

White Salmon City Council Meeting

A G E N D A

May 20, 2020 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 820 0722 7625 Password: 570441

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption.

Thank you.



Call to Order

Roll Call

Public Comments

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, May 6 will be read during the city council meeting and forwarded to all city council members.

Changes to the Agenda

Business Items

1. [Interlocal](#) Agreement - Treatment Plant Improvements and Depot Street Wastewater Line Improvements
 - a. Presentation and Discussion
 - b. Action
2. Business Licensing Service Agreement
 - a. Presentation and Discussion
 - b. Action
3. 2019 Annual Financial Report
 - a. Presentation and Discussion
 - b. Action
4. Upcoming City Council and Planning Commission Meetings - COVID-19, Housing Moratorium, and Comprehensive Plan Update
 - a. Presentation and Discussion
 - b. Action

Consent Agenda

5. [Approval](#) of Meeting Minutes - May 6, 2020
6. Voucher Approval

Department Head and Council Member Reports

Executive Session (if needed)

Adjournment

Item Attachment Documents:

1. Interlocal Agreement - Treatment Plant Improvements and Depot Street Wastewater Line Improvements
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
 Council Meeting Date: May 20, 2020
 Agenda Item: Interlocal Agreement – Funding of City of Bingen Wastewater Treatment Plant and Main Line (Depot Street) Improvements Project
 Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for mayor to sign interlocal agreement with the City of Bingen regarding the funding of improvements to the City of Bingen wastewater treatment plant and improvements to the Depot Street Wastewater Main Line.

Motion

Motion to authorize the mayor to sign interlocal agreement with the City of Bingen regarding the funding of improvements to the City of Bingen wastewater treatment plant and improvements to the Depot Street Wastewater Main Line in the amount of \$2,989,867.73 for which White Salmon is responsible for 79% of loan repayment (current total loan amount associated with jointly funded projects is \$2,841,620) and 79% of project funding shortage (current total funding shortage associated with jointly funded projects is \$148,247.73).

Explanation and Background of Issue

The proposed interlocal agreement puts into place the cost and funding scenario presented to both city councils at their respective meetings two weeks ago. The interlocal agreement includes a provision for a review of the funding split between the two cities based on equivalent residential units (ERUs) every five years. The interlocal agreement also includes a provision that the two cities begin negotiating a new interlocal agreement that will govern how the operations and maintenance and capital improvements of the treatment plant are funded; how capital improvements to main lines carrying White Salmon wastewater are funded, and addressing capacity within the plant for each city. The proposed project costs and funding are summarized below.

Project Costs and Proposed Funding

Below is a simple table of the project costs and proposed funding.

	Schedule A Plant Improve.	Schedule B Depot Street	Schedule A Plant Additive	Schedule B Manholes Additive	Total
Design Eng.	152,892.96	53,280.88	11,582.80	13,899.36	231,656.00
Construction Eng	180,180.00	62,790.00	13,650.00	16,380.00	273,000.00
Construction	1,734,835.00	592,851.75	120,400.00	164,217.00	2,612,303.75
Contingency	46,741.75	14,642.59	6,020.00	8,210.85	75,615.19
TOTAL COSTS	\$2,114,649.71	\$723,565.22	\$151,652.80	\$202,707.21	\$3,192,574.94
SRF Pre-Con Loan	112,200.00	39,100.00	8,500.00	10,200.00	170,000.00
SRF Constr. Loan	1,882,980.00	656,190.00	142,650.00	171,180.00	2,853,000.00
TOTAL LOANS	\$1,995,180.00	\$695,290.00	\$151,150.00	\$181,380.00	\$3,023,000.00
Funding Shortage	\$119,469.71	\$28,275.22	\$502.80	\$21,327.21	169,574.94
White Salmon 79%	94,381.07	22,337.42	397.21	0.00	117,115.70
Bingen 21%	25,088.64	5,937.80	105.59	21,327.21	52,459.24

The terms for the SRF pre-construction loan of \$170,000 is are a forgivable loan amount of \$85,000 and 1.5% interest for 20 years for the remaining \$85,000. Bingen would be responsible for 21% of the principal and interest payments with White Salmon responsible for 79%.

The terms for the SRF construction loan of \$3,023,000 is 2% interest for 20 years. Bingen would be responsible for 21% of the principal and interest payments with White Salmon responsible for 79%. It should be noted that the original construction loan amount was \$2,603,000 but the City of Bingen is eligible to add an additional \$250,000 to that amount. The table above includes the additional \$250,000.

Staff Recommendation

Staff recommends authorizing the mayor to sign the interlocal agreement with the City of Bingen regarding the funding of improvements to the City of Bingen wastewater treatment plan and improvements to the Depot Street Wastewater Main Line.

