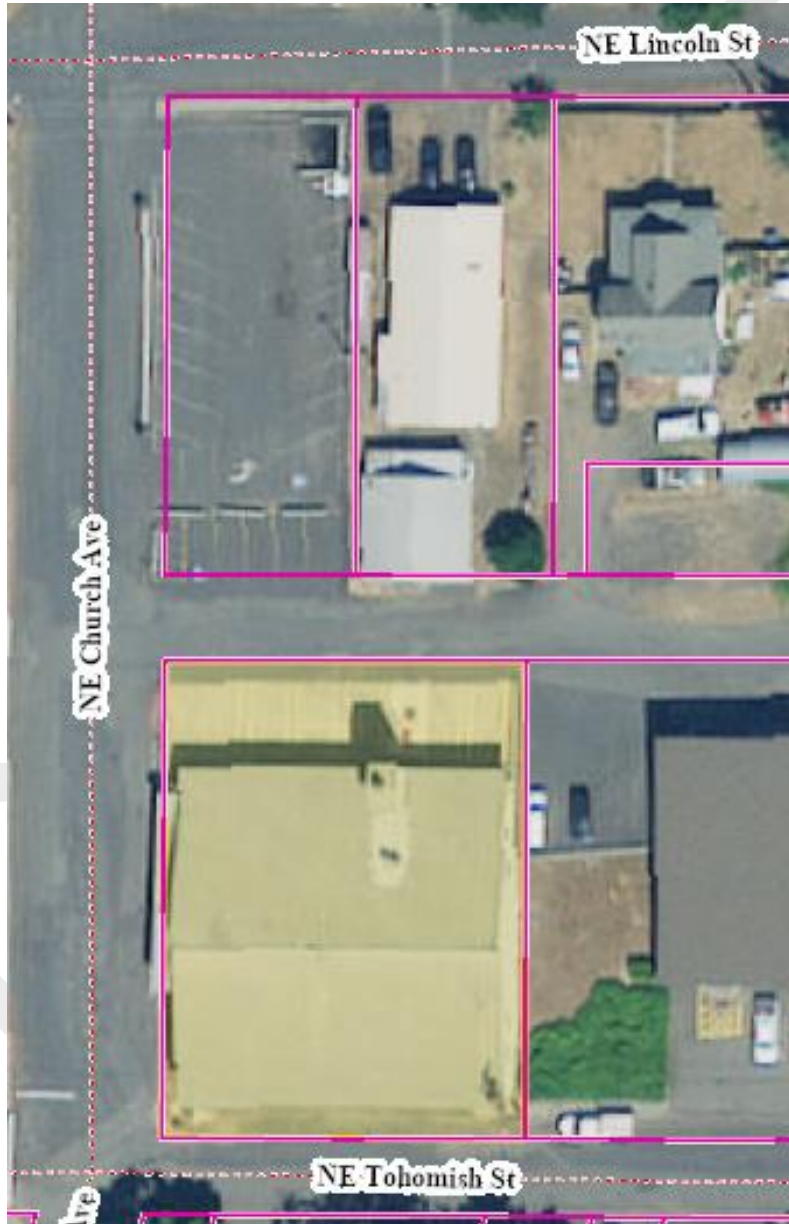
ATTEST:

NOTICES TO BE SENT TO:

City Clerk

**Exhibit A
Legal Description**

PARCEL_NUM: 03111968020700
LEGAL: LOTS 7 & 8 BLOCK B NWSW; 19-3-11
GROSHONGS-W.S.
NAME: CITY OF WHITE SALMON

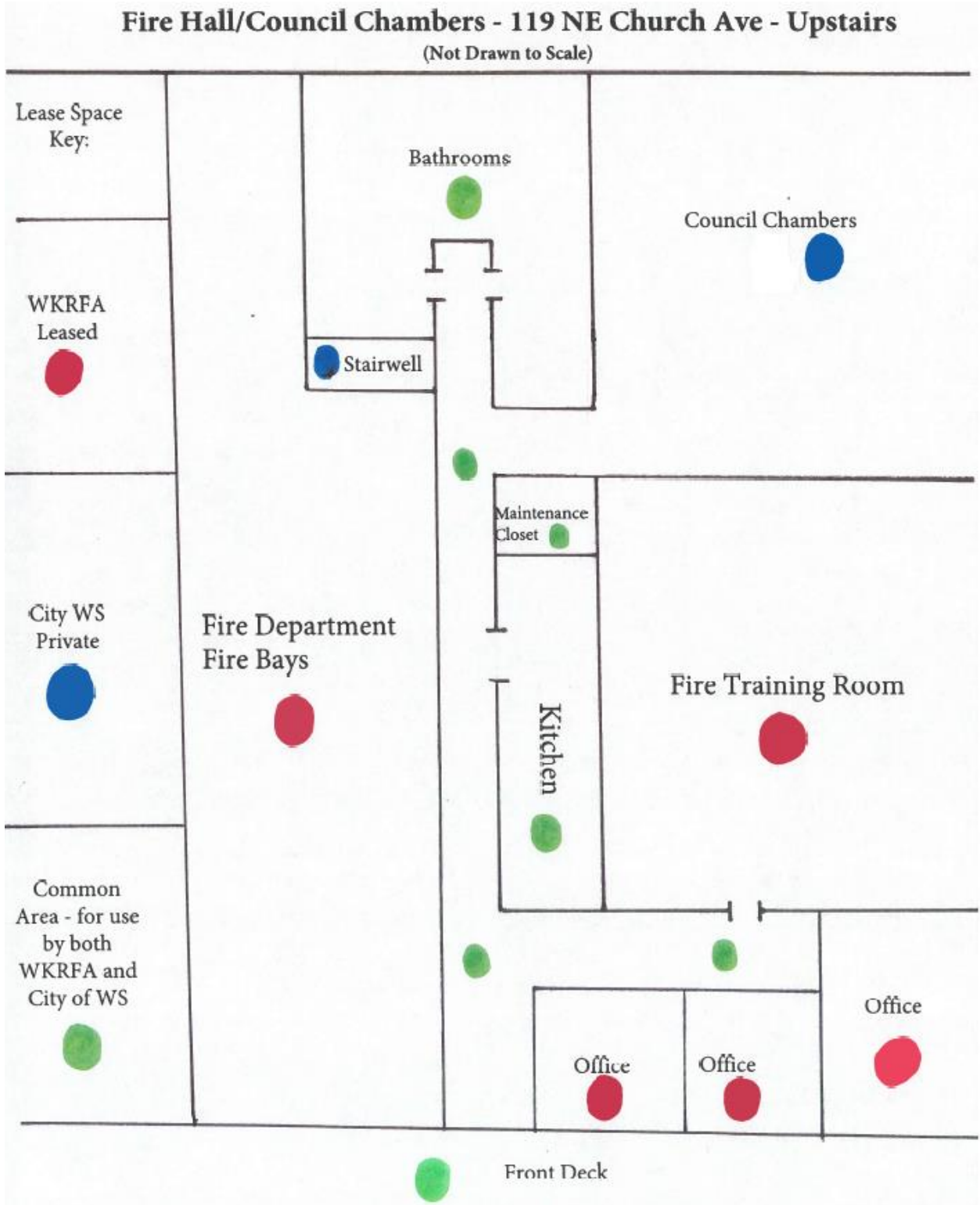


**Exhibit B
Property Description and Premises Identification**

The parking spaces identified by the red square below, shall be reserved for the use of the WKRFA in accordance with this lease agreement Section 1.2. Allowed use is subject to the duration of this lease agreement.



Exhibit B Property Description and Premises Identification



File Attachments for Item:

L. Approval of Meeting Minutes - December 4, 2024



**City of White Salmon Council Meeting
November 20, 2024 at 6:00pm
In Person and Via Zoom Teleconference**

Attendance

Council Members:

- Ben Giant
- Patty Fink
- David Lindley
- Jason Hartmann, Mayor Pro Tem
- Jim Ransier

Staff Present:

- Andrew Dirks, Public Work Director
- Kelly Hickok, Assistant City Attorney
- Troy Rayburn, City Administrator
- Troy Rosenberg, Deputy Clerk/Utility Clerk
- Garique Clifford, Police Sergeant

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

Mayor Pro Tem Jason Hartmann called the meeting to order at 6:00p.m. There were approximately 4 members of the public in attendance in person and via teleconference.

II. Roll Call

III. Changes to the Agenda

City Administrator Troy Rayburn requested that Public Comments be added for the Bluff Connector Trail Presentation

Moved by Ben Giant. Seconded by Jim Ransier.
Carried 5-0

IV. Presentations

- A. Bluff Connector Trail (6:06pm)
- Council questions (6:20pm)

V. Public Comment

- Eric Strid, White Salmon Resident (6:25pm)
- Patric Odell, White Salmon Resident (6:28pm)

VI. Consent Agenda (6:29pm)

- A. Approval of Bingen Interlocal Agreement - ERUs
- B. Resolution 2024-12-612 Authorizing Bluff Pedestrian Connector Trail Grant Authorized Agent
- C. Resolution 2024-12-613 Adopting the 2025 Salary Matrix
- D. Approval of Youth Center Agreement
- E. Approval of 2025-2026 Prosecuting Attorney Contract
- F. Approval of Carryover Vacation Request
- G. Approval of Leak Adjustment - 315 NW Wedrick Drive (\$542.58)
- H. Approval of Snow Removal Contract-Artistic Excavation
- I. Approval of Snow Removal Contract-Gorge Dirt Works

- J. Approval of Mainline Phase I Payment Application 13- NCE
- K. Approval of August 2024 Treasurer Report
- L. Approval of Meeting Minutes - November 20, 2024
- M. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 4th day of December 2024.

Type	Date			
Claims	12/4/2024	41937	41968	51,885.78
			Claim Total	51,885.78
Payroll	12/5/2024	41935	41936	901.21
	12/5/2024	EFT	EFT	125,245.88
			Payroll Total	126,147.09
Manual Claims	11/26/2024	41888	41888	80,204.44
	11/26/2024	EFT	EFT	19,242.75
	11/15/2024	EFT	EFT	120.00
VOIDED Checks			N/A	0.00
			Manual Claim Total	99,567.19
			Total Vouchers	277,600.06

Moved by Ben Giant. Seconded by David Lindley.
Motion to approve Consent Agenda and vouchers in the amount of \$277,600.06.
CARRIED 5-0.