**INTERLOCAL AGREEMENT FOR
FINANCING OF WASTEWATER TREATMENT PLANT IMPROVEMENTS AND
IMPROVEMENTS TO DEPOT STREET WASTEWATER LINE**

This Interlocal Agreement (“Agreement”) is entered into by the cities of White Salmon (which may hereinafter be referred to as “White Salmon”) and Bingen (which may hereinafter be referred to as “Bingen”), Washington, each municipal corporations, pursuant to RCW chapter 39.34, and is effective on the date the last city executes this agreement.

RECITALS

1. The city of Bingen treats all White Salmon wastewater at the Bingen wastewater treatment plant.
2. The cities of Bingen and White Salmon previously funded and developed a joint wastewater plan.
3. The Joint Wastewater Plan identified necessary improvements to the wastewater treatment plant and to the Depot Street wastewater line.
4. The Depot Street wastewater line, located in the city of Bingen, is one of two main lines transporting waste from the city of White Salmon to the treatment plant.
5. The city of Bingen has received a Washington Department of Ecology State Revolving Fund (SRF) preconstruction loan in the amount of \$170,000 with 50% principal forgivable and the remaining \$85,000 to be repaid at 1.5% interest over 20 years. This funding is to be used for preconstruction (design) engineering.
6. The city of Bingen has received a Washington Department of Ecology State Revolving Fund (SRF) construction loan in the amount of \$2,853,000 to be repaid at 2% interest over 20 years.
7. The total projected cost for the project (design engineering, construction engineering and construction costs) exceeds the total of the two loans by \$169,574.94.
8. The city of Bingen has entered into design and construction engineering contracts for the project with Gray & Osborne, Inc.
9. The average equivalent residential units (ERUs) per each city per month, based on the average of 2017-2020 data, is 500 (Bingen) and 1863 (White Salmon) representing 79% of the project cost attributed to White Salmon and 21% attributed to Bingen.
10. The cities of Bingen and White Salmon have previously allocated costs associated with treatment plant improvements and wastewater line improvements that support the transport of White Salmon’s waste based on the average ERU split between the two cities. (Maple Street Wastewater Line Improvements and Wastewater Facility Plan).
11. The city of Bingen issued a bid for the improvements to the treatment plan and for the Depot Street wastewater line and expects to award the bid to the responsible low bidder, TEK Construction, Inc.

12. Project costs and funding sources are identified in Exhibit A.

THE PARTIES AGREE AS FOLLOWS:

1. Bingen will contract with Gray & Osborne, Inc. for design and construction engineering.
2. Bingen will contract with TEK Construction, Inc. for construction of improvements to the treatment plant and the Depot Street wastewater line and other wastewater improvements. White Salmon is only responsible for its designated share of costs related to the treatment plant improvements (Schedule A and Schedule A Additive) and the improvements to the Depot Street wastewater line (Schedule B) as indicated in Exhibit A.
3. Bingen and White Salmon will use funding from their respective Wastewater Treatment Plant Replacement Funds (Bingen – Fund 428 and White Salmon – Fund 417) to cover costs associated with the treatment plant improvements and improvements to the Depot Street wastewater line that are not covered by the pre-construction and construction SRF loans.
4. Bingen and White Salmon will share in costs of the improvements to the treatment plant and Depot Street wastewater line as provided for Exhibit A with a provision that the split of costs will be reviewed every five years from the date of the completion of the project. The method of determining the cost splits will remain the same – using comparative equivalent residential units (ERUs). Exhibit A cost and funding scenario is summarized in the table below:

	Schedule A Plant Improve.	Schedule B Depot Street	Schedule A Plant Additive	Schedule B Manholes Additive	Total
Design Eng.	152,892.96	53,280.88	11,582.80	13,899.36	231,656.00
Construction Eng	180,180.00	62,790.00	13,650.00	16,380.00	273,000.00
Construction	1,734,835.00	592,851.75	120,400.00	164,217.00	2,612,303.75
Contingency	46,741.75	14,642.59	6,020.00	8,210.85	75,615.19
TOTAL COSTS	\$2,114,649.71	\$723,565.22	\$151,652.80	\$202,707.21	\$3,192,574.94
SRF Pre-Con Loan	112,200.00	39,100.00	8,500.00	10,200.00	170,000.00
SRF Constr. Loan	1,882,980.00	656,190.00	142,650.00	171,180.00	2,853,000.00
TOTAL LOANS	\$1,995,180.00	\$695,290.00	\$151,150.00	\$181,380.00	\$3,023,000.00
Funding Shortage	\$119,469.71	\$28,275.22	\$502.80	\$21,327.21	169,574.94
White Salmon 79%	94,381.07	22,337.42	397.21	0.00	117,115.70
Bingen 21%	25,088.64	5,937.80	105.59	21,327.21	52,459.24

5. Bingen shall submit monthly invoices to White Salmon for White Salmon’s share of costs not covered by the SRF loans according to the above table.
6. Bingen and White Salmon agree to begin negotiating a new wastewater agreement upon the lifting of in-person meeting restrictions by Governor Inslee relating to the COVID-19 crisis. The wastewater agreement once completed will replace the 1996 agreement. The wastewater agreement is intended to cover funding for wastewater treatment plant operations and maintenance and capital improvements and for capital improvements to wastewater lines owned by Bingen that carry White Salmon waste to the treatment plant. In addition, the wastewater agreement is expected to address each city’s capacity in the treatment plant. Bingen and White Salmon agree to a goal of adopting a new wastewater agreement by June 30, 2021.