VII. Business Items (6:39pm)

A. Resolution 2024-12-607 Adopting the Utility Billing Grievance Policy.

Presented by Assistant City Attorney Kelly Hickok.

Mayor Pro Tem Hartmann opened the Public Hearing at 6:41pm.

No public comment.

Mayor Pro Tem Hartmann closed the Public Hearing at 6:41pm.

Council Discussed.

Moved by Jim Ransier. Seconded by David Lindley.
Motion to approve Resolution 2024-12-607 Adopting the Utility Billing Grievance Policy
CARRIED 4-1. (Council Member Patty Fink opposed)

VII. Reports and Communications

A. Department Heads (7:07pm)

B. Council Members (7:08pm)

Ben Giant, Council Member (7:08pm)

David Lindley, Council Member (7:09pm)

Jim Ransier, Council Member (7:09pm)

Patty Fink, Council Member (7:10 pm)

IX. Executive Session

No executive session was held.

X. Adjournment

The meeting was adjourned at 7:12p.m.

File Attachments for Item:

A. Ordinance 2024-12-1173 Amending WSMC 17 Commercial Form Based Code

1. Presentation 2. Public Hearing3. Discussion and Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

December 18, 2024

Agenda Item:

Ordinance 2024-07-1166

Presented By:

Dr. Michael Mehaffy, Housing Consultant

Action Required:

Review, hold Public Hearing, and action on Ordinance 2024-12-1173 to amend WSMC Chapter 17.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2024-12-1173 Amending WSMC CHAPTERS 17.48.060 and 17.48.075.

Explanation of Issue:

This ordinance has been proposed by Staff in furtherance of the adopted Comprehensive Plan goals and policies, including “The built environment in White Salmon is integrated with the beauty of its setting,” “Visual interest provided by streetscapes with strong design standards supports walkable and pedestrian-friendly environments,” and “Urban and architectural design standards for development may have an important role in setting character-defining qualities of a town, and most commonly use themes such as massing and scale.” The ordinance is therefore intended to better reflect the current needs of citizens, including the need for more walkable, pedestrian-friendly streetscapes and building frontages.

The ordinance was brought to the Planning Commission as a discussion item on August 14th, and following feedback, was reviewed in a public hearing before the Planning Commission on November 13th. The Planning Commission then recommended the ordinance to the City Council for approval with minor modifications, as reflected in blue text in the draft.

Staff recommends that the ordinance be adopted as proposed by the Planning Commission.

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:

There are no Financial Implications.

**CITY OF WHITE SALMON
ORDINANCE NO. 2024-12-1173**

AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, AMENDING TITLE 17 BY REVISING CHAPTERS 17.48.060 and 17.40.075 TO UPDATE THEIR ZONING PROVISIONS, INCLUDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of White Salmon (“City”) acknowledges the need to update its commercial zoning regulations to better reflect the current needs of citizens, and the demand for more walkable, pedestrian-friendly streetscapes and building frontages; and

WHEREAS, the City seeks to implement the vision, goals and policies stated in the Comprehensive Plan, including “The built environment in White Salmon is integrated with the beauty of its setting,” “Visual interest provided by streetscapes with strong design standards supports walkable and pedestrian-friendly environments,” and “Urban and architectural design standards for development may have an important role in setting character-defining qualities of a town, and most commonly use themes such as massing and scale;”

WHEREAS, the City recognizes the economic and cultural benefits of aesthetic quality in the buildings of its commercial district; and

WHEREAS, the City recognizes that market trends and professional standards have shifted away from use-based zoning and toward form-based zoning that focuses upon building character rather than the specific uses that occur there; and

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

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

That the following amendments be made to White Salmon Municipal Code Title 17:

SECTION 1. Amendment to Title 17, Chapters 17.48.060 and 17.48.075. The City hereby repeals WSMC Title 17 Chapters 17.48.060 and 17.48.075 in their entirety, and adopts the following to be codified as WSMC Title 17 Chapters 17.48.060 and 17.48.075.

Key: Underlined = added language (first draft, as recommended by Planning Commission)
 ~~Strikethrough~~ = deleted language (first draft, as recommended by Planning Commission)
 Underlined = added language, revised per Planning Commission recommendation
 ~~Strikethrough~~ = deleted language, revised per Planning Commission recommendation

Chapter 17.48 - C GENERAL COMMERCIAL DISTRICTS

White Salmon Municipal Code

17.48.060 Density provisions.

Density provisions for the C district are as follows:

- A. Maximum building height: thirty-five feet;
- B. Minimum lot: none;
- C. Minimum front yard depth: none required;
- D. Maximum front yard depth: fifteen feet, with exceptions for courtyards and pedestrian spaces no greater than 50 feet in frontage length;**
- E. Minimum side yard, interior lot: none required;
- F. Minimum side yard, corner lot: none required;
- G. Minimum side yard, zone transition lot: same as requirement of adjoining more-restrictive district;
- H. Minimum rear yard: none; except when abutting an R district, twenty feet.