7. No services or contract administration will be performed by White Salmon. Bingen is solely responsible for the administration of this project and monitoring the development of the joint wastewater system plan. No separate legal or administrative entity is created by this agreement. The parties agree no other administrator or joint board is necessary for administering this agreement. Each party shall finance and budget for its respective share, each party will receive a copy of the joint wastewater plan and that plan is the only product the parties contemplate because of this agreement. This agreement is intended to last no longer than is necessary to perform and administer the development of a joint wastewater system plan as set forth herein.
8. In the event of a dispute arising from or related to this agreement, the parties shall submit the dispute for resolution to a mutually agreeable mediator and shall equally share the mediator's fee. In the event the parties cannot resolve the dispute in mediation, and either party initiates a lawsuit, the prevailing party shall be entitled to court costs and reasonable attorney's fees, including those costs incurred in anticipation of litigation and fees and costs incurred in appeal of any final determination. If either party chooses to seek injunctive relief to enforce the provisions of this agreement, the parties waive any requirements of bond as set forth in Washington statutes. Venue shall be in Klickitat County, Washington.
9. Bingen shall indemnify and hold harmless White Salmon and its officer, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Bingen, its officers, agents and employees in performing its obligations pursuant to this agreement or relating to the project. In the event that any suit based upon such a claim, action, loss, or damage is brought against White Salmon, or White Salmon and Bingen, Bingen shall defend the same at its sole cost and expense; and if final judgment be rendered against White Salmon and its officers, agents, and employees or jointly against White Salmon and Bingen and their respective officers, agents, and employees, Bingen shall satisfy the same.
10. White Salmon shall indemnify and hold harmless Bingen and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of White Salmon, its officers, agents, and employees in performing its obligations pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Bingen, or Bingen and White Salmon, White Salmon shall defend the same at its sole cost and expense; and if final judgment be rendered against Bingen and its officers, agents, and employees or jointly against Bingen and White Salmon and their respective officers, agents, and employees, White Salmon shall satisfy the same.
11. In the event one or more provisions of this agreement are held to be illegal or unenforceable by a court of competent jurisdiction, it shall not result in the invalidation of any other portion of this agreement.
12. Pursuant to RCW 39.34.040, prior to this agreement becoming effective the City Clerk of Bingen shall file a copy of this agreement with the Klickitat County Auditor pursuant to RCW 39.34.040, or, alternatively, post a copy of this agreement on its website. This is an Interlocal Agreement and the following information is provided in furtherance thereof:

- a. Duration. The duration shall be upon execution of this agreement and extends through the life of the repayment of the SRF loans to be repaid, unless replaced with a new wastewater agreement that addresses any outstanding payments to either city.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to share engineering costs between the agencies using the wastewater facility.
- d. Manner of Financing. The Cities intend to finance costs not covered by the SRF loans through their respective Treatment Plant Replacement Funds (Bingen – 428 and White Salmon – 417).
- e. Termination of Agreement. The parties shall have no right to terminate this agreement except through the dispute resolution provisions of paragraph 8, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Clerk Treasurer for the City of Bingen shall be the Administrator for this Interlocal Agreement.
- h. Manner of Acquiring Property. Personal property acquired pursuant to this agreement are deemed fixtures and will become the property of the fee owner of the real estate upon which the property is placed.

13. The parties hereto have considered the anticipated costs of services and the anticipated and potential revenues to fund those services in negotiating this agreement.

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

CITY OF BINGEN

CITY OF WHITE SALMON

Betty J. Barnes, Mayor

Date

Marla Keethler, Mayor

Date

ATTEST:

Cheyenne Pantoja Wright, City Clerk

Date

Jan Brending, City Clerk

Date

Approved as to form:

Christopher Lanz
Bingen City Attorney

Date

Kenneth Woodrich
White Salmon City Attorney

Date

**Exhibit A
City of Bingen
Wastewater Improvements**

	Schedule A Treatment Plan Improvements	Schedule B Depot Street	Schedule A Additive Treatment Plant Improvements	Schedule B Additive Manholes	Total
Design Engineering					
White Salmon (79%)	120,785.44	42,091.90	9,150.41	0.00	172,027.75
Bingen (21%)	32,107.52	11,188.98	2,432.39	13,899.36	59,628.25
Total	152,892.96	53,280.88	11,582.80	13,899.36	231,656.00
Construction Engineering					
White Salmon (79%)	142,342.20	49,604.10	10,783.50	0.00	202,729.80
Bingen (21%)	37,837.80	13,185.90	2,866.50	16,380.00	70,270.20
Total	180,180.00	62,790.00	13,650.00	16,380.00	273,000.00
Construction Bid	1,734,835.00	592,851.75	120,400.00	164,217.00	2,612,303.75
Construction Contingency	46,741.75	14,642.59	6,020.00	8,210.85	75,615.19
Total Construction	1,781,576.75	607,494.34	126,420.00	172,427.85	2,687,918.94
White Salmon (79%)	1,407,445.63	479,920.53	99,871.80	0.00	1,987,237.96
Bingen (21%)	374,131.12	127,573.81	26,548.20	172,427.85	700,680.98
Total	1,781,576.75	607,494.34	126,420.00	172,427.85	2,687,918.94
	0.66	0.23	0.05	0.06	
White Salmon (79%)	1,670,573.27	571,616.52	119,805.71	0.00	2,361,995.51
Bingen (21%)	444,076.44	151,948.70	31,847.09	202,707.21	830,579.43
Total	2,114,649.71	723,565.22	151,652.80	202,707.21	3,192,574.94

	Schedule A Treatment Plan Improvements	Schedule B Depot Street	Schedule A Additive Treatment Plant Improvements	Schedule B Additive Manholes	Total
SRF Preconstruction Loan	112,200.00	39,100.00	8,500.00	10,200.00	170,000.00
1/2 Forgiveable	56,100.00	19,550.00	4,250.00	5,100.00	85,000.00
1/2 Loan 1.5% 20 Years	56,100.00	19,550.00	4,250.00	5,100.00	85,000.00
Design Engineering Costs	152,892.96	53,280.88	11,582.80	13,899.36	231,656.00
Funding Shortage	40,692.96	14,180.88	3,082.80	3,699.36	61,656.00
White Salmon (79%)	44,319.00	15,444.50	3,357.50	0.00	63,121.00
Bingen (21%)	11,781.00	4,105.50	892.50	5,100.00	21,879.00
Principal Only	56,100.00	19,550.00	4,250.00	5,100.00	85,000.00
White Salmon (79%)	32,147.44	11,202.90	2,435.41	2,774.52	48,560.27
Bingen (21%)	8,545.52	2,977.98	647.39	924.84	13,095.73
Funding Shortage	40,692.96	14,180.88	3,082.80	3,699.36	61,656.00
SRF Constrluction Loan					
2% 20 Years	1,882,980.00	656,190.00	142,650.00	171,180.00	2,853,000.00
Construction Engineering	180,180.00	62,790.00	13,650.00	16,380.00	273,000.00
Construction	1,702,800.00	593,400.00	129,000.00	154,800.00	2,580,000.00
Construction Total Costs	1,781,576.75	607,494.34	126,420.00	172,427.85	2,687,918.94
Funding Shortage	78,776.75	14,094.34	-2,580.00	17,627.85	107,918.94
White Salmon (79%)	1,345,212.00	468,786.00	101,910.00	0.00	1,915,908.00
Bingen (21%)	357,588.00	124,614.00	27,090.00	154,800.00	664,092.00
Principal Only	1,702,800.00	593,400.00	129,000.00	154,800.00	2,580,000.00
White Salmon (79%)	62,233.63	11,134.53	-2,038.20	13,220.89	84,550.85
Bingen (21%)	16,543.12	2,959.81	-541.80	4,406.96	23,368.09
Funding Shortage	78,776.75	14,094.34	-2,580.00	17,627.85	107,918.94
Total Funding Shortages	119,469.71	28,275.22	502.80	21,327.21	169,574.94
White Salmon (79%)	94,381.07	22,337.42	397.21	0.00	117,115.71
Bingen (21%)	25,088.64	5,937.80	105.59	21,327.21	52,459.23
Funding Shortage	119,469.71	28,275.22	502.80	21,327.21	169,574.94

Item Attachment Documents:

2. Business Licenseing Service Agreement
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 20, 2020
Agenda Item: Business Licensing Service Agreement – Department of Revenue
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for mayor to sign Business Licensing Service Agreement with Washington State Department of Revenue.

Motion

Motion to authorize the mayor to sign Business Licensing Service Agreement with Washington State Department of Revenue.

Explanation and Background of Issue

In 2017, the state legislature adopted legislation regarding business licensing in the State of Washington. The city amended its codes related to business licensing to meet the state requirements. The legislation also requires cities to partner either with “FileLocal” or the Washington State Department of Revenue. The city has chosen to go with the Washington State Department of Revenue which is a free service and one that most of our businesses are already familiar with. In the future, after implementation, businesses will register with the Department of Revenue for all their licensing including city business licenses. The goal is to make it easier for businesses to have a singular place in which to apply and renew all appropriate licenses associated with their business in the State of Washington.

White Salmon has begun the process working with the Department of Licensing to transfer its business licensing process. One of the first steps is to sign the Business Licensing Service Agreement. This is the standard agreement that all cities are using. At this time, the city’s “short-term registration” – a separate process from business licensing, will not be included in this process. However, the Department of Revenue is looking at how to integrate this type of permitting into its system. The Business Licensing Services system allows for the City of White Salmon to review all business license applications and renewals prior to the Department of Revenue issuing a business license.

Staff Recommendation

Staff recommends authorizing the mayor to sign the Business Licensing Service Agreement with Washington State Department of Revenue.

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of White Salmon
	(“Revenue”)	(“Partner”)
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 2139 White Salmon, WA 98672
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	100 N. Main White Salmon, WA 98672
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	Jan Brending, Clerk Treasurer (509)493-1133 Ext. 205 janb@ci.white-salmon.wa.us

II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) “a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW.”

III. Effective Date

This Agreement is effective as of (*check one*): (mm/dd/yyyy).
the date of the last signature of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

Partner

Date

Date

Template approved as to form

Approved as to form

On File

Kelly Owings,
Assistant Attorney General for Washington State

Date

EXHIBIT A
CONFIDENTIALITY AND DATA SHARING
AGREEMENT

I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue (“Revenue”) and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the “Agreement”).

II. Definitions

- A. “Confidential Licensing Information” (CLI) has the same meaning as “Licensing Information” under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. “Confidential Tax Information” (CTI) has the same meaning as “Return,” “Tax Information,” and “Taxpayer Identity” under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. “Confidential” refers to data classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. “Portable Devices” refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. “Portable Media” refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. “Data” refers to individual pieces of information.
- G. “Cloud” refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of “cloud” can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. “Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. “Complex Password” or “Complex Passphrase” refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

III. Data Classification, Authorized Use, Access, and Disclosure

- A. Data Classification: Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. Permitted Uses: Business licensing information may be used for official purposes only.
- C. Permitted Access: Business licensing information may be accessed only by Partner’s employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - 1) Ordered under any judicial or administrative proceeding; or
 - 2) Otherwise expressly authorized by Revenue in writing.

IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. **Ensuring Security:** Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

- A. **Criminal Sanctions.** RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
 - 1) Workstation hard disk drives
 - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
 - c) Workstations must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on workstations must be kept current.

- 2) Network servers
 - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
 - b) Data on disks mounted to such servers must be located in a secure physical location.
 - c) Servers must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on servers must be kept current.

- 3) Backup tapes or backup media
 - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
 - b) Backup devices, tapes, or media must be kept in a secure physical location.
 - c) Backup tapes and media must be encrypted.
 - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.

- 4) Cloud Storage
 - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
 - b) Revenue and Partner will, at a minimum, meet the following requirements:
 - i. Encrypt the data at rest and in transit.
 - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
 - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.

- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
 - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
 - b) Staff will not email information provided by Revenue to anyone outside of City staff.
 - c) Staff shall only access Revenue information on a City network computer.
 - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
 - 1) Incinerate the disc(s); or
 - 2) Shred the discs.
- B. Magnetic tape(s)
 - 1) Degauss;
 - 2) Incinerate; or
 - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
 - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
 - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
 - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
 - 4) Physically destroy disk(s)

D. Portable media

- 1) For mechanical hard drives, use a “wipe” utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a “secure erase” utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
 - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
 - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider’s procedures to permanently delete the files and folders.

****end*****

Item Attachment Documents:

3. 2019 Annual Financial Report
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 20, 2020
Agenda Item: 2019 Annual Financial Report
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for clerk treasurer to submit the 2019 Annual Financial Report to the Washington State Auditor.

Motion

Motion to authorize the clerk treasurer to submit the 2019 Annual Financial Report to the Washington State Auditor.

Explanation and Background of Issue

The State of Washington requires local government to submit their annual financial reports to the State Auditor's Office within 150 days of the fiscal year closing which is May 30, 2020 this year. The Governor in an original COVID-19 proclamation provided some language that showed an intent to extend this deadline. However, the wording did not provide that extension. The State Auditor's Office and the Washington Finance Officer's Association have making requests to the Governor and the state legislature to extend the filing date by 90 days. However, at the time of time agenda memo that action has not taken place. I am proceeding as the annual financial report is due May 30, 2020.

Documents will be provided to the city council and posted on the city's webpage no later than Tuesday, May 19, 2020.

Staff Recommendation

Staff will recommend the city council authorize the clerk treasurer to submit the 2019 Annual Financial Report to the State Auditor.

Item Attachment Documents:

4. Upcoming City Council and Planning Commission Meetings - COVID-19 Requirements and Proposed Agendas
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 20, 2020
Agenda Item: Upcoming City Council and Planning Commission Meetings – COVID-19, Housing Moratorium and Comprehensive Plan Update
Presented By: Marla Keethler, Mayor

Action Required

Provide direction to the mayor and staff as COVID-19 restrictions continue, particularly related to the city's housing moratorium and the comprehensive plan update.

Motion

Motions will depend on the actions or directions the city council chooses to provide to the mayor and staff.