17.48.075 Development and design standards.

- A. Property development standards—All new development shall conform to Chapter 17.81, Site and Building Plan Review, and to any and all architectural and design standards which may be adopted by the city.
- B. Roof standards/surfacing:
 - 1. Finished roof material shall meet Class "C" roof standards. Dark and non-reflective roofing material shall be used for all visible roof surfaces.
- C. Roof standards/mechanical equipment and venting:
 - 1. All mechanical equipment located on roof surfaces such as, but not limited to, air conditioners, heat pumps, fans, ventilator shafts, duct work, or related devices or support work, shall be screened from view when possible and visible equipment shall be of a matte and/or non-reflective finish, unless reviewed and determined by the planning commission to be compatible with or a positive addition to the design and character of the commercial area. This restriction shall not apply to radio/television antennas or dishes (see Chapter 17.78).
 - 2. All exposed metal flashing, roof jacks and plumbing vents shall be matte finishes/non-reflective.
- D. Drainage—All stormwater concentrated by the structure and related impervious surfaces must be handled on site. Concentration of roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from concentrated water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81.
- E. Exterior walls/siding—Acceptable siding shall be of lap, plank, shingle, board and batten style. Siding with brushed, sanded or rough sawn texture may be permitted, if approved by the planning commission. Siding shall be finished in natural or earth-tone colors. Other colors or styles may be permitted if approved by the planning commission. All other composition materials shall be carefully reviewed for visual compatibility by the planning commission.
- F. Exterior walls/masonry—Masonry walls or walls with masonry veneer may be native or cultured stone or standard-sized brick of natural or earth-tone colors. Ceramic tile, manufactured concrete block or slabs may be permitted, but shall be subject to review by the planning commission to insure use of earth-tone colors, matte finish, and compatible relationship to native materials.

- G. Exterior walls/metal—Metal walls, panels, partitions, facing or surfacing of any type is subject to review by the planning commission and must be found to be compatibly designed and intentionally applied rather than relied on solely as a less expensive option. Window panel fillers, exterior metal doors, door casings and windows shall be allowed.
- H. Windows and doors—All window and door frames shall be dark or earth-tone in color. Doors may be painted graphic colors as a part of the ten percent graphic color and signing limitation.
- I. Garbage and refuse areas—Building plans shall include provisions for the storage of garbage containers. Garbage containers shall be fully enclosed and covered. Disposal and storage of hazardous or toxic substances in garbage or refuse receptacles is strictly prohibited. On-site hazardous waste treatment and storage facilities shall conform to State Siting Criteria, RCW 70.105.210.
- J. Orientation of entry and display space—Entry and window display area shall be oriented toward the city street. Parking may and will often be provided behind and/or under the rear or side portion of a new commercial structure. In this case additional entry may be oriented toward the parking area but such additional entry area will be in addition to rather than in place of window display and entry area addressing the street and sidewalk.
- K. Utilities—All electrical, telephone, and other utilities shall be brought underground into the site and to the buildings.
- L. Loading—All loading must be on-site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with concrete or asphalt, be well-drained and of strength adequate for the truck traffic expected.
- M. Parking—All vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length nineteen feet. All parking areas shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.
- N. Outside storage—All storage and refuse shall be visually screened by landscaping barriers, walls or coverings and be included in plans and specifications. Such barriers, walls or coverings shall not restrict access to emergency exits.
- O. Noxious effects:
 - 1. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.
 - 2. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.
 - 3. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

P. Form-Based Code Requirements:

1. Building Orientation and Entrances

1.1 Street Orientation – All buildings within the district must be oriented toward the street, with at least one primary entrance directly facing the street. This entrance must be fully accessible from the public sidewalk or pedestrian way. The entrance may be on a building corner.

1.2 Entrance Design – Primary entrances must be visible from the street, with signage indicating the businesses therein.

2. Parking Location and Configuration

2.1 Off-Street Parking Location – All off-street parking shall be located at the rear of the building. Parking may also be located at the side of the building, but such parking areas shall not exceed a width of sixty (60) feet along the street frontage.

2.2 Parking Lot Access – Access to rear or side parking may be provided with a single curb cut along the street of no more than twenty-four (24) feet of width.

3. Building Articulation

3.1 Wall Articulation Requirements – All building walls, except those at fully screened loading areas, must be articulated with pilasters or other vertical elements at intervals of no less than every twenty (20) feet.

4. Glazing Requirements

4.1 Front Façade Glazing – At least 40% of the ground-floor façade facing the street must be comprised of transparent glazing (windows, display cases, etc.) to promote visual interaction between the building interior and the street. The lower sill of the glazing shall be no higher than 36” from the ground floor elevation, and shall extend to at least 80” above the ground floor elevation.

4.2 Side and Rear Façade Glazing – At least 20% of each remaining building façade (side and rear) must consist of transparent glazing. An exception may be made for rear loading or storage areas that are screened from adjacent properties with fencing of minimum 72” height or dense vegetation of minimum 4’ thickness.

5. Canopies, Awnings, and Trim

5.1 Window and Door Treatment – All windows and doors must be equipped with canopies or awnings to provide weather protection for pedestrians, and must include trim of at least six inches of width. An exception may be made to the trim requirement where surfaces are stucco or brick.

6. Signage Restrictions

6.1 Permitted Sign Types – Surface-mounted signs are allowed up to five (5) feet of height and twenty (20) feet of length. Signs mounted on perpendicular sign boards (“blades”) are allowed, up to three (3) feet in width and six (6) feet in height. No internally illuminated box signs are permitted.

6.2 Pylon Sign Restrictions – Pylon signs, where permitted, shall not exceed a maximum height of ten (10) feet and a maximum width of five (5) feet.

7. Screening of Utilities and Service Areas

7.1 Screening Requirements – All mechanical equipment, utility pedestals, trash enclosures, and loading docks must be fully screened from public view using fencing, walls, or dense vegetation of minimum 4’ thickness.

8. Parking Lot Landscaping

8.1 Tree Requirements – In all parking areas, one (1) shade tree shall be planted for every six (6) parking stalls. Each tree must be planted in a dedicated planter of no less than five (5) feet by five (5) feet to ensure adequate root space.

8.2 Landscape Buffer – A landscape buffer of no less than four (4) feet in width is required along the outer edges of all parking lots, including those adjacent to the street or public rights-of-way, to provide screening and soften the visual impact of parked vehicles.

17.48.076 Deviations from design standards

An application that includes a deviation from any of the guidelines of this chapter shall be subject to review. An applicant’s request for a deviation from the design standards shall only be granted upon findings setting forth and showing that all of the following circumstances exist:

- A. Special conditions or circumstances exist which render a specific requirement of the design standards unreasonable, given the location and intended use of the proposed development;
- B. The special conditions and circumstances are characteristic of the proposed general use of the site, and not of a specific tenant;
- C. The specific conditions and circumstances are not representative of typical development which may be allowed within the zoning district;
- D. The requested deviation is based upon functional consideration rather than economic hardship, personal convenience or personal design preferences;
- E. Variation from a guideline(s) has sufficiently been compensated by other site amenities; and
- F. The requested deviation will not result in a project that is inconsistent with the intent and general scope of the design principles.

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

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

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

PASSED this 18th day of December by the City Council of the City of White Salmon, Washington, and signed in authentication of its passage.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk/Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

B. Ordinance 2024-12-1170 Amending the 2024 Budget No. 4 - **Full ordinance will be available on 12/17/2024**

1. Presentation 2. Public Hearing3. Discussion and Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

December 18, 2024

Agenda Item:

Ordinance 2024-12-1170 Amending the 2024 Budget

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review staff presentation and receive public comment regarding the proposed Budget Amendment No 3 for the annual budget for fiscal year 2024.

Motion:

Motion to adopt Ordinance 2024-12-1170 Amending the Budget for the City of White Salmon for Fiscal Year Ending December 31, 2024.

Explanation of Issue:

Staff will provide a comprehensive overview of budget amendment in person at the 12/18/2024 City Council Meeting.

Please note that this amendment did not go through the typical city process of being reviewed by the Budget/Finance Committee. Therefore, the council has the following options to consider tonight:

The Council may choose to adopt the Ordinance foregoing the committee review
The Council may choose to keep the Public Hearing open and refer the topic be reviewed by the Budget/Finance Committee and come back to a special meeting (must be before 12/31/2024).

PLEASE NOTE THE BUDGET AMENDMENT MUST BE AADOPTED BY COUNCIL BEFORE 12/31/2024 TO BE VALID.

CITY OF WHITE SALMON

ORDINANCE NO. 2024-12-1170

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF WHITE SALMON, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, the City Council of the City of White Salmon has reviewed its 2024 budget and changes in its revenue sources and expenditure requests and has determined that changes to the 2024 budget are appropriate; and

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

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

WHEREAS, the budget was presented to the City Council at their regularly scheduled meeting on August 7, 2024; and

WHEREAS, the city council held a Public Hearing at their regularly scheduled meeting on August 7, 2024;

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

Section 1. The budget for the City of White Salmon, Washington for the year 2024 as amended is hereby adopted in its final form and content.

Section 2. Estimated resources, including cash balances for each separate fund of the City of White Salmon, for all such funds combined for the year 2024 are set forth in summary below and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the 2024 Fiscal Year Budget:

001 Current Expense

Beginning Cash	936,345
Revenue	<u>3,385,854</u> 4,351,057
Interfund Transfers In	66,767
Appropriations	<u>3,581,152</u> 3,703,340
Interfund Transfers Out	<u>135,230</u> 52,730
Ending Cash	<u>672,584</u> 661,754

101 Street Fund

Beginning Cash	-327,151
Revenue	<u>899,307.72</u> 560,637.72
Interfund Transfers In	0
Appropriations	<u>403,256</u> 69,489
Interfund Transfers Out	12,656
Ending Cash	<u>156,244.72</u> 151,341.72

108 Municipal Capital Improvement Fund

Beginning Cash	546,405
Revenue	<u>108,566</u> 97,901
Interfund Transfers In	47,730
Appropriations	<u>271,300</u> 274,300
Interfund Transfers Out	0
Ending Cash	<u>353,218</u> 313,885

110 Fire Reserve

Beginning Cash	382,702
Revenue	17,591
Interfund Transfers In	0
Appropriations	15,000
Interfund Transfers Out	36,000
Ending Cash	349,293

112 General Fund Reserve

Beginning Cash	363,172
Revenue	<u>17,500</u> 16,000
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	100,000
Ending Cash	<u>280,672</u> 279,172

115 Emergency Reserve Fund

Beginning Cash	0
Revenue	100,000
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	100,000

121 Police Vehicle Reserve Fund

Beginning Cash	217,195
Revenue	11,638
Interfund Transfers In	0
Appropriations	<u>75,000</u> 0
Interfund Transfers Out	80,000
Ending Cash	<u>73,833</u> 148,833

122 Police General Reserve Fund

Beginning Cash	0
Revenue	<u>750</u> 0
Interfund Transfers In	80,000
Appropriations	<u>57,500</u> 0
Interfund Transfers Out	0
Ending Cash	<u>23,250</u> 80,000

B.

204 LOCAL Bond Fund

Beginning Cash	0
Revenue	112,000
Interfund Transfers In	2,656
Appropriations	114,656
Interfund Transfers Out	0
Ending Cash	0

302 Transportation Improvement Fund

Beginning Cash	26,768
Revenue	<u>74,100</u> 63,454
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>100,868</u> 90,222

303 Hotel/Motel Taxes

Beginning Cash	162,935
Revenue	<u>98,809</u> 99,605
Interfund Transfers In	0
Appropriations	80,500
Interfund Transfers Out	0
Ending Cash	<u>181,244</u> 182,040

307 Parks and Recreation Fund

Beginning Cash	37,983
Revenue	<u>1,500</u> 1,200
Interfund Transfers In	35,000
Appropriations	0
Interfund Transfers Out	30,767
Ending Cash	<u>43,716</u> 43,416

341 General Public Works Vehicle Reserve Fund

Beginning Cash	0
Revenue	<u>50 0</u>
Interfund Transfers In	5,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>5,050</u> 5,000

342 Street Public Works Vehicle Reserve Fund

Beginning Cash	0
Revenue	<u>75 0</u>
Interfund Transfers In	10,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>10,075</u> 10,000

401 Water Fund

Beginning Cash	593,020
Revenue	<u>2,738,446</u> 2,463,716
Interfund Transfers In	0
Appropriations	<u>2,413,523</u> 1,937,975
Interfund Transfers Out	589,371
Ending Cash	<u>917,923</u> 529,390

402 Wastewater Collection Fund

Beginning Cash	271,839
Revenue	<u>1,169,033</u> 1,170,533
Interfund Transfers In	<u>25,000</u> 0
Appropriations	<u>1,330,901</u> 1,269,341
Interfund Transfers Out	<u>10,000</u> 50,000
Ending Cash	<u>124,971</u> 123,031

408 Water Reserve Fund

Beginning Cash	411,478
Revenue	<u>1,95,633</u> 1,881,630
Interfund Transfers In	247,500
Appropriations	<u>2,071,273</u> 2,065,430
Interfund Transfers Out	0
Ending Cash	<u>483,338</u> 475,178

409 Wastewater Reserve Fund

Beginning Cash	676,257
Revenue	<u>40,372</u> 38,372
Interfund Transfers In	<u>0</u> 40,000
Appropriations	<u>430,485</u> 317,035
Interfund Transfers Out	<u>37,000</u> 37,500
Ending Cash	<u>249,144</u> 346,521

412 Water Rights Acquisition Fund

Beginning Cash	437,873
Revenue	<u>190,295</u> 164,620
Interfund Transfers In	0
Appropriations	123,985
Interfund Transfers Out	0
Ending Cash	<u>504,183</u> 478,508

413 Water Bond Redemption Fund

Beginning Cash	68,679
Revenue	3,000
Interfund Transfers In	194,882
Appropriations	<u>196,069</u> 194,882
Interfund Transfers Out	0
Ending Cash	<u>70,492</u> 71,679

414 Wastewater Bond Redemption Fund

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

415 Water Bond Reserve Fund

Beginning Cash	127,283
Revenue	<u>6,500</u> 4,500
Interfund Transfers In	19,489
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>153,272</u> 151,272

416 Wastewater Bond Reserve Fund

Beginning Cash	79,815
Revenue	<u>4,200</u> 2,900
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>84,015</u> 82,715

417 Treatment Plant Reserve Fund

Beginning Cash	388,102
Revenue	19,030
Interfund Transfers In	<u>12,000</u> 7,500
Appropriations	0
Interfund Transfers Out	0
Ending Cash	<u>419,132</u> 414,632

418 Waster Short Lived Asset Reserve Fund

Beginning Cash	316,820
Revenue	10,000
Interfund Transfers In	125,000
Appropriations	<u>443,106</u> 439,999
Interfund Transfers Out	0
Ending Cash	<u>8,714</u> 11,821

419 Waster Construction Loan Fund

Beginning Cash	0
Revenue	8,045,000
Interfund Transfers In	0
Appropriations	8,045,000
Interfund Transfers Out	0
Ending Cash	0

B.

420 USDA Rural Development Loan Fund

Beginning Cash	2,760.64
Revenue	5,187,100.00
Interfund Transfers In	0
Appropriations	5,189,860.22
Interfund Transfers Out	0
Ending Cash	0.42

428 Water Public Works Vehicle Reserve Fund

Beginning Cash	0
Revenue	0
Interfund Transfers In	50,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	50,000

429 Wastewater Public Works Vehicle Reserve Fund

Beginning Cash	0
Revenue	0
Interfund Transfers In	10,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	10,000

601 Remittances

Beginning Cash	665
Revenue	<u>9,606</u> 6,777
Interfund Transfers In	0
Appropriations	<u>9,997</u> 7,169
Interfund Transfers Out	0
Ending Cash	<u>274</u> 273

Total All Funds 30,810,931.36 ~~30,493,063.36~~

Less Interfund Transfers 1,031,024 ~~1,041,524~~

Net Total 29,779,907.36 ~~29,451,539.36~~

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

B.

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

Passed by the council and approved by the Mayor on this 18th day of December, 2024.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

C. Ordinance 2024-12-1172 NW Natural Franchise Agreement1. Presentation2. Public Hearing3. Discussion and Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, Completed

Meeting Date:

December 18, 2024

Agenda Item:

Ordinance 2024-12-1172 NW Natural Franchise Agreement

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and take action on Ordinance 2024-12-1172 related to the NW Natural Franchise Agreement renegotiation.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2024-12-1172 NW Natural Franchise Agreement.

Background of Issue:

The City of White Salmon’s 30 year franchise agreement with NW Natural expired in early 2024.

Explanation of Issue:

The proposed ordinance renegotiates the Franchise Agreement with NW Natural. Additions to the agreement include a reduced term from 30 years to 10 years, a franchise fee of \$10,000, and access to all NW Natural GIS maps and information to aid in long term planning for the City of White Salmon.

The proposed ordinance has been reviewed by City Engineer Anderson & Perry, City Attorney Shawn MacPherson and Administration. Initial review and feedback was made by NW Natural staff, but final feedback has not been received. It is possible that NW Natural will negotiate the \$10,000 Franchise Fee however confirmation of this has not been provided as of 12.15.2024.

If a negotiation is initiated and a different Franchise Fee is approved by administration, the change would come back to council for approval.

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:

If adopted, the franchise fee would increase revenues to the Current Expense Fund.

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

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

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

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

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

Section 1: Definitions and Explanations.

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

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

Section 2: Rights Granted.

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

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

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

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

Section 4: Duration/Compensation

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

As compensation for the franchise granted by this ordinance, Grantee shall pay to the City an annual franchise fee of \$10,000. Said franchise fee shall be payable on the effective date of this ordinance, and thereafter on each anniversary of said effective date during the term of this ordinance. The Grantee shall also be required to pay all license fees and taxes which it may be required to pay by any other ordinance now in effect or hereinafter enacted, including a business or occupation tax or public utility tax on persons engaged in the business carried on by Grantee.

Section 5: Franchise Not Exclusive.

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

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

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

The City reserves the right to:

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

Section 7: Continuous Service.

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

Section 8: Safety Standards and Work Specifications.

- (1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.
- (2) For the purpose of carrying out the provisions of this Section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

Section 9: Control of Construction.

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

Section 10: Street Excavations and Restorations.

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

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

Section 11: Location and Relocation of Facilities.

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

Section 12: Books of Account and Reports.

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

Section 13: Supplying Maps Upon Request.

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

Section 14: Indemnification and Insurance.

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

Section 15: Assignment of Franchise.

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

Section 16: Termination of Franchise for Cause.

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

Section 17: Remedies Not Exclusive, When Requirement Waived.

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

Section 18: Expiration.

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

Section 19: Acceptance.

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

C.

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

Dated this 18th day of December, 2024.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney

ACCEPTANCE

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

This is to advise the City of White Salmon, Washington (the “City”) that Northwest Natural Gas Company (the “Grantee”) hereby accepts the terms and provisions of Ordinance No. _____ passed by the White Salmon City Council on _____, 2024 (the “Franchise”) granting a Franchise for ~~thirty (30)~~ **ten (10)** years to Grantee. The Grantee agrees to abide by each and every term of the Franchise and it shall become effective upon acceptance of said agreement by Northwest Natural Gas Company (the “Grantee”).

(Name)
BY _____

TITLE Senior Vice President, Regulation & General Counsel

DATE _____

This Acceptance was received by the City of White Salmon on _____, 2024.

City Clerk

C.

File Attachments for Item:

A. Department Head Reports

December 18, 2024

RE: City Administrator's Informational Brief

Hello Council Members –

Below is a snapshot of projects and topics that are underway at the city. They are informational highlights. The list is not all inclusive of everything the administration is working on.

Housing – The administration will coordinate next week with our housing consultant, Dr. Mehaffy, regarding finalizing his office hours starting in the new year for topics specific to building / land use development applications. We will also pick up work with Dr. Mehaffy regarding an improved / expedited permit process. Meanwhile, we are continuing to move forward with new zoning ordinances to implement the Housing Action Plan, comply with State law, and meet the needs and desires of White Salmon residents.

Youth Center Move – The WAGAP Board of Directors approved the School District's proposed lease. Sent back to the School District for its action.

Bluff Connector Trail Study – The visual survey has been released. The goal is to further engage city residents and obtain general ideas for consideration. Factors such as cost, maintenance, and availability of materials / products will also need to be considered. Council feedback from my December 4 presentation have been provided to HHPR.

Retiring Fire Chief Bill Hunsaker: We want to recognize retiring Fire Chief Bill Hunsaker for his many years of public service to the city. Bill has served as volunteer fire fighter, fire chief, and building official since 1981. The mayor will present a plaque and say a few words at the December 18 council meeting. Bill will be in attendance.

WA Dept. of Commerce Child Care Mtg. – The administration attended a second meeting with the Department of Commerce re: a continued conversation on how to support childcare goals in western Klickitat County communities. The city spoke to the mayor & city council's goals around closing gaps in childcare.

City Hall Holiday Lights: PW hung on Dec. 3. They look good. The lights correspond with the Downtown Business Alliance's holiday lighting.

FEMA / HMGP Grant for Wildfire Coordinator: I checked in with my contacts earlier in the week to confirm all required grant deliverables were received. According to FEMA staff, all looks good at first read. They will review in more detail and let me know if any further information is needed.

WSDOT Complete Streets: Spoke with Dylan at WSDOT. His team is currently refining the information previously received from the community re: parking need in the downtown commercial core. Dylan will reconnect with the city after the first of the year re: next steps. Sounds like the next step will be another community meeting to share WSDOT's work in response to information previously received, questions asked, etc.

Reducing Redundancy of Public Hearings: I am working in coordination with the city clerk and legal counsel to reduce redundancy of public hearings between Planning Commission and City Council meetings.

Four Oaks Development: The city continues to coordinate the developer Nancy White and her team. I will follow up with her after the first of the year regarding reinstating progress meetings if needed.

Joint Bingen – White Salmon Water & Sewer Committee: The cities met on November 18 to talk through emerging issues. E.g., One current Interlocal Agreement that reflects agreements from 1995 and 2001 and also treatment plant needs in relation to future development. The joint committee reconvenes on February.

For more information on the various issues and projects registered in the city's project management software program, please access Click Up via the link below:

<https://app.clickup.com/9009050558/v/l/8cfpcxy-691>

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 18, 2024
Presented By: Chief Mike Hepner

Administration:

- WS 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.
- Budget Amendment
- Child Advocacy Training, hosted by Safe Space
- FirstNet
- White Salmon Valley School Active Threat Training
- Standard Response Protocol Drill, White Salmon Valley School District

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 and lastly speed enforcement, parking issues, or whatever the community deems important to them.

November 2023 and 2024 Activity Logs Attached

A.

**Bingen-White Salmon Police
Monthly Activity Log
November 2023**

White Salmon	Bingen	
		Abandoned/Disabled Vehicle
15	2	Agency Assist
1	2	Alarm
5	1	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
	1	Child Abuse/Neglect
5	3	Citizen Assist
		Civil Matter
2		Criminal Mischief
1	1	Deceased
4	1	Disorderly
2		Domestic Violence
		Drugs
		DUI
2		Fire
	1	Fireworks
		Forgery
1		Fraud
1	1	Harassment
		Hazmat
		Homicide
		Information
1		Intoxication
		Juvenile Problem
		Kidnapping
40	13	

White Salmon	Bingen	
		Littering
		Missing Person/Runaway
	1	Medical Emergency
2	2	Mental Health
		Motor Vehicle Accidents
2		Motor Vehicle Theft
3		Noise Complaint
3	1	Parking Problem
		Pornography
3	1	Property Lost/Found
1		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
6	4	Suspicious
5	3	Theft
1	1	Threats
1		Traffic Complaint/Hazard
3	2	Traffic Offense
2	1	Trespass
2		Unsecure Premise
		Violation Court Order
		Wanted Person
		Weapons Offense
5	1	Welfare Check
	1	911 Hang-up Calls
39	18	

31	Bingen
79	White Salmon
110	Total

A.

**Bingen-White Salmon Police
Monthly Activity Log
November 2024**

White Salmon	Bingen	
		Abandoned/Disabled Vehicle
6	1	
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	4	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



PUBLIC WORKS DEPARTMENT

Meeting Date: 12.18.24

Presented By: Andrew Dirks- Public Works Director

Daily Operations / What's Happening:

- Conduit Repair at Child's Monitoring
- Snow prep
- Site housekeeping
- 14" steel water leak repair at Powerhouse and Hwy 141.
- Plan review
- Weekly AP & Facet Meetings
- Simco GC Systems meeting
- Sewer tap inspection on Wisconsin
- City Hall inspection.
- Monthly Reports, Locates and Samples.
- Engineering RFQ scoring

Current Projects:

- Transmission Main Phase 2A
- SACDA Upgrades
- North Main/Spring St
- SWTP Roof Restoration

Upcoming Projects:

- Transmission Main Phase 2b & 2c

Updates for the Community / Upcoming Events:

- Snowplow map and policies are updated for 2024-2025
- Snow removal contracts will be sent out this week with Gorge Dirt Works and Artistic Excavation.