Explanation and Background of Issue

As the state begins to move through the phases of Governor Inslee's "Safe Start Washington" it is clear that the city council and planning commission may not be able to meet in person until late summer or early fall at the earliest. This is based on looking at when "gatherings" are allowed, specifically the number of people allowed in a gathering in each phase and the requirement for physical distancing. Gatherings of no more than 50 people may be allowed in Phase 3. The state is currently in Phase 1 and we expect that it may be moving into Phase 2 around June 1st. If the Governor stays with current projects, Phase 3 may be allowed to start around June 29. The city council room would not allow a gathering of up to 50 people with physical distancing requirements of 6 feet. Council members and staff would have to be spaced 6 feet apart and all audience members would have to be spaced 6 feet apart. This would not seem to lend itself to a public meeting where anyone who wanted to attend could. Of course, the Governor's orders could change over time and new guidance can be provided. However, we are proceeding with the informed assumption that city council and planning commission meetings will not take place in person until Phase 4 at the earliest, and will be dependent upon guidelines.

At this time, Governor Inslee's orders regarding public meetings has been extended to May 31st and we expect that they may be extended beyond that date, based on his phased approach and restrictions on "gatherings." We are recommending that the city continue holding meetings via teleconference until further notice. Based on the city attorney's recommendations, public hearings will not be held until the Governor's orders have expired or are amended. However, he has indicated that presentations and discussions can take place at the city council and planning commission meetings.

Housing Moratorium

Ordinance 2020-01 1060 that put in place a moratorium on certain residential and land use actions is set to expire on July 15, 2020. The ordinance must be amended if it is desired to extend the moratorium with findings on why the extension is necessary. The unforeseen COVID-19 pandemic and associated restrictions on social interaction and business operations have greatly affected the ability for much of the initially proposed action items to move forward in a timely manner.

I would like the city council to discuss the housing moratorium at their May 20 council meeting and the best way to move forward. Additional materials will be made available in advance of the meeting that outline possible options forward for the council to consider.

Regardless of that discussion, information will be presented regarding tenant protections and housing funding at the June 3 city council meeting. These two items were slated to come before the city council when we entered the COVID-19 pandemic. Staff has also been working on proposed amendments to the Mobile Home, Two-Unit (R2) Residential and Multi-Family (R3) zoning codes to bring them into alignment with the 2012 Comprehensive Plan housing goals and objectives, which are intended to go back before the Planning Commission for further review and input.

A public hearing was held on proposed changes to the Mobile Home Residential Park code and the city council could adopt those zoning amendments at a future meeting since an additional public hearing is not required. Staff will need to prepare a SEPA (State Environmental Police Act) checklist and process for the proposed amendments. It is possible that the city council could review and adopt the changes to the Mobile Home zone at their second meeting in June. With the restriction on public hearings due to COVID-19, adoption of additional zoning changes during the current moratorium timeframe does not appear likely. It is also not known if an extension of the moratorium would align with the removal of restrictions on public hearings. While neither scenario means work on the other zones could not still continue, it should be noted that until public hearings can resume, any future zone changes would reach a point of being stalled until public input and feedback can be properly received. This is also true should the moratorium expire and the Planning Commission and Council continue to update the additional zones.

Comprehensive Plan Update

We are recommending the Planning Commission resume meeting twice a month to hear presentations and discuss items that can be presented by the city's (and county's) consultants. We will be asking Klickitat County's consultant FCS to present the draft Buildable Lands Inventory and Urban Study to the Planning Commission on May 27. We will work with the city's consultant to develop a timeframe that both staff and the planning consultants feel is appropriate while individuals continue to work from home. Decisions on the planning elements will not be finalized until public hearings are allowed. Public comment at planning commission meetings will be allowed in the same fashion as city council meetings are currently handling it but with direction that public comment will be specific to any agenda item. Again, due to the unforeseen impacts of the COVID-19 pandemic, it is recognized that an updated Comprehensive Plan will most likely not be adopted by the end of 2020, and work will continue into early 2021.

It is mine and staff's intent for the city council to have a full discussion about how to best move forward on these two items while complying with any COVID-19 requirements.

Item Attachment Documents:

5. Approval of Meeting Minutes - May 6, 2020



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, May 6, 2020
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
David Lindley
Amy Martin
Ashley Post
Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Russ Avery, Public Works Operations Mgr.
Mike Hepner, Police Chief
Bill Hunsaker, Building Official/Fire Chief

1. Call to Order

Marla Keethler, Mayor called the meeting to order. There were approximately 9 people in the audience (by video or telephone).

2. Roll Call

All council members were present.

3. Public Comment

Jan Brending, Clerk Treasurer read into the record comments received by e-mail as follows:

Janet Warren and Mark Schmidt, White Salmon commented on Klickitat County Sheriff Songer’s comments about enforcing Governor Inslee’s Stay Home Stay Healthy orders.

Karen Skiles, White Salmon commented on Klickitat County Sheriff Songer’s comments about enforcing Governor Inslee’s Stay Home Stay Healthy orders.

Gigi Pomerantz, White Salmon commented on Klickitat County Sheriff Songer’s comments about enforcing Governor Inslee’s Stay Home Stay Healthy orders.

April George, White Salmon commented on members of the community wearing masks into businesses.

Jacqueline Wyatt, Klickitat County commented on the City’s White Salmon River Source Reliability Study.

4. Presentations

Jeff King, Klickitat County Emergency Management Director, Emergency Operations Center provided the city council information regarding the operations and status of the Emergency Operations Center as it relates to COVID-19.

David Kavanagh, Klickitat County Health Department, Emergency Operations Center provided information to the city council regarding testing capacity, contract tracing, notification of positive cases, and presumed community spread.

5. City of Bingen Wastewater Treatment Plant and Mainline Improvements Project

Jan Brending, Clerk Treasurer presented information regarding the City of Bingen Wastewater Treatment Plant and Mainline Improvements Project. She noted that the same information was presented to the Bingen City Council on Tuesday, May 5. Brending said that in the past White Salmon has paid its proportional share of projects related treatment plant improvements or main line improvements (those associated with carrying White Salmon wastewater to the treatment plant) based on the average number of equivalent residential units per city. She summarized the project costs including design engineering, construction engineering, construction costs and contingency costs and the funding available for the project. Brending said there is currently a projected funding shortfall of \$169,574.94. She said based on a percentage split of 79%/21% that White Salmon would be responsible for \$117,115.70 which could come from the city's treatment plant capital expansion fund (Fund 417). Brending said that if both cities agree on the basis of the project and funding scenario as presented, they will review a proposed interlocal agreement at their next council meetings in two weeks. She said that Bingen provided tentative approval at their council meeting last night.

Council members suggested that the percentage split for funding the loans, currently at 79% - White Salmon and 21% - Bingen be reviewed every five years.

Jan Brending noted that language could be included in the interlocal agreement that would provide for that review. She noted the interlocal agreement will also include language about the development of a new interlocal agreement that would govern future funding of the operations and maintenance and capital improvements for the treatment plant and capital improvements associated with main lines that carry White Salmon wastewater in addition to address capacity in the treatment plant for each city.

There was consensus of the council to move forward with the proposed funding scenario as presented with a review of the equivalent residential unit split every five years.

6. Anderson Perry & Associates – Task Order, Update of City's Water System Plan

Jan Brending, Clerk Treasurer said the task order and cost estimate is for updating the city's water system plan as required by the State Department of Health. She said \$70,000 is currently in the budget which will need to be updated if the task order is approved by the city council. Brending said the cost estimate is \$90,000. She said staff recommends approval of the task order and cost estimate.

Moved by Amy Martin. Seconded by Jason Hartmann.

Motion to authorize the Mayor to sign task order with Anderson Perry & Associates for updating the city's Water System Plan in the amount of \$90,000. CARRIED 5-0.

- 7. Personal Services Contract, Pioneer Surveying and Engineering, Design of Roundabout**
Jan Brending, Clerk Treasurer said staff is recommending the city authorize the mayor to sign a personal services contract with Pioneer Surveying and Engineering for the design of the roundabout at Garfield and Jewett in the amount of \$26,158. She noted that Pioneer had submitted a Statement of Qualification earlier this year which was evaluated by staff and found that Pioneer is a qualified engineer for designing the proposed roundabout. Brending noted that Washington Department of Transportation plans to do the construction on Highway 141 from Bingen to just west of Garfield in 2022. She said the project needs to be designed this year so it can be included with the WSDOT bid documents and that construction engineering would be handled by WSDOT.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to authorize Mayor to sign contract, retroactive to January 1, 2020 with Pioneer Surveying and Engineering, Inc. for the design of a roundabout at Jewett and Garfield in an amount not to exceed \$26,158.00. CARRIED 5-0.

- 8. WA Department of Ecology Grant Agreement – White Salmon River Source Reliability Study**
Jan Brending said this is an agreement with the Washington Department of Ecology for a grant in the amount of \$200,000 for the White Salmon River Source Reliability Study. She said information regarding the study was previously presented to the city council when they authorized the scope of work to be submitted to the Department of Ecology. She said the Yakama Nation will provide a \$20,000 grant (agreement to be presented to council at a later date) and the City will provide \$25,000 in matching funds.

David Lindley, Council Member said he is glad to see this project moving forward.

Moved by Ashley Post. Seconded by David Lindley.

Motion to authorize the mayor to sign agreement with Washington Department of Ecology for a grant in the amount of \$200,000 for the White Salmon River Source Reliability Study. CARRIED 5-0.

- 9. Task Order – Aspect Consulting – White Salmon River Source Reliability Study**
Jan Brending said the task order and cost estimate has been provided by Aspect Consulting with whom the city signed a master contract for hydrogeological and water rights services. She said the task order covers the entire \$245,000 that the study will cost. Brending said staff recommends the council authorize the mayor to sign the task order.

Moved by Amy Martin. Seconded by Ashley Post.

Motion to authorize the mayor to sign task order with Aspect Consulting for the White Salmon River Source Reliability Study in the amount of \$245,000. CARRIED 5-0.

- 10. COVID-19 Planning**
Ken Woodrich, City Attorney provided an overview of the city's legal authority regarding COVID-19. He said the Governor's orders do not defer to the local jurisdiction because it is state-wide. Woodrich said the city can enforce the provisions of the Governor's orders local and the city's prosecutor can prosecute violations up to a gross misdemeanor. He said Sheriff Songer does not

have jurisdiction in White Salmon. Woodrich said any constitutional argument about the Governor's orders lies with the state courts. He said the city could send a letter to Sheriff Songer expressing concerns about his position. Woodrich said citizens can also vote when Songer is up for reelection if they file a recall petition. He said a recall petition is not undertaken by the city itself but by citizens.

Marla Keether, Mayor said she would recommend not engaging with Sheriff Songer at this time. She suggested publishing a news release assuring the citizens of White Salmon that city staff including the police department are operating to protect their health and safety. Keether noted that messages from the three cities and Klickitat County have unified since the Emergency Operations Center was activated.

Council members discussed the issue and there was a consensus to develop a news release assuring the citizens of White Salmon.

Jan Brending, Clerk Treasurer said the city will be received approximately \$78,000 from the state that relates to the CARES Act. She said the State's Treasurer has provided some guidelines for how the funds can be spent. Brending said the city will need to determine that the funding is being used as a direct result of COVID-19. She said it cannot be used to supplant funding for things that are already in the city's budget. Brending said Klickitat County has provided a funding scenario for the emergency operations center which allocates 13% of the costs to Bingen and White Salmon. She said that she feels that funding should be split between the two cities based on population.

Bill Hunsaker, Building Official said that he has reviewed several COVID-19 plans related to existing construction that can restart. He said he has received a couple of calls from contractors who will have to wait for new construction to be opened which will happen in Phase 2.

Marla Keether, Mayor, said that a bi-state meeting of agencies took place to discuss how to handle the opening of recreation in the Gorge. She said that at this time state parks and Forest Services lands will not reopen due to concerns about an influx of visitors. Keether said another bi-state meeting will take place on May 15 to review the status. She said the counties and cities have agreed there needs to be a unified message regarding recreation.

Council members discussed options for opening recreation for local citizens including issuing permits.

11. Consent Agenda

- a. Anderson Perry & Associates, Task Order, ERU Calculation for Everybody's Brewing
- b. Crestline, Jewett Water Line Replacement Project – Change Order
- c. Task Order – Bell Design, Mobile Home Setback Requirement Drawings
- d. Approval of Meeting Minutes – April 15, 2020
- e. Approval of Vouchers

Type	Date	From	To	Amount
Claims	5/6/2020	EFT	EFT	5,082.00
	5/6/2020	36076	36127	159,964.52
			Claims Total	165,046.52
Payroll	4/20/2020	EFT	EFT	63,618.86
	5/5/2020	EFT	EFT	104,340.47
	5/5/2020	36068	36075	1,739.31
			Payroll Total	169,698.64
Manual Claims	4/28/2020	36066	36067	2,475.20
	5/5/2020	EFT	EFT	1,366.36
			Manual Total	3,841.56
			Total All Vouchers	338,586.72

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 6th day of May, 2020.

**Moved by Jason Hartmann. Seconded by Joe Turkiewicz.
 Motion to approve consent agenda as presented. CARRIED 5-0.**

12. Department Head and Council Reports

Ashley Post, Council Member said that when she listened to the recording of the Bingen City Council meeting Mike Hepner had comments on the low number of calls in Bingen and a higher number in White Salmon.

Mike Hepner, Police Chief said that has been the case for the last few weeks. He said the number of domestics has increased along with criminal mischief.

Bill Hunsaker, Building Official/Fire Chief said he is working on a couple of code enforcement issues.

Russ Avery, Public Works Operations Manager said the public works crew continues to be split but are now working full days due to the water project starting back up.

Ken Woodrich, City Attorney said that the Governor’s orders regarding public meetings has been extended to May 31st.

Marla Keethler, Mayor noted that on May 1st bridge tolls at the Port of Hood River will begin. She said that if you do not have a Breezeby Pass the Port will bill based on license plates at a higher rate. Keethler said a bi-state committee has been formed to keep the bridge replacement

project moving forward. Keethler said that she will be bringing forward information at the next city council meeting regarding the city’s moratorium and comprehensive plan update process. She said the planning commission meeting for May 27 is still on the calendar.

David Lindley, Council Member said he appreciates the staff and mayor for their work and is glad that the water line project is restarting.

13. Adjournment

The meeting adjourned at 8:20 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer