



White Salmon City Council Meeting

A G E N D A

October 20, 2021 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 882 6571 5247 Passcode: 969289

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.

I. Call to Order, Presentation of the Flag and Roll Call

II. Changes to the Agenda

III. Consent Agenda

A. Clerk-Treasurer Job Description Amendments

B. Voyent Alert! System

C. Approval of Meeting Minutes - September 15, 2021

D. Approval of Meeting Minutes - October 6, 2021

E. Approval of Vouchers

IV. Public Comment

Any public in attendance at meeting will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Public comment can also be submitted via email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, October 20. All written comments received by 5:00 p.m. will be read during the City Council meeting.

V. Business Items

A. Agreement for Purchase and Sale of Real Estate

VI. Reports and Communications

A. Department Heads

B. Council Members

C. Mayor

VII. Executive Session (if needed)

VIII. Adjournment

File Attachments for Item:

A. Clerk-Treasurer Job Description Amendments



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: October 20, 2021
Agenda Item: Clerk-Treasurer Job Description
Presented By: Marla Keethler, Mayor

Action Required

Adoption of the amended job description for Clerk-Treasurer position

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda, then proposed motion is as follows:

Move to adopt the Clerk-Treasurer Job Description setting the salary at Range 50, Steps 1-10.

Explanation of Issue

Jan Brending, Clerk Treasurer will be retiring June 2022. We would like to hire her replacement in early 2022 to work with her through that time period in order to gain experience in completing a number of tasks that are usually done in the first half of the year along with the day-to-day activities. Funding for the extra costs will be included in the proposed 2022 budget.

Staff Recommendation

Staff recommends the council adopt the revised job description for the Clerk-Treasurer position.

**JOB DESCRIPTION
CITY OF WHITE SALMON**

JOB TITLE: City Clerk/Treasurer (Exempt)
DEPARTMENT: Accounting and Financial Management
REPORTS TO: City Administrator
EFFECTIVE DATE: October 20, 2021
SALARY RANGE: Range 50, Step 1-10

This is an exempt full-time management position. The City Clerk/Treasurer is a salary position and may work in excess of eight hours per day or 40 hours per week. The City Clerk/Treasurer is on call 24 hours per day and may be called back to work before or after normal work hours and/or on a scheduled day off.

MAJOR FUNCTION AND PURPOSE

By Charter, the City Clerk/Treasurer acts as custodian of all records and files of the City and is the ex-officio clerk of the City Council. The City Clerk/Treasurer also plans and directs the operation and activities of the accounting department and financial management.

GENERAL FUNCTION

Supervision of this position is occasional, consisting of meetings with the Mayor to discuss policy directives, priorities, tasks, and review of work.

SUPERVISION RESPONSIBILITIES

Individual in this position directs the activities of the municipal departments related to accounting and financial management. The City Clerk/Treasurer supervises the activities of several subordinate personnel. Supervision techniques encompass a broad range of interaction with all levels of employees and includes responsibility to:

- Assign priorities
- Assign specific tasks
- Review work performed or produced by subordinate staff
- Direct work activities of subordinate staff
- Make recommendations for hiring or firing
- Conduct performance evaluations

JOB DUTIES AND RESPONSIBILITIES

The job duties and responsibilities represented in the job description in no way imply that these are the only duties to be performed. Employee occupying the position will be required to follow any other job-related instructions and to perform any job-related duties requested by the Mayor. This job description reflects general details as necessary to describe the principal functions of

this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

- Collects, safeguards, and disburses all city funds by planning and directing the operation and activities of the accounting division.
- Supervises and accomplishes such daily work as preparation of reports, making bank deposits, paying and canceling of bonds and coupons, making journal and payroll entries, and preparing payrolls; supervises the accounting control of data processing activities including assessing programming needs.
- Supervises the billing and collection of water and sewer service charges, special assessment charges, and miscellaneous account charges; maintains current knowledge of city ordinances and resolutions pertaining to all fees and charges and any other fiscal related matters; assesses financial needs of department and/or organization and makes recommendations to the Mayor or Department Heads or City Council on determined needs.
- Determines future cash needed for disbursements and invests surplus funds; maintains special accounting records for assessment and liens, outstanding bond indebtedness and tax receipts consistent with municipal accounting standards and state and federal laws.
- Prepares periodic financial statements for the Mayor and City Council as needed or requested and provides other information regarding the fiscal operation of the city as required.
- Acts as city election officer for all city special elections and council elections in conformance to city ordinances and state law.
- Assists Mayor and City Council in preparation of annual budget document; includes estimating revenues based on records and formulas maintained for averaging; includes estimating expenditures; performs data processing activities involved in budget preparation.
- May be required to prepare bond prospectus or provide information in preparation of bond sales; ensures all city ordinances and state laws are followed pertinent to improvement districts and subsequent bond sales.
- Monitors and reviews the needs for and purchasing of accounting and general office supplies; confers with and recommends to the Mayor on purchase of office equipment that will maintain an effective working environment for the accounting staff.

- Monitors revenues, expenditures, accounts payable, and accounts receivable, in order to ensure the efficient, timely, and responsible operation and financial management of the City.
- Prepares the Annual Report of the City.

KNOWLEDGE, SKILLS AND ABILITIES

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the abilities and aptitudes to perform each duty proficiently. There will be a six month period in which these attributes must be demonstrated before permanent employment.

- Generally accepted accounting principles, the BARS accounting system and statutes affecting governmental entities.
- Ability to maintain effective communications with various officials and agencies, as well as with the public (Public Administration).
- Excellent communication and supervision/leadership skills.
- Ability to deal with the public courteously, tactfully and professionally.
- General office equipment and computer systems.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderately noisy.

CONTACTS AND RELATIONSHIPS

The City Clerk/Treasurer will have extensive contact with citizens of the community, planning groups and agencies. In the course of completing the required job duties, the individual in this position will have a variety of contacts in person, via telephone, or through correspondence which are primarily to provide or collect information. However, virtually all of these professional contacts involve the coordination of projects or activities.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City Clerk/Treasurer position may require long periods of sitting, standing, stooping, and/or reaching. This position may also require lifting objects weighing more than twenty-five (25) pounds. Specific vision abilities required by this position include close vision and the ability to adjust focus. This position may be subject to verbal abuse at times from the public.

MINIMUM RECRUITING REQUIREMENTS

- High school diploma or equivalent
- Associate degree in Business Administration or Accounting
- Supervision experience of at least three years
- Valid Driver's License
- Background in and knowledge of various laws and regulations related to municipal governments in Washington
- Ongoing courses and seminars related to governmental generally accepted accounting principles
- Hands-on experience with governmental generally accepted accounting principles

DESIRABLE EXPERIENCE AND TRAINING

- Requires Bachelor's degree in Public or Business Administration or Accounting. A Certified Public Accountant certificate would be beneficial but is not mandatory.
- Must have three years progressively responsible experience in municipal government operations or in private business operations and must have two years municipal management experience or comparable business management experience.
- Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position.

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

I have read and understand this class description.

Signature

Date

File Attachments for Item:

B. Voyent Alert! System



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: October 20, 2021
Agenda Item: ICEsoft Voyent Alert! Service Order and Terms of Service Agreement
Presented By: Marla Keethler, Mayor and Jan Brending

Action Required

Authorization for Mayor to sign ICEsoft Voyent Alert! Service Order for a one-year annual service subscription in the amount of \$2,200 (not including taxes).

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda, then proposed motion is as follows:

Move to authorization the Mayor to sign ICEsoft Voyent Alert! Hosted Services Service Order for a one year subscription in the amount of \$2,200.

Explanation of Issue

The mayor and clerk treasurer participated in a demo of the Voyent Alert! System. More detailed information about this system and its capabilities are available on the web at <https://voyent-alert.com/us/communities/municipalities/>. We are extremely impressed with the capabilities of this system and feel that it will help the city provide appropriate and timely notices via text messages, phone apps, social media, etc.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign the ICEsoft Voyent Alert! Service Order for an annual subscription of \$2,200.



ICESOFT
TECHNOLOGIES

Voyent Alert! Hosted Services Service Order

Quote Number: VCQ-01937 Date: 10/12/2021 Quote Expiry Date: 12/30/2021 <i>Date format: mm/dd/yyyy</i>	Service Provider Details: ICESoft Technologies, Inc. 23350 N. Pima Road Scottsdale, AZ 85255 USA Email: product.sales@icesoft.com
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Quote Prepared For: City of White Salmon 100 North Main AVE, PO Box 2139 White City, WA, 98672 Attention: Name: Marla Keethler Email: mayor@ci.white-salmon.wa.us Phone: (509) 774-7491	ICESoft Contact Information: ICESoft Contact: Liana Munroe Telephone: +1 877 263-3822 ext. 330 Email: liana.munroe@icesoft.com
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Product/Description:	Amount
Voyent Alert! Annual Service Subscription – All Inclusive - Subscription Level / Term: Premium* / 1-Year (see note 4 below re: Premium upgrade)	USD \$2,200.00
Entitlements: - Unlimited registrations for the City of White Salmon - Unlimited emergency and non-emergency notifications across all channels, no usage fees - Up to 5 Administrator seats	

Total	USD \$2,200.00
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Additional Terms:

- i) Payment Terms Net 30 days. Invoicing to occur as of Subscription Start Date.
- ii) Return Policy: 60 Day unconditional return / cancellation from start of Subscription term. Cancellation request shall be evidenced by letter or email sourced from client staff.
- iii) Subscription pricing guaranteed for 2 years.
- iv) In return for the City of White Salmon:
 - a. Agreeing to provide feedback on new roadmap features, and
 - b. Agreeing to act as reference and provide use case examples regarding service offering, the City of White Salmon shall receive:
 - c. a complimentary subscription upgrade to Premium Level (per Attachment 1) or equivalent for so long as they maintain an active Service Subscription.

All services provided are subject to ICESoft Voyent Alert! Terms of Service Agreement.

The above service order and terms are agreed to as of _____, 2021.

ICESoft Technologies Inc.
By: _____
Name: Liana Munroe
Title: Account Executive

City of White Salmon, WA
By: _____
Name:
Title:

**Attachment 1
Voyent Alert!
Product Description Sheet**

Plan Options	Standard	Premium
Geofencing		
Rich Alert Zone Editor	✓	✓
Pre-defined Alert Templates		
Basic Library	✓	✓
Premium Library		✓
Communication Channels		
Mobile App (iOS and Android)	✓	✓
SMS/Email/Text to Voice	✓	✓
Social Media (Facebook/Twitter)		✓
Premium Exclusive Features		
Alert Scheduler		✓
Group/Team Alerting		✓
Topic Groups		✓
Recipient Response and Receipt Acknowledgement		✓
Training Environment		✓
KML/KMZ map file import		✓
3 rd Party Service Integration		✓
CAP-CP Integrations		✓
Multi-Tier Administration		✓
Rich Media Support		✓
Emergency Concierge Service		✓
Training and Support		
Support Hours	9 AM to 7 PM EST	24/7/365
Access to Online Training	✓	✓
FAQ/Knowledge Base	✓	✓
SLA Support	✓	✓
Remote Desktop Service		✓
Phone Support		✓
Community Onboarding Collateral Kit		
Sample web page content		✓
Print-ready pdf files for mailers and one-pagers		✓
Print-ready pdf files for banners		✓
Sample social media post content		✓
End User YouTube Videos	✓	✓
End User community Info/FAQ site	✓	✓
Trial Period	60 Days	60 Days
Return/Cancellation Policy	60 Days	60 Days

ICESoft Voyent Alert! Terms of Service Agreement

This ICESoft Voyent Alert! Terms of Service Agreement (the “**Agreement**”) outlines the terms and conditions that govern access to and use of ICESoft’s Voyent Alert! Service offerings and is an agreement between ICESoft Technologies Inc., with a principal place of business at 23350 N. Pima Road, Scottsdale, AZ, 85255 (“**ICESoft**” or the “**Company**”) and The City of White Salmon, with a principal place of business at 100 North Main AVE, White Salmon, WA, 98672 (the “**Client**” or “**Customer**”).

This Agreement takes effect upon the **Effective Date** as defined in the signature block of this Agreement. Should the Client not agree to the following Terms of Service they should defer procurement of the Service until such time as other mutually acceptable agreement terms can be concluded.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, with set forth rights, duties, obligations of the parties under this Agreement:

1.0 The Service Offering.

1.1 General Description: ICESoft shall provide Client with access to the Voyent Alert! Service and support (the “**Service**”) as described in Attachment 1: Voyent Alert! Service Details and Fee Schedule (“**Attachment 1**”).

1.2 Service Fees: Fees for Voyent Alert! Services, Support Tier, and Service Level Agreement (“**SLA**”) information shall be as described in Attachment 1.

1.3 Access and Client Account: Client access to the Service shall be made available as of the Effective Date. Unless otherwise specified in Attachment 1, the period of access to the Service shall extend for one (1) year from the Effective Date with options to renew access to the Service as of the date of expiration of the Service Period (the “**Service Renewal Date**”).

2.0 Changes.

2.1 To the Service Offerings: ICESoft reserves the right to change or discontinue any or all of its Service offerings and SLAs, or change or remove functionality or feature set of any or all of the Service Offerings and SLAs from time to time. ICESoft shall provide the Client with a minimum 90 days notice prior to implementing any changes. In the event of such a change, the Client shall have the option of migrating to one of the newly defined Service offering(s) or remaining under their current Service as described in Attachment 1 for a period not exceeding three years from their most recent Service Renewal Date.

2.2 To This Agreement: Any changes to this Agreement or to the Service being subscribed to by the Client (i.e. pricing, term of service, subscription level etc. shall be made by written mutual consent between ICESoft and the Client.

3.0 Security, Data Privacy, Content Ownership and Client End User Access.

3.1 Data Security: ICESoft shall implement reasonable and appropriate measures to secure the Client's data against accidental or unlawful loss, access or disclosure.

3.2 Regulatory / Legislative Compliance: ICESoft shall comply with all relevant, regional privacy legislation. Within US jurisdictions and except as described herein, ICESoft shall comply fully with all Federal and Regional personal and data privacy legislations. ICESoft shall utilize only US-based servers and infrastructure for service provisioning and Client Account Information and data storage. The Client acknowledges that the Service facilitates communication between the Client and certain end users (the "**Client End Users**") over various communication channels including but not limited to mobile application transmission, SMS messaging, Voice, Email and posting on through various social media channels. The Client further acknowledges that in some cases (i.e. when the Client End User may be abroad), the transmission and routing of such communications may require the use of infrastructure located outside of the country in which the Client resides and the Service is hosted, and consents to such transmission.

3.3 Data Privacy: Client consents to the storage on ICESoft infrastructure, any content created or imported by the Client or the Client End Users in association with the Service, or any analytics related to the Client Account (collectively the "**Client Data**"). ICESoft shall not access nor use Client Data except as necessary to maintain, improve or provide the Service to the Client, or as necessary to comply with the law or a binding order of a government body. Unless it would violate the law or a binding order of a government body, ICESoft shall provide the Client notice of any legal requirement or order referred to in this Section 3.3.

3.4 Data Ownership: The Client shall retain full and unencumbered ownership of all Client Data and of all data related to users of the Client's account.

3.5 Client End User Communications: ICESoft shall retain the right to contact Client End Users through the Service as may be required from time to time in order to ensure the smooth operation of the Service and the successful delivery of communications to the Client End Users. Examples of such access include but are not limited to:

- Important service feature announcements that may impact personal safety and quality of service.
- Update advisories for mobile application users.
- Actions that may be required by the Client End User within their account to ensure smooth operation of the service.

ICESoft shall endeavor to consult, advise and co-ordinate with the Client a minimum of 10 business days prior to any communication being issued.

4.0 Client Obligations:

4.1 Account Activity. The Client shall be responsible for all activities that occur

under the Client Account, regardless of whether the activities are authorized or carried out by the Client, its employees, representatives, or Client End Users.

4.2 Securing the Account: In the interest of ensuring security of the Service, user accounts should not be shared. Account login passwords and system credentials whether generated automatically by ICEsoft or the Client are for the Client's sole use. The Client agrees that they shall not share, sell, transfer or sublicense them to any unauthorized entity or person. Neither ICEsoft nor its affiliates shall be responsible for unauthorized access to, or use of, the Client's account from Client employees or Client End Users.

4.3 Client Agents, Employees and End Users. The Client shall ensure that the content generated through the System by the Client, its agents, and end users shall not violate any applicable law. The Client shall be solely responsible for the development, content, operation, maintenance, and use of Client Content. In the event the Client should become aware of any violation of its obligations under this Agreement caused by a Client End User, the Client shall immediately suspend access to the Service by such Client End User.

4.4 Support: The Client agrees to provide such assistance as may be reasonably required by ICEsoft for it to resolve any support issues related to the Client or the Client's End Users and their use of the Service. Such assistance may include but not limited to providing documentation as to how to reproduce any errors reported by the Client related to the service.

5.0 Fees and Payment.

5.1 Subscription and Administration Fees: Unless otherwise specified in Attachment 1, all subscription related fees shall be for a one-year period starting from the Effective Date.

5.2 Incremental User Fees: Unless otherwise specified in Attachment 1, and only if applicable, any incremental user fees shall be calculated and billed on a Quarterly Billing Cycle. Amounts owed shall be amortized to coincide with the Service Renewal Date.

5.3 Usage Service Fees: Unless otherwise specified in Attachment 1, and only if applicable, any Per Use Service Fees such as SMS, Email and Voice Calls shall be calculated and billed on a Quarterly Billing Cycle.

5.4 Quarterly Billing Cycle: Quarterly Billing Dates shall be as of the second calendar quarter following the Effective Date and every three months thereafter.

5.5 Payment Terms and Late Payments: Client shall pay ICEsoft any applicable fees and charges for use of the Service using one of the payment methods supported (Check, Wire Transfer, Credit Card). All amounts payable by the Client shall be paid without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any upgrades to service levels, or add-on modules shall be pro-rated so as to correspond to the Service Renewal Date. Unless otherwise specified in Attachment 1, payment terms shall be 90 days following issuance of invoice. ICEsoft may elect to charge interest at the rate of

1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.6 Rate Changes: Unless otherwise specified in Attachment 1, ICESoft may increase or add new fees and charges associated with the Service by providing a minimum 90 day notice to the Client prior to the Client's Service Renewal Date. Such rate changes to take affect only as of the Service Renewal Date.

5.7 Right to Audit: ICESoft invoices related to Incremental User Fees and Service Fees shall provide details as to the total number of new registered users and/or service fee events that occurred over the billing period. The Client shall have the right to request detailed reporting as to the time and nature of each registration, service event, name and duration of the incident, name of the administrator authorizing the event for a period of one (1) year after its occurrence.

5.8 Taxes. Each party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party with respect to the transactions and payments under this Agreement. ICESoft may charge and the Client shall be obliged to pay applicable Indirect Taxes that ICESoft is legally obligated or authorized to collect.

6.0 Suspension of Services.

6.1 Conditions of Suspension: ICESoft shall have the right to suspend Client or any Client End User's right to access or use any portion or all of the Service immediately upon notice to the Client if ICESoft has determined:

- 6.1.1** That the Client or a Client End User poses a security risk to the Service, or any third party,
- 6.1.2** That the Client or Client End User actions could adversely impact the performance or provisioning of the Service and/or the content of any other ICESoft customer,
- 6.1.3** That the Client, a Client End Users or actions carried out by them, could subject ICESoft, ICESoft's affiliates, or any third party to liability,
- 6.1.4** The Client or any of the Client End User is in breach of this Agreement;
- 6.1.5** The Client is in breach of their payment obligations under Section 5;
- 6.1.6** The Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. In the event of a Suspension of Service:

- 6.2.1** The Client shall remain responsible for all Service and Usage Fees up to the date at which the suspension commences; and
- 6.2.2** In the event the Client has taken such actions so as to rectify the situation within 30 days of ICESoft having provided notice, the Suspension shall be lifted and the Client account re-activated.

6.2.3 In the event the Client fails to rectify the conditions leading up to Service suspension within a 30 day period, this Agreement shall be deemed to have been Terminated by Cause the effect of which is defined in Section 7.

7.0 Term, Renewal, and Termination.

7.1 Term: The term of this Agreement will commence on the Effective Date and will remain in effect for a one-year period after the Service Start Date, unless otherwise renewed or terminated as of an earlier date described in Section 7.3. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.3.

7.2 Service Renewal: The Client shall have the right to automatically renew this Agreement on an annual basis through the payment of requisite Subscription, User, and Service fees under then available pricing structures or per pricing terms outlined in Attachment 1. Unless otherwise stipulated in Attachment 1, the renewal period shall commence on the anniversary of the Service Renewal Date and extend for one year. ICESoft shall advise the Client no less than 60 days prior to an upcoming Service Renewal Date and at that time shall provide the Client with an updated quote covering the upcoming renewal term.

7.3 Termination:

7.3.1 Termination for Convenience: The Client may terminate this Agreement for any reason by providing ICESoft written notice and closing and/or deleting its Client Account.

7.3.2 Termination for Cause:

7.3.2.1 By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

7.3.2.2 By ICESoft: ICESoft may terminate this Agreement immediately upon notice to the Client; (i) for cause if ICESoft has the right to suspend services under Section 6, and the cause of such suspension is not rectified within 30 days of notice (ii) in the event ICESoft's relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (iii) in order to comply with the law or requests of governmental entities.

7.3.3 Effect of Termination: Upon the Termination Date, all Client rights provided for under this Agreement shall immediately terminate. The Client shall remain responsible for all fees and charges incurred up to the Termination Date. In the event of Termination for Convenience, any pre-paid subscription fees or charges shall be forfeit. In the event of Termination for Cause by either Party ICESoft shall remit

back to the Client any pre-paid fees on a pro-rata basis up through the Termination Date.

- 7.3.4** Post-Termination: Sections 4.1, 5, 7.3, 8 (except the license granted in Section 8.3), 9, 10, and 11, will continue to apply in accordance with their terms. Absent Termination for Cause, for 90 days after the Termination Date, ICESoft will not take action to remove from the System any Client Content and ICESoft will allow Client to retrieve any stored Client Content provided Client has paid all amounts due under this Agreement.

8.0 Rights, Ownership and License.

8.1 Client Content: ICESoft shall hold no rights, license or ownership to Client Data. Client consents to ICESoft's use of Client Content only as it may be required to provide operational and support services to the Client and Client End Users, and as provided for the removal of such Client Content in Sections 4 and 7 of this Agreement.

8.2 ICESoft Ownership: ICESoft owns all right, title, and interest in and to the Service, associated mobile applications, and all related technology and intellectual property rights. Except as provided for in this Section 8, Client obtains no rights under this Agreement from ICESoft to the Service or any related intellectual property rights, copyrights or trademarks.

8.3 License Grant: Subject to the terms of this Agreement, ICESoft grants to the Client a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Voyent Alert! Services solely in accordance with this Agreement.

8.4 License Restrictions. Neither the Client nor any Client End User shall use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither the Client nor any Client End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of the Service or associated software code, (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, or (c) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas.

8.5 Suggestions and Feedback. In the case of any suggestions, recommendations or operational feedback made by the Client to ICESoft (the "**Suggestions**"), ICESoft and its affiliates shall be entitled to use the Suggestions without restriction.

9.0 Indemnification.

9.1 Indemnification by Client: Client shall defend, indemnify, and hold harmless ICESoft, ICESoft affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning breach of this Agreement or violation of applicable law by the Client. Each party shall bear and be responsible for its own expenses associated with the defense of any such third-party claims as described above.

9.2 Intellectual Property and Indemnification by ICESoft: Subject to the limitations in this Section 9, ICESoft shall defend the Client and its employees, officers, and directors against any third-party claim alleging that the Service infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. Each party shall bear and be responsible for its own expenses associated with the defense of any such third-party claims as described above.

9.3 Discontinued Use: ICESoft will have no obligations or liability arising from Client or any Client End User's use of the Service after ICESoft has notified the Client to discontinue such use. The remedies provided in Sections 9.1 and 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Client Content.

9.4 Claim Resolution: For any claim covered by Section 9.2, ICESoft shall, at its election, either: (i) procure the rights to use that portion of the Service alleged to be infringing; (ii) replace the alleged infringing portion of the Service with a non-infringing alternative or (iii) modify the alleged infringing portion of the Service to make it non-infringing.

9.5 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10.0 Warranties and Disclaimers.

10.1 NO WARRANTY: THE SERVICE IS PROVIDED "AS IS." WITHOUT LIMITING ICESOFT'S EXPRESS WARRANTIES AND OBLIGATIONS UNDER THESE TERMS, ICESOFT HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OPERATION AND THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM HARMFUL COMPONENTS, AND THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. EXCEPT FOR ICESOFT'S SERVICE LEVEL AGREEMENTS AND SUPPORT TERMS, ICESOFT'S SERVICES ARE PROVIDED "AS

IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER THAT LAW.

11.0 Liability.

11.1 LIMITATION OF LIABILITY: EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 8 (OWNERSHIP) AND SECTION 9 (INDEMNIFICATION), ICESoft SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXMPLARY DAMAGES ARISING FROM CLIENT'S USE OR CLIENT END USER'S USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION LOST DATA, LOSS OF PROFITS, REVENUES, GOODWILL, DAMAGE TO PROPERTY, INJURY TO PERSON OR DEATH, EVEN IF ICESoft HAD BEEN ADVISED OF THE POSSIBILITY THEREOF.

FURTHER, ICESoft SHALL NOT BE HELD TO BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH THE CLIENTS INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT, (II) ICESoft'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7 (TERMINATION), SHALL ICESoft BE LIABLE TO THE CLIENT OR THE CLIENT END USERS FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY THE CLIENT TO ICESoft DURING THE TWELVE (12) MONTHS PROCEEDING THE INCIDENT OR CLAIM. THE PROVISIONS OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER OR NOT TO ENTER INTO THIS AGREEMENT.

12.0 Miscellaneous.

12.1 Assignment. Client shall not assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of ICESoft. Such consent shall not be unreasonably withheld.

12.2 Entire Agreement. This Agreement shall be deemed the entire agreement between ICESoft and the Client. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between ICESoft and the Client, whether written or verbal, regarding the subject matter of this Agreement.

12.3 Force Majeure. Neither ICESoft nor its affiliates shall be liable for any delay, interruption of service or failure to perform any obligation under this Agreement where the delay, interruption or failure results from any cause beyond ICESoft's reasonable control.

12.4 Governing Law. The laws of the Delaware, shall, without reference to conflict of law rules, govern this Agreement.

12.5 Dispute Resolution: Prior to proceeding to court to resolve disputes both parties agree to undertake best efforts to resolve any disputes that fail to be addressed through customer support by negotiations escalated up to ICESoft senior management levels. In the event of continued failure to resolve the dispute both parties agree to participate in non-binding arbitration to be located in Phoenix, AZ or in another mutually acceptable location utilizing a professional arbitration service agreeable to both parties.

12.6 Relationship: Both ICESoft and the Client are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.7 Confidentiality and Publicity. Except as may be required by law, ICESoft shall not disclose or make public any data pertaining to the Client's account or content generated by the Client associated with its use of the Voyent Alert! Service without having obtained prior written consent of the Client. This Agreement shall place no restrictions or obligations on Client regarding confidentiality. Provided this Agreement has not been terminated, ICESoft may disclose through any form of communication medium that the Client is a commercial subscriber to the Voyent Alert! System. ICESoft shall not ascribe any opinion or quote related to the Client's experience with the Voyent Alert! System without having secured the Clients prior written consent.

12.8 Notice: Notices may be provided by email, fax, or mail / courier deliver to the following:

To ICESoft	To Client
ICESoft Technologies Inc. 23350 N. Pima Road Scottsdale, AZ, 85255 Phone: (403) 663 3320 Fax: (403) 663 3322 Email: product.sales@icesoft.com	The City of White Salmon 100 North Main AVE, Box 2139 White City, WA, 98672 Phone: (509) 774-7491 Email: mayor@ci.white-salmon.wa.us

12.9 No Waivers. The failure by ICESoft to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time.

12.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

Effective Date: _____

ICESOFT TECHNOLOGIES INC.

THE CITY OF WHITE SALMON

By: _____
Signature

By: _____
Signature

Name: Liana Munroe
Print or Type

Name: _____
Print or Type

Title: Account Executive

Title: _____

**Attachment 1:
Voyent Alert! Service Details and Fee Schedule**

<p>Client: City of White Salmon 100 North Main AVE, PO Box 2139 White City, WA, 98672</p> <p>Designated Client Contact: Name: Marla Keethler Email: mayor@ci.white-salmon.wa.us Phone: (509) 774-7491</p> <p>Reference Quote Number: VCQ-01937 Referenced Currency: \$USD</p>	
<p>Product Description: Voyent Alert! Annual Standard Subscription - Subscription Level / Term: Premium* / 1-Year (see note 4 below re: Premium upgrade) Entitlements: - Unlimited registrations for the City of White Salmon - Unlimited emergency and non-emergency notifications across all channels, no usage fees - Up to 5 Administrator seats</p>	<p align="center">Fee Schedule USD \$2,200.00</p>
<p>Subscription Period:</p>	<p align="center">One Year</p>
<p>Additional Terms: i) Payable Terms: Net 30 days from date of invoice. Invoicing to occur as of Service Start Date. ii) Return Policy: 60 day unconditional return / cancellation. iii) Subscription pricing guaranteed for 2 years. i) In return for The City of White Salmon a. Agreeing to provide feedback on and participation in alpha and beta field trials related to proposed Premium Feature development for Voyent Alert!, and b. subject to successful production launch of the above mentioned features, agreeing to act as a reference client and participate in customer use case generation for ICEsoft marketing purposes the City of White Salmon shall immediately receive a complimentary subscription upgrade to Premium Level or equivalent for so long as they maintain an active Service Subscription. See Schedule 1 Voyent Alert! Product Description Sheet. v) Support shall be provided as per Schedule 2: Voyent Alert! Commercial Support Terms and Conditions</p>	

Schedule 1 Voyent Alert! Product Description Sheet

Plan Options	Standard	Premium
Geofencing		
Rich Alert Zone Editor	✓	✓
Pre-defined Alert Templates		
Basic Library	✓	✓
Premium Library		✓
Communication Channels		
Mobile App (iOS and Android)	✓	✓
SMS/Email/Text to Voice	✓	✓
Social Media (Facebook/Twitter)		✓
Premium Exclusive Features		
Alert Scheduler		✓
Group/Team Alerting		✓
Topic Groups		✓
Recipient Response and Receipt Acknowledgement		✓
Training Environment		✓
KML/KMZ map file import		✓
3 rd Party Service Integration		✓
CAP-CP Integrations		✓
Multi-Tier Administration		✓
Rich Media Support		✓
Emergency Concierge Service		✓
Training and Support		
Support Hours	9 AM to 7 PM EST	24/7/365
Access to Online Training	✓	✓
FAQ/Knowledge Base	✓	✓
SLA Support	✓	✓
Remote Desktop Service		✓
Phone Support		✓
Community Onboarding Collateral Kit		
Sample web page content		✓
Print-ready pdf files for mailers and one-pagers		✓
Print-ready pdf files for banners		✓
Sample social media post content		✓
End User YouTube Videos	✓	✓
End User community Info/FAQ site	✓	✓
Trial Period	60 Days	60 Days
Return/Cancellation Policy	60 Days	60 Days

Schedule 2

Voyent Alert! Commercial Support Terms and Conditions

The following shall constitute the entire and exclusive set of TERMS AND CONDITIONS under which support and services associated with the procurement a Voyent Alert! Service subscription. Applicable support shall commence as of the Effective Date. Unless otherwise specified in the Voyent Alert! Service Details and Pricing Schedule, ICESoft shall provide the following support services:

1. **Service Access:** ICESoft shall make available to the Client via Internet access the most recent production version of the Voyent Alert! Service at the subscription level / feature content to which they are entitled.
2. **Service Hosting and Up Time:** ICESoft hosts the Voyent Alert! Service on a USA-based Amazon Web Service platform and as such is dependent on Amazon for certain SLA parameters. ICESoft shall use commercially reasonable efforts to ensure the Voyent Alert! Service is available for at least 99.9% of a subscription period.
3. **Scheduled Maintenance:** From time to time it shall become necessary to interrupt access to the Voyent Alert! Service in order to provide upgrades and carry out system maintenance. ICESoft shall endeavour to keep such interruptions to a minimum and for as short a period as possible. ICESoft shall provide five business days notice to Client for any scheduled interrupt.
4. **Support Service:** ICESoft will use reasonable commercial efforts to remedy any programming error ("Bug") in the production version of the Service that prevent the Service from operating as intended. Bugs of a critical nature that may prevent use of the service shall be addressed as quickly as possible. Support issues of a minor nature, such as a particular user interface behaviour or a requested new feature enhancement shall be investigated and prioritized by ICESoft and if suitable addressed in a future scheduled release at ICESoft's sole discretion.
5. **Contacting Support:** ICESoft shall provide the Clients holding a Basic Subscription with access to its online support portal, which will enable the Client to open support tickets and monitor resolution status. In addition, Clients subscribing to Premier Subscription packages will be provided with phone support and remote desktop sharing services to assist in resolving their support issues.
6. **Customer Responsibilities:** Customer will be requested to assist in the resolution of any reported Bug by providing information on the conditions and steps required in order to recreate the Bug(s).
7. **Support Limitations:** Client acknowledges and understands that no software is perfect or error free and that despite ICESoft's commercially reasonable efforts ICESoft may be unable to provide answers or resolve the Customers request for support services.

The above shall constitute the entire and exclusive set of terms and conditions under which support and maintenance shall be provided.

File Attachments for Item:

C. Approval of Meeting Minutes - September 15, 2021



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, September 15, 2021
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
 David Lindley
 Ashley Post
 Jim Ransier
 Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
 Jan Brending, Clerk Treasurer
 Ken Woodrich, City Attorney
 Pat Munyan, City Administrator
 Bill Hunsaker, Building Official/Fire Chief
 Russ Avery, Public Works Operations Mgr.
 Stephanie Porter, Deputy Clerk
 Brendan Conboy, Land Use Planner

I. Call to Order, Presentation of the Flag and Roll Call

Marla Keethler, Mayor called the meeting order at 6:00 p.m.

There were approximately 6 members of the public in attendance via teleconference.

II. Consent Agenda

- A. Proclamation 2021-004, Clearing October 3, 2021 Soroptimist International of Mt. Adams Day
- B. Approval of Meeting Minutes – August 18, 2021
- C. Approval of Meeting Minutes – September 1, 2021
- D. 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 15th day of September, 2021.

Type	Date	From	To	Amount
Claims	9/15/2021	EFT	EFT	14,682.82
	9/15/2021	37396	37432	222,396.15
			Claims Total	237,078.97
Payroll				
			Payroll Total	0.00
Manual Claims	9/6/2021	EFT	EFT	2,659.69
	9/7/2021	EFT	EFT	-30.00
	9/10/2021	EFT	EFT	7,920.00

			Manual Total	10,549.69
			Total All Vouchers	247,628.66

Jason Hartmann, Council Member noted that the meeting minutes are from the August 18, 2021 not August 13. Jan Brending, Clerk Treasurer said the meeting minutes are correctly dated but are incorrectly listed in the Consent Agenda.

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

III. Public Comment

There was no public comment

IV. Changes to the Agenda

Marla Keethler, Mayor said she would like to make the following changes to the agenda:

1. Move the Executive Session related to Real Estate prior to Business Items.
2. Remove the 2nd Executive Session related to potential litigation.
3. Add a Business Item “Under Canvas Development Decision”.

***Moved by Ashley Post. Seconded by Jim Ransier.
 Motion to move Executive Session related to Real Estate prior to Business Items and remove the Executive Session related to potential litigation. CARRIED 5-0.***

***Moved by Jim Ransier. Seconded by Joe Turkiewicz.
 Motion to add “Under Canvas Development Decision” as a Business Item. CARRIED 5-0.***

V. Executive Session

Marla Keethler, Mayor announced at 6:10 p.m. that the City Council will meet in Executive Session for 15 minutes to discuss the acquisition or purchase of real estate pursuant to RCW 42.30.110(1)(b).

Jan Brending, Clerk Treasurer announced at 6:25 p.m. the City Council will continue in Executive Session for an additional 10 minutes.

The City Council resumed regular session at 6:35 p.m. Staff was directed to proceed as discussed with no decision being made.

VI. Presentations

A. Hispanic Heritage Month

Jim Ransier, Council Member introduced the video “America Ferrera: My identity is a superpower – not an obstacle,” a Ted Talk video.

VII. Business Items

A. Critical Area Heritage Tree Variance Request, 2021-002, Kurt Von Rueden – 567 SW Waubish Street

Marla Keethler, Mayor reviewed the procedures related to the Critical Area Heritage Tree Variance Request as it relates to a land use decision. Council members did not report an ex parte contact or conflicts of interest.

Brendan Conboy, Land Use Planner presented information related to the Critical Area Heritage Tree Variance Request submitted by Kurt Von Rueden for property located at 567 SW Waubish Street. He said Von Rueden is seeking a variance to White Salmon Municipal Code 18.10.317 Special Provisions – Heritage Trees and relief of White Salmon Municipal Code 18.10.212 Building Setback Lines. He said the variance request is seeking permission to remove three heritage trees and relief from two heritage tree protection areas and buffers in order to demolish an existing single-family dwelling and detached garage in order to build a new single-family residence with attached garage. Conboy said the three trees that have been identified for removal are in good health and with obvious signs of stress, decay, pathogens, or major structural defects.

Kurt Von Rueden, Applicant said that it is possible that tree #3 may not have to be reviewed. He said it is his goal to save as many trees as possible. Von Rueden said he was not aware of the heritage tree issue until approximately one month ago. Von Rueden said he has spent a considerable amount of funds prior to learning about the issue. He noted that reason the trees must be removed is because the location of the buildings is subject to building setback requirements in the city's zoning code. Von Rueden noted there are over 45 trees located on the property.

Council members discussed the variance request and noted the council's previous decisions on similar requests. Jason Hartmann, Council Member noted the applicant should be required to develop a plan to protect the remaining trees on the property.

Kurt Von Rueden noted that he plans to plant more trees around the property when construction is completed.

Jim Ransier, Council Member asked what would be included in a plan to protect the trees.

Brendan Conboy, Land Use Planner said it should include the identification of how the remaining trees are protected and maintained.

Ken Woodrich, City Attorney said that any replacement requirement as part of a management plan should be added to a motion.

Moved by Jim Ransier. Seconded by Jason Hartmann.

Motion to approve variance request submitted by Kurt Von Rueden for a variance of WSMC 18.10.317 – Special Provisions-Heritage Trees to allow the removal of tree numbers #3, #7, and #8, and allow the encroachment into the building setback line to

trees #9 and #10 for the property addressed at 567 Waubish based upon the findings for a variance as provided in WSMC 18.10.125(d) and the staff report related to 1) special privilege, 2) reasonable use, 3) not self-created circumstances, 4) public welfare, 5) minimum variance necessary, 6) alternatives evaluated, 7) alignment to comprehensive plan and polices, and 8) Washington Department of Fish and Wildlife notification with a condition of approval that the applicant shall prepare a Heritage Tree Management Plan, including the replacement of the three trees to be removed, to be reviewed and approved by the Planning Director prior to commencing any site grading or construction activity. CARRIED 5-0.

B. Under Canvas Development Decision

Marla Keethler, Mayor said no agenda memo has been provided to the City Council on this topic. She said Klickitat County has made a final decision on the Under Canvas development project located in the Husum area. Keethler said she wants to make it clear that the city is not taking legal action or seeking to take legal action against Under Canvas. She said the recent decision does give the city concerns on how Under Canvas how to mitigate their anticipated water use and what they suggest is their anticipated water use. Keethler said their stated gallons of water usage per day limit that is stated raises concerns from the city has to how that anticipated need for water will be met. She said Under Canvas itself has filed a lawsuit alleging that some of the conditions of approval are too strict and seeking to undue some of the conditions requiring them to report water usage. Keethler said there is a group of individuals and/or entities that are filing in Klickitat County Superior Court to challenge the decision and it is staff's desire to provide a supporting brief outlining some of the concerns the city has as water provider and user. She said staff is asking for city council approval of staff dedicating some time to submit a brief in support or to not. Keethler said this is an issue that has been working through the process over the last year and a half.

Jason Hartmann, Council Member said that he thought at one time there was a question about Under Canvas desiring to purchase or use some of the city's water rights.

Pat Munyan, City Administrator said that is correct. He said Under Canvas was told the city was not interested at that time.

Hartmann asked what the specific concerns are.

Munyan said the concern is that through the SEPA process which identifies certain criteria including impacts and mitigation that the area related to water is very vague as to how Under Canvas is going to obtain water to serve 95 units when they only plan on drilling a domestic water well that only allows the maximum of 5,000 gallons of water per day but they need 13,500 gallons of water per day. He said it is not clear as to where they are getting the additional water to serve the development. Munyan said they may need to lease water rights from somewhere else.

Hartmann asked if they could lease water rights from somewhere else.

Munyan said it is his recommendation to not lease water rights to Under Canvas. He said his concerns that if they get a diversion from the White Salmon River through the White Salmon Irrigation District that it will have an impact on the city. He said the impacts were never addressed including where they are getting the additional water and whether it will impact the city's water usage. Munyan said another concern is that the preparation of the SEPA document states there is no intention to percolate water but that the County Health Department said an onsite wastewater treatment facility will be necessary and therefore onsite percolation would occur.

David Lindley, Council Member said that in his day job he was unable to make the water usage pencil out. He asked clarification on how the city would participate. Lindley asked who the city would be joining with. Lindley asked Munyan that if Under Canvas obtained a surface water right would it potentially infringe on the city's water rights.

Munyan said it depends on where the diversion would take place.

Ken Woodrich, City Attorney, said the city's participation would be as an amicus, a friend of the court. He said the city would submit a brief outlining its position. Woodrich said the city would not have a direct SEPA appeal status because the city was not a required SEPA notice recipient.

Munyan said the city did receive an email notice but the city was not on the direct SEPA notification list.

Woodrich said this be joining another appellant filing an amicus to assist them in filing the city's position. He said the city needs to be careful with whoever they are joining because it could reflect on the city politically.

Lindley said the Under Canvas development is one that hasn't been seen in this area and doing due diligence to ensure that the development does not negatively impact the city's water resources.

Jim Ransier, Council Member said that if the city thinks if the city's water rights are at risks he would be supportive of protecting those rights.

Munyan said he feels the city's position should be that the city feels the SEPA process did not do enough to provide information that legitimate questions have been appropriately answered.

Marla Keethler, Mayor said that the entities that have joined together to file the lawsuit are the Klickitat Land Preservation Fund, Friends of Oakridge and Dennis and Bonnie White.

Ransier asked what the motion is that staff is seeking.

Keethler said staff is seeking authorization to expend staff and attorney time on drafting and formally presenting the amicus brief or for council to say thank you for briefing this on the issue but at this time we are not in support of filing a brief.

Jason Hartmann, council Member asked if the city would be able to state its position related to its water rights and usage without joining either side in the case. He said he is not ready to take a position on the project itself but is ready to take position that the city does not want to give up any of its water rights.

Keethler said that what is being considered is where does the city feel comfortable in this situation. She said the city has taken issue as to how the project went through the process. Keethler said that staff thought that the SEPA process would address the issues the city has related to water usage. She said the city could publicly state its concerns without attaching those comments to a legal case. Keethler said the city cannot submit its own legal case as it does not have standing in the decision-making process. She noted that the Under Canvas track record in other communities several to White Salmon is not great when it comes to Under Canvas following through with what has been approved earlier in the process. Keethler said that gives the City pause that it needs to be more proactive. She said water use has been an issue at other locations they operate. Keethler said that Under Canvas is appealing the requirements related to water use.

David Lindley said the concerns are legitimate and that identifying the source of water to serve the development should be identified before the development is approved and that due diligence should have been performed.

The council and staff discussed further how the city should be involved.

Keethler said that she wants to be clear that the city is seeking to file the amicus brief is taking issue with the way the process was handled specifically in relation to Under Canvas' water use. She said the city is not approaching the brief to make larger or more pronounced comments about the whole process but wanting to focus in on the critical decisions that came out of the process that the city takes issue with.

***Moved by Jason Hartmann. Seconded by David Lindley.
Motion to authorize the city attorney to proceed in the filing of an amicus brief in Klickitat County Superior Court in the case challenging the decision regarding the Under Canvas project. CARRIED 5-0.***

VIII. Reports and Communications

A. Department Heads

Bill Hunsaker, Fire Chief/Building Official said the county-wide burn ban has been extended to October 14 or 15th. He said that he supports that decision.

Russ Avery, Public Works Operations Manager said the gas company has reached Estes and plans to go up Tohomish Street. He noted there is also work being done at the

substation north of the Hood River Bridge. Avery said the El Camino Real water and reservoir removal project will start on September 21st. He said the city continues to receive requests for new water services.

Pat Munyan, City Administrator said the city's engineer is working with Washington Department of Transportation (WSDOT) on the Jewett/Garfield roundabout. He said it is the city's goal to make sure that project is ready to go in December so it can be bid out early in 2022. Munyan said discussions continue with the Department of Natural Resources. He said the city's work on manholes will take place in 2022 due the gas company work. Munyan said the city has made a request to the Department of Health and Department of Ecology to shutdown early the pilot slow sand filter test on the White Salmon River. He said there have been a lot of turbidity in the river and complications with water levels dropping. Munyan said the pool demolition will begin on October 9. He said the city has worked with the school district to determine the hours and days when the work will take place.

Brendan Conboy, Land Use Planner said a meeting has been scheduled with Klickitat County on October 11 to reengage with the county on land use issues. He said he is also working on several grant applications that are due in October. Conboy said he continues to work on developing proposed codes related to short-term rentals. He said this will be brought back to the City Council for consideration. Conboy said he is also working on limited updates to the city codes, addressing areas of immediate concern and working with the Tree Board on a heritage tree ordinance.

Jan Brending, Clerk Treasurer said she is working through the audit and developing the 2022 budget. She said the Lodging Tax Advisory Committee will meet on September 29, 2021 to establish program guidelines for the upcoming lodging tax grants.

Ken Woodrich, City Attorney said participating in an appeal of the Under Canvas development decision will depend on what the appellant's attorney wants from the city. He said it could range from providing affidavits to full amicus participation. Woodrich said he will participate in a way to advance the city's position.

B. City Council Members

Jim Ransier, Council Member said the next Community Development Committee meeting is on Monday, September 20 at 5:30 p.m.

Jason Hartmann, Council Member said the City Operations Committee will meet on Tuesday, September 21 at 5:30 p.m.

David Lindley, Council Member said the Tree Board met last Wednesday and discussed the heritage tree ordinance.

Ashley Post, Council Member said the Tree Board also talked about planting trees this fall or possibly delaying the planting to next spring as part of the 150th celebration of Arbor Day. She said the Tree Board also discussed the idea of education to incentive

and get people excited about trees. Post said she feels the Tree Board made some good progress on the heritage tree ordinance and looks forward to getting input from Brendan Conboy the city's new land use planner. She said the City Operations Committee will be discuss crosswalks at Jewett/Garfield and Jewett/Grandview in addition to park planning at the next meeting.

C. Mayor

Marla Keethler, Mayor said that Columbia Cascade Housing has received funding to make improvements at Rhine Village. She said ownership of Rhine Village will be transferred to Columbia Cascade Housing. Keethler said the funding will help ensure that long-term affordable housing remains in White Salmon. She said she and Brendan Conboy, Land Use Planner met with the director of Catholic Charities out of Yakima on housing. Keethler said the idea of a Jewett boardwalk improvement is still moving forward but there is a need to address safety but still keep the cost low. She said that COVID-19 continues to be an ongoing issue in the county and White Salmon. Keethler encouraged everyone to follow COVID-19 guidelines and participate in responsible practices.

IX. Adjournment

The meeting adjourned at 8:01 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

D. Approval of Meeting Minutes - October 6, 2021



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, October 6, 2021
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Ashley Post
Jim Ransier
Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Pat Munyan, City Administrator
Brendan Conboy, Land Use Planner
Mike Hepner, Police Chief

I. Call to Order, Presentation of the Flag and Roll Call

Marla Keethler, Mayor called the meeting order at 6:00 p.m.

There were approximately 10 members of the public in attendance via teleconference.

Moved by Ashley Post. Seconded by Joe Turkiewicz.

Motion to excuse David Lindley and Jason Hartmann. CARRIED 3-0.

II. Changes to the Agenda

Jan Brending, Clerk Treasurer asked that Approval of Meeting Minutes for September 15, 2021 be removed from the consent agenda.

Jim Ransier asked that Closing Highway 141 for Halloween be added as a Business Item.

Moved by Jim Ransier. Seconded by Joe Turkiewicz.

Motion to remove Approval of Meeting Minutes – September 15, 2021 from the Consent Agenda as they will be presented at the October 6 meeting and to add Closing Highway 141 for Halloween to the Business Items. CARRIED 3-0.

III. Consent Agenda

- A. Swimming Pool Demolition, Green Construction – Change Order No. 1 Increase of \$5,140.17
- B. Garfield Water Line Project – Change Order No. 3
- C. Garfield Water Line Improvement – Final Pay Estimate
- D. ~~Approval of Meeting Minutes – September 15, 2021 (Removed)~~
- D. 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 6th day of October, 2021.

Type	Date	From	To	Amount
Claims	10/6/2021	EFT	EFT	6,531.67
	10/6/2021	37443	37486	125,325.95
			Claims Total	131,857.62
Payroll	9/20/2021	EFT	EFT	68,681.54
	10/5/2021	37440	37442	946.81
	10/5/2021	EFT	EFT	107,243.91
			Payroll Total	176,872.26
Manual Claims	9/21/2021	37433	37437	54,701.99
	9/29/2021	37438	37439	10,596.97
			Manual Total	65,298.96
			Total All Vouchers	374,028.84

***Moved by Jim Ransier. Seconded by Joe Turkiewicz.
 Motion to approve Consent Agenda as amended. CARRIED 3-0.***

IV. Public Comment

Jan Brending, Clerk Treasurer read the following comments into the record:

Written comment from David Johnson: Stated concerns that putting unnecessary restrictions on short-term rentals could have a negative effect on the City of White Salmon because they are important to the future of the city in supporting tourism and other businesses.

Written comment from Craig Ludwig: Requested the City Council to release his property from the moratorium on short-term rentals.

Alyssa Jones Ferguson, Blackbird & Ivory commented during the meeting that she supports short-term rentals as they support tourism and local businesses. She said short-term rentals increase the number of vacationers to the community and helps keep White Salmon a tourist community.

V. Presentations

Koobdooga

Mary Kapp made a presentation regarding Koobdooga which means “A Good Book” spelled backwards. She said the event happens in October with several events scheduled throughout the month. Kapp said that due to COVID-19 the events are being held online.

Hispanic Heritage Month

Jim Ransier, Council Member introduced Lorena Salazar who works with Washington Gorge Action Programs. Lorena Salazar provided information about growing up in Hood River and

working in the Gorge. She said that the Gorge is her home and that loves helping people especially Latinos.

Ransier asked Salazar how the city can be more supportive of the Latinx community.

Salazar said the city can be supportive by understanding the culture and being open-minded. She said the Latinx community is hardworking, loves American and have a dream for their children.

Ransier thanked Salazar for attending the city council meeting.

VI. Business Items

A. Highway 141 Acquisition

Jan Brending, Clerk Treasurer said the city has been presented with the idea of acquiring Highway 141 from Highway 14 to the Alternate. She said staff has presented information to the City Operations Committee regarding the cost to maintain that portion of the Highway which would include striping, chip sealing, overlay, repairs and replacement of guard rails, snow plowing, rockfall removal, policing, etc. Brending said the agenda memo also includes information regarding the city's budget. She noted the city has over \$7 million of projects listed on its Six-Year Transportation Improvement Program. Brending said she has also provided information about how much funds a permanent levy lid lift might provide to the city using the current city levy rate. She said that Jason Hartmann emailed her prior to the meeting and has suggested that he would like the city council to remand this issue to the Planning Commission for their input.

Ken Woodrich, City Attorney suggested the city also needs to check with its insurance provider as there would likely be an increase in the city's premium for the increased mileage of city roadway.

There was a consensus of the city council to ask for comments from the Planning Commission on the topic.

B. Glockenspiel Bells and Clock Evaluation

Marla Keethler, Mayor said staff has been investigating how to get the bells and clock at city hall running again. She said the city has received a proposal from Verdin Bells & Clocks who are the original maker and installer of the bells at City Hall, for evaluating the bells and clocks in order to make recommendations on maintenance of the bells and clocks and updating the equipment and software needed to ring the bells. Keethler said the proposal provides that if the city purchase hardware and software from Verdin that half of the evaluation fee would go towards that purchase. She said the evaluation fee is \$13,831. Keethler noted that she was also approached by an individual who worked with prior Mayor Roger Holen in getting the bells to ring.

Pat Munyan, City Administrator said he met with the individual who looked at the current setup that is not working.

Council members and staff discussed the proposal and the idea of having volunteers find a way to get the bells ringing. The idea of providing a modern system that can be sustained into the future to ring the bells was supported.

Jan Brending, Clerk Treasurer said the individual who came forward should be thanked for his desire to help the city in getting the bell ringing again.

Moved by Ashley Post. Seconded by Jim Ransier.

Motion to authorize the Mayor to sign agreement with Verdin Bells & Clocks for \$13,831 (not including taxes) for evaluation of the city hall clock and bells. CARRIED 3-0.

C. Ordinance 2021-10-1086, Repealing WSMC 8.50 Single-Use Carryout Bags

Jan Brending, Clerk Treasurer said the proposed ordinance repeals White Salmon Municipal Code 8.50 Single-Use Carryout Bags. She said the Washington State statute has gone into effect on October 1. Brending said the state statute prevents local jurisdictions from enacting their own codes.

Moved by Jim Ransier. Seconded by Joe Turkiewicz.

Motion to adopt Ordinance 2021-10-1086, Repealing WSMC 8.50 Single-Use Carryout Bags upon the first reading. CARRIED 3-0.

D. Lodging Tax Grant Program

Jan Brending, Clerk Treasurer said the Lodging Tax Advisory Committee has met to review proposed grant program guidelines. She said the proposed guidelines are designed to cover a broad period and will be updated each year with specific dates. Brending said the Lodging Tax Advisory Committee voted to recommend the guidelines. Brending noted that this year the application period will open next week with applications due on November 8 which will then be considered by the Lodging Tax Advisory Committee on November 18. She said the funding will be available in 2022.

Moved by Joe Turkiewicz. Seconded by Ashley Post.

Motion to adopt Resolution 2021-10-526, Adopting Lodging Tax Grant Program Guidelines. CARRIED 3-0.

E. Closing Highway 141 for Halloween

Jim Ransier, Council Member said that he wanted to bring forth the idea of closing Highway 141 (Jewett Blvd.) for a Halloween event for next year. He said he does not think there is enough time to do it for 2021 and that there are also issues related to COVID-19 to consider.

Jan Brending, Clerk Treasurer said that the ideal closure would be between Main Street and Estes which would allow those two streets to remain open.

Mike Hepner, Police Chief said he would not be able to support the closure for this year as he would need to bring in at least two other officers for the closure and would need more time for scheduling.

Ransier said he wanted to raise the issue so that it could be calendared for next year in March or April for discussion with the Community Development Committee.

There was support from other council members for the idea for 2022.

VII. Executive Session (if needed)

No Executive Session was needed.

VIII. Reports and Communications

A. Department Heads

Mike Hepner, Police Chief said he is glad the gas line project is complete. He said during the time of the project there 7 to 8 collisions and a lot of phone calls regarding the speed of vehicles through neighborhoods. Hepner said there has been an increase in disorderly conduct and domestic assaults. Hepner noted that the police vehicle purchased in 2021 is a Ford hybrid.

Russ Avery, Public Works Operations Manager said the gas company has completed the project although there are some touch up things that need to be completed. He said the El Camino Real water project including the reservoir removal is completed. Avery said the pool demolition has started.

Jim Ransier, Council Member asked when the parklets will be removed.

Avery said November 1st.

Marla Keethler, Mayor noted that some of the pool demolition will occur on this weekend.

Keethler noted that during the water shutoff for the El Camino Real project that customers had questions about the quality of water including milkiness and/or brown coloration. She asked Avery if the milkiness was due to air in the water and that the brown coloration was due to rust that came from non-PVC pipes. She also asked if there were any water quality concerns.

Avery said Keethler was correct about the causes and the water was always safe for use.

Brendan Conboy, Land Use Planner said he continues to work with the Planning Commission on short-term rentals. He said he is also working on the critical areas ordinance update which is another priority in addition to working on land use decisions.

Jim Ransier, Council Member asked if short-term rentals are subject to lodging taxes.

Jan Brending, Clerk Treasurer said yes. She said if sales taxes for a short-term rental are being collected the city is getting the associated lodging tax.

Pat Munyan, City Administrator said union negotiations continue and that he hopes to finish up tomorrow. He said staff will be meeting with Department of Natural Resources next week. Munyan said that David Lindley has been helping as someone who is involved in fisheries with the Yakama Nation. He said the illumination study for the roundabout is just about completed by Bell Design and that Pioneer Surveying should be getting comments back from Washington Department of Transportation on the roundabout as well. Munyan said the city experienced a telemetry communications failure last Wednesday and staff has been working to resolve the issues. He said the replacement of the telemetry system should go out to bid early next year which convert the communications component to cellular and radio frequencies.

Ken Woodrich, City Attorney said he is in the middle of attending the fall municipal attorney conference.

Jan Brending, Clerk Treasurer reported the city's audit has been completed with no issues. She said she continues to work on the budget which is being held up by union negotiations. Brending reported that staff will be presenting a rate increase for the base water fee at a future council meeting.

B. City Council Members

There were no updates from city council members.

C. Mayor

Marla Keethler, Mayor said staff is working on the short-term rental issue and understands the sense of urgency to get proposed codes completed. She said the goal is to have something adopted prior to the end of the moratorium. Keethler reported that Senator Merkley made an onsite visit regarding the bridge which was very constructive. She said a meeting regarding the bridge is scheduled next week with the Washington legislative representatives. Keethler said is working on the annual budget presentation and trying to tie up conversations on how the city is funded. She said she wanted to recognize Jan Brending and her efforts recognizing that there were no issues in the audit. Keethler said staff is pursuing a grant opportunity to increase accessibility for pedestrians and seeking other funding for ways to fund projects. She said the improvements at the gas line facility at the end of the bridge continue and are designed to reinforce the area.

IX. Adjournment

The meeting adjourned at 7:54 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

A. Agreement for Purchase and Sale of Real Estate



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 20, 2021
Agenda Item: Agreement to Purchase and Sell Real Estate
Presented By: Marla Keethler, Mayor and Jan Brending, Clerk Treasurer

Action Required

Authorization for the Mayor to sign Agreement to Purchase and Sell Real Estate regarding property located at 245 W. Jewett Blvd. White Salmon WA (Klickitat County Parcel 03102444000100) also known as the "Walker House" for the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000).

Motion

Motion to authorize the Mayor to sign Agreement to Purchase and Sell Real Estate regarding property located at 245 W. Jewett Blvd. White Salmon WA (Klickitat County Parcel 03102444000100) also known as the "Walker House" for the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000) and to expend funds to complete the due diligence requirements in the agreement up to \$50,000.

Explanation of Issue

The Walker House located at 245 W. Jewett Blvd. has been offered to the city for purchase at \$1.5 million. This home has been identified in the city's comprehensive plan as being eligible for the State Historic Register and possibly the National Historic Register. Attached is a document that provides a vision as to how the city could use the property. The vision will be discussed in more detail at the city council meeting on October 20.

Also attached is an Agreement for Purchase and Sale of Real Estate. This document has been prepared by the city's Legal Attorney. Approving the real estate agreement allows the city to move forward with the due diligence items which including conducting an appraisal, having the house inspected including having it looked at by a structural engineer. The \$50,000 includes the following (note there could be additional items):

- Appraisal
- Home inspection
- Structural engineer inspection
- Bond Counsel
- Legal Counsel
- Closing Costs

Authorizing the real estate agreement to be signed is not the final sign off on the purchase of the property.

The city's Clerk Treasurer has spoken with several banks regarding financing for this project and some terms are presented below as a demonstration of what the interest rates are currently and what the possible annual debt service for the purchase would be. Some banks may have an early payoff penalty while others do not. Selecting the bank to finance the project would depend on the terms presented at the time the loan is solicited. Banks do not offer 30-year loans on this type of property.

Financed Amount/# of Years	Rate	Estimated Annual Debt Service
<i>\$1.5 million</i>		
15 Years	2.25%	\$118,933
20 years	2.35%	\$94,863
<i>\$1 million</i>		
15 Years	2.25%	\$79,289
20 Years	2.35%	\$63,242
<i>\$750 thousand</i>		
15 Years	2.25%	\$59,467
<i>\$500 thousand</i>		
15 Years	2.25%	\$39,645

At this time the city has not received any confirmed donations towards the purchase of the property.

THE WALKER HOUSE

A “THIRD PLACE” FOR WHITE SALMON

A PROJECT PROPOSAL



01

VISION

OBJECTIVE

The City of White Salmon would like to purchase the Walker House in order to preserve the historic significance of the structure to the city’s history, and to also create a gathering place that enriches the lives of residents as well as visitors.

“THIRD PLACE”

A third place is a social surrounding separate from the two usual environments of home (first place) and the workplace (second place). Third Places are where people come together to exchange ideas, build relationships, and create a shared feeling of belonging in a community.

02

ALIGNED CITY POLICIES

2012 COMPREHENSIVE PLAN

GOAL C & H-1

Continue to identify, document, and support preservation of historic assets in the community.

POLICY C & H-2

The preservation of landmarks identified as having historic value shall continue to be encouraged. The owners of the identified structures shall be encouraged to maintain and preserve the structures...

2021 COMPREHENSIVE PLAN

GOAL H&HP-4

Incorporate historic and cultural resource sites and values into city plans where appropriate.

GOAL H&HP-5

Maintain and preserve public locations of historical and cultural significance that are listed on local and state historic registers.

03

PROJECT INTENTIONS

IN PURCHASING THE PROPERTY THE CITY INTENDS TO:

- Preserve the historic nature of the home itself
- Make necessary improvements to ensure accessibility for visitors and to address any safety concerns while abiding by recognized NPS Standards and Guidelines
- Pursue recognition as a Certified Local Government, a National Parks Service program administered by Washington State's Department of Archaeology and Historic Preservation to be eligible for state grants and funding programs to assist with restoration efforts
- Pursue historic designation for the residence via application to the Washington Heritage Register
- Consider Historic District Designation encompassing already identified bluff residences that are eligible
- Pursue historic designation for the residence via application to the National Register of Historic Places
- Consider additional historic significance recognition opportunities if appropriate (i.e. Lewis & Clark Trail identification)
- Install a plaque with any awarded designations but at a minimum recognition of the home's residency and significance to White Salmon
- Create a facility that welcomes and provides enrichment activities for community members. Collaborations with other community organizations that would be pursued:
 - Visitor Welcoming Center*
 - Community Garden & Pollinator Habitat/Education
 - A student-run café in partnership with White Salmon Valley School District
 - Community Dinners that foster connection among residents
 - Artist workspace*
 - Additional exhibit space for artistic/photography exhibits
 - Participation of the space in a "First Fridays" art revival effort
 - Seasonal craft market
 - Satellite location for Gorge Heritage Museum*
 - Selective event rental space during summer months*

*revenue generating opportunities to support ongoing maintenance/support costs

04

PROGRAMMATIC FUNDING AVENUES

FUNDS TO PURSUE IN SUPPORT OF IDENTIFIED COMMUNITY INTEGRATIONS/PRESERVATION EFFORTS

Eldridge Campbell Stockton Memorial Preserves Fund
National Trust Preservation Fund Grants
Hart Family Fund for Small Towns
Valerie Sivinski Fund
Heritage Capital Projects



Photography by Mildred E. Lykens

Lauterbach House

**245 West Jewett Blvd
White Salmon, Washington**

**Original Owner:
Rudolph & Wilhelmina Lauterbach
Current Owner: Margaret Walker**

Rudolph and Wilhelmina came from Germany to White Salmon in 1892. Soon after arriving, Rudolph purchased most of the town site west of Main Street (160 acres) and opened a mercantile establishment, which also housed the Post Office.

In 1904 the Lauterbachs began building the house for their eight children. Rudolph spent over two years to complete his family home. He had learned the trade of brick mason in Germany. According to stories, Wilhelmina refused to let him build a fireplace—she thought them to be dirty and messy—but he did get to use his skills in the extensive brickwork in the lower level walls and pillars!

The house has three stories plus an attic—seven bedrooms and seven baths! The large wrap-around veranda accents the beauty of this home.

While the Lauterbach sons lived long, productive lives in the White Salmon area, the girls pursued careers in Portland. They maintained this home as a weekend retreat during their long lifetime. Eventually, the gas lanterns were converted to electricity. One was left untouched. The historic home remained in

the Lauterbach family until the mid '60s when daughter Louise sold to the Jaros family.

The third owners, Forest and Margaret Walker, purchased the house in the early 1970s for \$28,500! They raised seven children in this home, and added a swimming pool. . Over the past 30 years they have maintained this historic landmark the Rudolph and Wilhelmina so loving built 100 years ago.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (“Agreement”) is made and entered into as of _____, 2021 (the “Effective Date”), by and - _____ (“Seller”) and CITY OF WHITE SALMON, a Washington municipal corporation (“Buyer”)

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell the Property, and all other Property to Buyer, and Buyer agrees to purchase the Property, and all other Property from Seller, all on an “AS IS” basis, upon the terms and conditions set forth in this Agreement, the real property identified as Klickitat County Parcel 03102444000100, also known as 245 W. Jewett Blvd White Salmon Washington, being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

2. Purchase Price. The purchase price (“Purchase Price”) for the Property, and all other Property, shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).

3. Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) Initial Deposit. Upon the Opening of Escrow, Buyer shall deposit into Escrow the sum of Fifteen Thousand Dollars (\$15,000.00) in the form of cash or Cash Equivalent (“Initial Deposit”). The Initial Deposit (and if requested by Buyer, the entire Deposit) shall be invested by Escrow Holder in a federally insured interest bearing account(s) with any interest accruing thereon to be paid or credited to Buyer. If Buyer has not terminated the Agreement within one hundred fifty (150) days of the Opening of Escrow, the balance of the Initial Deposit shall be immediately released to the Seller, and shall be non-refundable to Buyer, but applicable to the Purchase Price.

(b) Cash Balance. On or before the Closing Date, Buyer shall deposit into Escrow cash or Cash Equivalent in the amount of the balance of the Purchase Price, together with Buyer’s share of all closing costs and proration as provided herein.

4. Condition of Title/Survey.

(a) Condition of Title. At the Close of Escrow, fee simple title to the Property shall be conveyed to Buyer by Seller by duly executed and acknowledged statutory warranty deed, subject only to the following matters (“Approved Title Conditions”): (a) a lien for real property taxes, not then delinquent and a lien for supplemental real property taxes, if any, assessed pursuant to applicable Governmental Regulations; (b) matters of title respecting the

Property approved or deemed approved by Buyer in accordance with Paragraph 6(a)(i); (c) matters affecting the condition of title to the Property created by or with the written consent of Buyer.

(b) Survey. Buyer intends to obtain, at Buyer's expense, a current boundary survey, prepared by a Washington licensed surveyor (the "Survey"). If this Agreement is terminated and Seller desires to obtain a copy of and rights to the Survey, Seller will reimburse Buyer for Buyer's out of pocket cost of the Survey, and Buyer will then deliver the Survey and all of Buyer's rights in the Survey to Seller.

5. Escrow.

(a) Opening of Escrow. Buyer and Seller shall, within three (3) business days after the date of this Agreement, cause the Opening of Escrow by delivering a fully executed copy of this Agreement to Escrow Holder. The Close of Escrow shall occur on the Closing Date. Buyer and Seller shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby, provided that they are not inconsistent with the terms of this Agreement.

6. Conditions to the Close of Escrow.

(a) Conditions Precedent to Buyer's Obligations. The Closing will occur within thirty (30) days after the expiration of the Due Diligence Period (the "Closing Date") unless extended as provided for herein. Buyer and Seller shall each have the right to extend the Closing for two successive thirty (30) day periods in order to confirm Buyer's ability to purchase the Property and obtain the Entitlements. The Close of Escrow and Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions:

(i) Title. Buyer shall have approved any matters of title as disclosed by the following documents and instruments ("Title Documents"): (A) a preliminary title report or title commitment and updates or supplements thereto issued by the Title Company at Seller's cost and expense with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in the preliminary title report (or title commitment). Seller shall deliver or request the Title Company to deliver the Title Documents to Buyer within ten (10) calendar days after the Opening of Escrow. Buyer shall have until the expiration of thirty (30) days (the "Title Review Period") to give Seller notice of Buyer's approval of the Title Documents. Buyer shall advise Seller by written notice what exceptions to title, if any, are disapproved by Buyer ("Disapproved Exceptions") on or before the expiration of the Title Review Period. All monetary encumbrances other than nondelinquent ad valorem property taxes and installments of assessments not yet payable will be deemed disapproved, except, such taxes which are to be paid and/or prorated at Closing pursuant to this Agreement. If Buyer fails to so advise Seller by written notice of its approval or disapproval of the Title Documents by the expiration of the Title Review Period, the Title Documents shall be deemed approved and Buyer

shall be obligated to take title to the Property subject to such title exceptions as referred to in the preliminary title report. Seller will have thirty (30) calendar days after receipt of Buyer's written notice to give Buyer written notice that (i) Seller will remove some or all of the Disapproved Exceptions, or (ii) Seller elects not to remove some or all of the Disapproved Exceptions. If Seller fails to give Buyer said notice before the expiration of the thirty (30) day period, Seller will be deemed to have elected not to remove all of the Disapproved Exceptions. Notwithstanding any attempt by Seller to eliminate or modify Disapproved Exceptions, Seller shall have no obligations to address or cure any objection made by Buyer. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than the "Approved Title Conditions." For the purposes of this Agreement, "Approved Title Conditions" shall mean those matters of title approved or deemed approved or waived by Buyer pursuant to this Agreement.

If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer will have ten (10) additional calendar days after receipt of Seller's written notice (or Seller's failure to give Buyer written notice) as set forth above to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives written notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller, or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this section, the escrow will be terminated, the Deposit plus all accrued interest less that portion of the Deposit released to Seller and deemed non-refundable to the Buyer must be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the preliminary commitment.

(ii) Due Diligence Period. Buyer will begin its due diligence review of the Property upon execution of this LOI by both parties and will have one hundred fifty (150) days in the due diligence period after the execution of the Purchase and Sale Agreement to conduct further due diligence investigations of the Property (the "Due Diligence Period"). During the Due Diligence Period, Buyer (including its consultants, engineers and other designees) will have a reasonable right of entry to the Property in order to conduct all tests Buyer may deem necessary to determine the suitability of the Property; provided, however, such inspections will not unreasonably disturb the use of the Property by Seller and Buyer shall be responsible for repairing any damage caused by Buyer's inspections. Seller will cooperate fully in providing Buyer with any information reasonably necessary for Buyer's investigation and evaluation of the Property to the extent such information is reasonably available to Seller. The transaction will be contingent upon Buyer's satisfactory review (and receipt from the Seller within ten (10) business days following the execution of this LOI, excepting therefrom item (f) below) of the following during the Due Diligence Period:

3 - AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

- (A) All books, records, and operating statements for the Property that reasonably relate to Buyer's due diligence inspections and review, including, without limitations, matters affecting valuation, environmental and development concerns, for the past three (3) years;
- (B) A current preliminary title commitment proposing to insure Buyer, on terms satisfactory to Buyer, for the Property together with legible copies of all documents referred to in the exceptions to the commitment. Such title commitment shall be ordered from the Escrow Agent;
- (C) Any current surveys of the Property in Seller's possession or reasonably available to Seller;
- (D) Any current or recent appraisals of the Property in Seller's possession or reasonably available to Seller;
- (E) All current contracts related to the Property, if any, and any proposed contracts being negotiated, if any;
- (F) All engineering reports, soils reports, plans, environmental reports and market studies for the Property in Seller's possession or reasonably available to Seller;
- (G) The results of any inspection studies for the Property that Buyer may have commissioned, including any Phase I environmental study and soils studies;
- (H) All zoning and entitlements and any system development charge credits and other development rights for the Property previously obtained by or granted to Seller; and
- (I) Any other matters reasonably deemed necessary or appropriate by Buyer.

(iii) Buyer's Contingencies to Closing. Buyer's obligation to purchase the Property will also be subject to the following: (i) Seller shall have performed all covenants and obligations, all conditions shall be satisfied, and all representations and warranties shall be true and correct as of the Closing; (ii) the status of title shall be as required in this Purchase and Sale Agreement; (iii) Buyer shall have verified, and Seller shall have confirmed, that no material or adverse developments have occurred with respect to the Property since the execution of the Purchase and Sale Agreement; and (iv) Buyer shall have obtained all necessary internal approvals for the purchase of the Property. Each of the foregoing approvals or verifications will be in the Buyer's sole and absolute discretion and may be waived by Buyer in its sole and absolute discretion.

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(iv) Entitlements. The purchase of the Property is subject to the condition that Buyer obtain all entitlements necessary to proceed with Buyer's contemplated development of the Property. This includes, without limitation, obtaining the required zoning and financing to permit Buyer's contemplated development for Buyer's intended purposes, and recognition of the structure as a historic residence. The entitlements described above are referred to as the "Entitlements" in this Purchase and Sale Agreement. The parties will be deemed to have obtained all Entitlements when all submittals have been made, all hearings have been conducted, all final approvals (including City Council approvals) have been given or issued and all applicable periods of appeal have expired. Buyer's ability to obtain the Entitlements is a key inducement to Buyer's willingness and desire to purchase the Property and Buyer's inability to obtain all of the Entitlements for any reason may be cause for Buyer to terminate its interest in this LOI and in any subsequent Purchase and Sale Agreement. However, Buyer may, in its sole discretion, waive the condition of obtaining the Entitlements or any aspect thereof. Buyer's ability to obtain its Entitlements is also a key inducement to Buyer's willingness and desire to sell the Property and Buyer's inability to obtain its Entitlements for any reason may be cause for Buyer to terminate its interest in this Purchase and Sale Agreement.

(v) Inspections and Studies. On or before the Contingency Date (the "Due Diligence Period"), Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other Governmental Regulations, economic feasibility studies, market studies, environmental risk assessment studies and testing, appraisals, soils, seismic and geological reports) with respect to the Property, and approvals (including without limitation development agreements, site plan reviews, short plats, boundary line adjustments, planning approvals, grading permits, preliminary analysis and determination of utility services available to the Property, SWAPCA approval, obtaining and acceptable mitigated determination of non-significance, concurrency approvals) subject to the limitations of Section 24(r), as Buyer may elect to make or obtain as Buyer deems necessary or desirable, in its sole discretion. The cost of any such inspections, tests, studies and approvals shall be borne by Buyer. Notwithstanding the above, it is understood and expressly agreed to by the parties that no development agreements shall be executed, short plats approved, boundary line adjustments agreed to, or permits issued prior to the Close of Escrow.

(vi) Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder, and Seller's representations, warranties and covenants set forth in this Agreement shall be true and correct in all material aspects as of the Close of Escrow.

(vii) No Material Changes. At the Close of Escrow, there shall have been no material adverse changes in the physical condition of the Property.

(viii) Seller's Deliveries. Seller shall have delivered the items described in Paragraphs 6(a) and 7(a). Buyer shall have approved the items described in Paragraph 6(a) as of the date required for such approval(s) as herein set forth.

(ix) Title Insurance. As of the Close of Escrow, the Title Company shall have issued or shall have committed to issue the Owner's Title Policy (as defined in Paragraph 9 below) to Buyer.

The conditions set forth in this Paragraph 6(a) are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right at its sole discretion to waive any condition. Such waiver or waivers shall be in writing to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller. All approvals given by Buyer under this Paragraph 6(a) shall be in writing and the failure of Buyer to disapprove any matter requiring its approval under this Paragraph 6(a) by the time therefor shall be deemed approval thereof by Buyer and a waiver of that condition precedent to Buyer's obligation to close the transaction. During the time period preceding the Contingency Date, Buyer will be conducting a review with respect to the Property so as to satisfy itself with respect to the condition of and other matters relating to the Property. During this time period, Buyer will have the absolute right to terminate this Agreement should the information and documents provided by Seller to Buyer or Buyer's evaluation and inspection of the Property result in Buyer's determination, in Buyer's sole and absolute discretion, that the Property is not suitable for Buyer's intended objectives. Buyer agrees to provide to Seller a written summary progress report of its efforts under this Agreement every sixty (60) days during the Due Diligence Period. Should Buyer elect to terminate this Agreement during the Due Diligence Period, Buyer agrees to assign or transfer to Seller all studies and reports from third party consultants or portions of such reports as Seller so desires, as to the existing physical condition of the Property or Property (e.g., soils studies, environmental reports, structural assessments, etc.). Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters). If Buyer elects to terminate this Agreement during the time period preceding the Contingency Date, the escrow will be terminated, the Deposit must immediately be returned to Buyer less that portion of the Deposit previously released to Seller and deemed non-refundable to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one half (1/2) of the cost of terminating the escrow.

(b) Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to the satisfaction not later than the Closing Date (unless otherwise provided) of the following conditions:

(i) Buyer's Deliveries. Buyer's delivery to Escrow Holder on or before the Closing Date, for disbursement as provided herein, the Purchase Price and the documents and materials described in Paragraph 7(b); and

(ii) Representations, Warranties and Covenants of Buyer. Buyer shall have duly performed each and every agreement to be performed by Buyer hereunder, and

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Buyer's representations, warranties and covenants set forth in this Agreement shall be true and correct in all material aspects as of the Close of Escrow.

The conditions set forth in this Paragraph 6(b) are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to Buyer. The waiver by Seller of any condition shall not relieve Buyer of any liability or obligation with respect to any representation, warranty, covenant or agreement of Buyer. All approvals given by Seller under this Paragraph 6(b) shall be in writing and the failure of Seller to disapprove any matter requiring its approval under this Paragraph 6(b) by the time therefor shall be deemed approval thereof by Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Seller, in its own discretion, exercises its right to disapprove any such items or matters).

(c) Failure of Conditions to Close of Escrow. In the event any of the conditions set forth in Paragraph 6(a) or Paragraph 6(b) are not timely satisfied or waived, for a reason other than the default of Buyer or Seller under this Agreement:

(i) This Agreement, the Escrow and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided herein; and

(ii) Escrow Holder is hereby instructed to promptly return to Seller and Buyer any funds (including the Deposit and interest thereon unless Buyer is in default hereunder, and except to the extent the Deposit has been previously released to Seller as provided herein) and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of said termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Paragraph 6(d)).

(d) Cancellation Fees and Expenses. In the event this Escrow terminates because of the non-satisfaction of any condition for a reason other than the default of Buyer or Seller under this Agreement, the cancellation charges required to be paid by and to Escrow Holder and the Title Company shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer, and all other charges shall be borne by the party incurring the same. In the event this Escrow terminates because of the default of Buyer or Seller, the defaulting party shall pay all such cancellation charges.

7. Deliveries to Escrow Holder.

(a) By Seller. Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following instruments and documents:

(i) Deeds. Two (2) Statutory Warranty Deeds ("Deeds"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer subject to the Approved Title Conditions.

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(ii) Non Foreign Certification. A certification duly executed by Seller ("FIRPTA Certificate"), setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(iii) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company.

(iv) Other Documents. Any other documents or instruments reasonably required to consummate the transaction in accordance with this Agreement.

(b) By Buyer. Buyer hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following instruments and documents:

(i) Purchase Price. The Purchase Price and Buyer's share of closing costs and prorations.

(ii) Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by the Title Company.

(iii) Other Documents. Any other documents or instruments reasonably required to consummate the transaction in accordance with this Agreement.

(c) Form of Documents. The documents specified in Paragraph 7(a)(i) - (ii) shall be prepared by Seller and delivered to Buyer for review and approval not later than ten (10) days prior to the Closing Date. The exact form and content of such documents shall be subject to good faith negotiation by Buyer and Seller, provided that such documents shall contain provisions consistent with this Agreement. The failure of Seller and Buyer to agree upon the form of such documents not later than the Closing Date shall constitute the failure of a condition of closing, and the provisions of Paragraph 6(c) shall govern.

8. Delivery of Possession to Buyer Upon Close of Escrow. Seller shall deliver possession of the Property to Buyer upon the Close of Escrow.

9. Title Insurance. At the Close of Escrow, Seller shall cause the Title Company to issue to Buyer, an owner's policy of title insurance ("Owner's Title Policy") with any title endorsements reasonably requested by Buyer, showing fee title to the Property vested in Buyer

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subject only to the Approved Title Conditions. The Owner's Title Policy shall be issued with liability in an amount equal to the Purchase Price.

10. Costs and Expenses. Seller shall pay (a) all premiums for the ALTA Standard coverage portion of Owner's Title Policy, (b) one half (1/2) of all Escrow fees and costs, (c) all excise/transfer taxes, and (d) Seller's share of prorations. Buyer shall pay for (i) all incremental premiums to obtain the ALTA Extended coverage portion of the Owner's Title Policy and any endorsements requested by Buyer (and/or required by Buyer's lender), (ii) all costs relating to a new or updated survey should Buyer undertake one, (iii) all costs and expenses charged by Buyer's lender or otherwise incurred in connection with Buyer acquiring the Property, (iv) any document recording charges, (v) one half (1/2) of all Escrow fees and costs, and (vii) Buyer's share of prorations. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the County in which the Property is situated.

11. Prorations. The following prorations shall be made between Seller and Buyer at the Close of Escrow. Prorations shall be made as of 11:59 p.m. on the day preceding the Closing Date, based on the actual number of days in the month in which the Closing occurs and a three hundred sixty five (365) day year.

(a) Taxes. Real property taxes, special taxes, assessments, and other costs and expenses attributable to the Property shall be prorated as of the Close of Escrow. To the extent any expenses or charges for the Property are paid by Tenant to the landlord under the Tenant Lease on an estimated basis, for which a future reconciliation of actual to estimates is to be performed, Seller and Buyer shall make an adjustment at Closing for the applicable reconciliation period in which the Closing occurs based on a comparison of the actual Property expenses paid by Seller as of the Closing Date to the estimated Property expenses paid by Tenant to Seller. The adjustment for such reconciliation period shall be calculated as follows: To the extent the estimated payments made by Tenant to Seller as of the Closing Date exceed the actual Property expenses paid by Seller as of the Closing Date, Buyer shall receive a credit for the excess tenant payments. To the extent actual Property expenses paid by Seller as of the Closing Date exceed the estimated payments made by Tenant as of the Closing Date, Seller shall receive a credit at Closing. Buyer shall then assume all rights and obligations to collect from or pay to Tenant any reconciliation amounts.

(b) Method of Prorations. All prorations shall be made in accordance with customary practice in the County in which the Property is situated, except as expressly provided herein. Buyer and Seller agree to cause their accountants or other representatives to prepare a schedule of tentative prorations prior to the Closing Date. Such prorations, if and to the extent known and agreed upon as of the Close of Escrow, shall be paid by Buyer to Seller (if the prorations result in a net credit to the Seller) or by Seller to Buyer (if the prorations result in a net credit to the buyer) by increasing or reducing the cash to be paid by Buyer at the Close of Escrow. A copy of the schedule of prorations as agreed upon by the Buyer and Seller shall be delivered to the Escrow Holder at least three (3) business days before the Closing Date. Any

such prorations to be determined or not agreed upon as of the Close of Escrow shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as practicable following the Close of Escrow.

12. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner hereinbelow indicated:

(a) Funds. Disburse all funds deposited with Escrow Holder by Buyer (including the Deposit and all accrued interest thereon) as follows:

(i) Deduct all items chargeable to the account of Seller pursuant to Paragraph 10.

(ii) If, as the result of the prorations and credits pursuant to Paragraph 11, amounts are to be charged to the account of Seller, deduct the total amount of such charges.

(iii) Disburse the costs and expenses payable to Buyer and Seller pursuant to Paragraph 10 to the parties entitled thereto.

(iv) Disburse the Purchase Price to Seller.

(v) Disburse the remaining balance of the funds, if any, to Buyer.

(b) Recording. Cause the Deeds and any other documents which the parties hereto may mutually direct to be recorded in the Official Records and obtain conformed copies thereof for distribution to Buyer and Seller.

(c) Title Policy. Direct the Title Company to issue the Owner's Title Policy to Buyer .

(d) Disbursement of Documents to Buyer. Disburse to Buyer one copy of the executed but unrecorded Deeds, the original Tenant Lease Assignment, the FIRPTA Certificate, and any other documents (or copies thereof) deposited into Escrow by Seller pursuant hereto. The original Deeds shall be delivered to Buyer after recordation.

(e) Disbursement of Documents to Seller. Disburse to Seller one copy of the Tenant Lease Assignment duly executed by Buyer, and any other documents (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

13. Seller's Representations, Warranties and Covenants.

(a) The following constitute representations, warranties and covenants of Seller to Buyer to the best of Seller's knowledge:

(i) Seller consists of _____ duly organized and validly existing under the laws of the State of Washington and have the legal power, right and authority to enter into this Agreement and all documents required hereby to be executed by Seller and to consummate the transactions contemplated hereby. All requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with the entering into this Agreement, the documents required hereby to be executed by Seller, and the consummation of the transactions contemplated hereby, and the documents executed by Seller that are to be delivered to Buyer at Close of Escrow will be in compliance with all provisions of all agreements and judicial orders to which Seller is a party or to which Seller or all or any portion of the Property is subject.

(ii) The individuals executing this Agreement and the documents required hereby to be executed by Seller on behalf of Seller (and the partners of Seller) have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(iii) To the best of Seller's actual knowledge, there are no pending, threatened or contemplated actions, suits, arbitrations, claims or proceedings, at law or in equity, public administrative or regulatory, planning, or building code actions or proceedings, that might materially or detrimentally affect the Property, or the use or operation of the Property as it is now being used, or the ability of Seller to perform its obligations under this Agreement, or the value of the Property, nor has Seller received any written notice of and Seller has no actual knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Property that have not been corrected or resolved to the satisfaction of the agency or complaining party.

(iv) Seller is the legal fee simple titleholder of the Property and has good and marketable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, or other matters, except as disclosed by the Title Documents or otherwise disclosed in writing to Buyer.

(v) Seller has not entered into any contracts for the sale, exchange or other disposition of the Property or any portion thereof, nor do there exist any rights of first refusal, options or other rights of any other party to purchase all or any portion of the Property. Notwithstanding the prior sentence, Seller may enter into other purchase and sale agreements with third parties which shall constitute back up offers to this Agreement, and which are contingent upon and can only close if this Agreement has been terminated as set forth in this Agreement.

(vi) There are no leases and, to Seller's knowledge, subleases, occupancies or tenancies in effect pertaining to the Property, and to Seller's actual knowledge, there are no written or oral agreements, promises, understandings or other commitments between Seller and any tenant or other person affecting the Property or with respect to the occupancy or

use of the Property.

(vii) Seller will not, without the prior written consent of Buyer, convey all or any portion of the Property, and Seller will not, without the prior written consent of Buyer, subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters.

(viii) To the best of Seller's knowledge, Seller has not received written notice of any special assessment or condemnation proceedings affecting the Real Property.

(ix) Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

(b) Restatement. Seller's representations and warranties made in this Paragraph 13, elsewhere in this Agreement, and in any Exhibit or in any document or instrument delivered pursuant hereto and prepared by or at the direction of Seller, shall be continuing and shall be true and correct in all material respects as of the Close of Escrow with the same force and effect as if remade by Seller at that time subject to the limitation set forth herein. The truth and accuracy of Seller's representations and warranties made herein in all such material respects, and the performance of all covenants of Seller contained in this Agreement, shall also constitute conditions for the benefit of Buyer to the closing of the transaction but shall not survive the Close of Escrow.

(c) "AS IS." Except for the representations and warranties expressly provided in Paragraph 13(a) above and/or elsewhere in this Agreement, Buyer agrees that if it approves the items reserved for its approval hereunder and completes the purchase of the Property (i) that it is purchasing the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis and based on its own investigation of the Property; (ii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "Seller's Representatives") have made any warranty, representation or guarantee, expressed, implied or statutory, written or oral, including, without limitation, any implied warranty of merchantability or fitness for any use or purpose or of reasonable workmanship, concerning the Property and/or the Property or any of the products located thereon or therein except as more fully provided in Paragraph 13(a); (iii) that neither Seller nor Seller's Representatives have made any warranty, representation, or guarantee, expressed, implied or statutory, written or oral, pertaining to the Property's compliance with any laws, ordinances, rules or regulations, federal, state or local except as more fully provided in Paragraph 13(a); (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee, expressed, implied or statutory, written or oral, as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition (title, mapping, construction, or otherwise) of the Property except as provided in Paragraph 13(a); and (v) Buyer covenants not to sue Seller, its members, Walker family members, brokers, agents and attorneys with regard to any and all rights, claims, obligations, damages, actions and causes of

action Buyer may have now or hereafter under any existing or future federal, state or local environmental laws, including without limitation those laws referenced in the Glossary of Terms related to Hazardous Materials. Buyer is or as of the Close of Escrow will be familiar with the Property and the Property and its suitability for Buyer's intended use. Except for the representations and warranties expressly provided in Paragraph 13(a) above and/or elsewhere in this Agreement, and those documents and instruments delivered pursuant hereto and prepared by or at the direction of Seller, all of Seller's and Seller's Representatives' statements, whenever made, are made only as an accommodation to Buyer and are not intended to be relied or acted upon in any manner by Buyer. Buyer acknowledges that Seller does not warrant or guarantee and will not be responsible for the reliability, usefulness, completeness, accuracy or suitability of any information, report, document or records, developed, submitted or prepared by any third party for Seller or Buyer in connection with the physical condition, value, potential value, use, suitability or operation of the Real Property. Buyer hereby expressly accepts the risk that any such information, report, document or record may not be reliable, useful, complete or accurate or otherwise suitable for Buyer's purposes. If prior to Close of Escrow, Seller obtains actual knowledge of a material change in any material fact warranted or represented herein, Seller shall notify Buyer; and Buyer shall have the right to cancel the escrow and terminate this Agreement, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

14. Buyer's Representations and Warranties.

(a) The following constitute representations and warranties of Buyer to Seller:

(i) Buyer is a Washington municipal corporation duly organized and validly existing under the laws of the State of Washington, and has the legal power, right and authority to enter into this Agreement and all documents required hereby to be executed by Buyer, and to consummate the transactions contemplated hereby. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into this Agreement, the documents required hereby to be executed by Buyer, and the consummation of the transactions contemplated hereby, and the documents executed by Buyer that are to be delivered to Seller at close of escrow will be in compliance with all provisions of all agreements and judicial orders to which Buyer is a party.

(ii) The individuals executing this Agreement and the documents required hereby to be executed by Buyer on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(b) Restatement. Buyer's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer at that time. The truth and accuracy of Buyer's representations and warranties made herein shall also constitute a condition for the benefit of

Seller to the closing of the transaction but shall not survive the Close of Escrow.

15. Condemnation, Eminent Domain or Taking. If, prior to the Close of Escrow, any material portion of the Property is taken or if the access thereto is reduced or restricted, by eminent domain or otherwise (or is the subject of a pending, threatened or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than twenty (20) days after receipt of Seller's notice. If this Agreement is so terminated, the provisions of Paragraph 6(c) shall govern. If Buyer does not exercise this option to terminate this Agreement, or if there has not been a material taking by eminent domain or otherwise to give rise to such option, neither party shall have the right to terminate this Agreement, but the Seller shall assign and turn over, and the Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain which accrue to Seller and the parties shall proceed to the Close of Escrow pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price. Unless or until this Agreement is terminated, Seller shall take no action with respect to any eminent domain proceeding without the prior written consent of Buyer. For purposes of this paragraph, the terms a "material portion" of the Property and a "material taking" means that the value of the portion of the Property so taken exceeds Fifty Thousand and No/100 Dollars (\$50,000.00).

16. Indemnification.

(a) Indemnification of Buyer. Seller hereby agrees to indemnify Buyer and, its principals and agents against, and to hold Buyer and its principals and agents harmless from, all claims, demands, actions, causes of action, lawsuits, losses, damages, costs, expenses and other liabilities, including, without limitation, reasonable legal fees and disbursements, incurred by Buyer relating to the Property (other than environmental conditions, including without limitation the presence, discharge, release, removal or remediation of Hazardous Materials) which (i) arise or result from acts, occurrences or matters that took place prior to the Close of Escrow, (ii) arise or result from a breach by Seller of its agreements, covenants, representations or warranties hereunder, and/or (iii) acts, occurrences or matters the existence or occurrence of which constitute a violation of one or more representations, warranties or covenants of Seller hereunder, and do not relate to obligations or liabilities expressly assumed by Buyer hereunder.

(b) Defense of Claims Against Buyer. With respect to any claim for which Buyer is entitled to indemnification under Paragraph 16(a), Seller will be entitled to assume the defense of any litigation, arbitration or other proceeding, provided that Buyer may at its election and expense, retain separate counsel to participate in such defense, and provided further that in the event of any difference of opinion with respect to the strategy or other aspect of the defense of such action, Buyer's counsel will, after consultation with Seller's counsel, make the final determination. At Seller's request, Buyer will cooperate with Seller in the preparation of the defense to any such claim, provided that Seller reimburses Buyer for all reasonable expenses incurred in connection with such request.

(c) Indemnification of Seller. Buyer hereby agrees to indemnify Seller, its principals and agents against, and to hold Seller and its principals and agents harmless from, all claims, demands, actions, causes of action, lawsuits, losses, damages, costs, expenses and other liabilities, including, without limitation, reasonable legal fees and disbursements, incurred by Seller relating to the Property (other than environmental conditions, including without limitation the presence, discharge, release, removal or remediation of Hazardous Materials) which (i) arise or result from acts, occurrences or matters that take place on or after the Close of Escrow, or (ii) arise or result from a breach by Buyer of its agreements, covenants, representations or warranties hereunder, or (iii) arise on or after the Close of Escrow with regard to any obligations or liabilities assumed by Buyer hereunder.

(d) Defense of Claims Against Seller. With respect to any claim for which Seller is entitled to indemnification under Paragraph 16(c), Buyer will be entitled to assume the defense of any litigation, arbitration or other proceeding, provided that Seller may at its election and expense, retain separate counsel to participate in such defense, and provided further that in the event of any difference of opinion with respect to the strategy or any other aspect of the defense of such action, Seller's counsel will, after consultation with Buyer's counsel, make the final determination. At Buyer's request, Seller will cooperate with Buyer in the preparation of the defense to any such claim, provided that Buyer reimburses Seller for all reasonable expenses incurred in connection with such request.

17. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered either personally, by overnight delivery service, or by U.S. certified or registered mail, postage prepaid, and addressed to the parties at the respective addresses indicated below. Notices sent by overnight delivery service shall be deemed received on the business day following the date of deposit with the delivery service. Mailed notices shall be deemed received upon the earlier of the date shown on the return receipt, or the second business day after the date of mailing.

TO BUYER:

WITH A COPY TO:

TO SELLER:

City of White Salmon

WITH A COPY TO:

Kenneth B. Woodrich, PC
Attorney at Law
Vancouver, WA 98663
(503) 288-2480

TO ESCROW HOLDER:

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 17.

18. Broker. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions other than **Jeremy Deny** (“Broker”) on behalf of Seller. In the event of any other claim for brokers’ or finders’ fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Seller shall indemnify, save harmless and defend Buyer from and against such claims if they shall be based upon any act, statement or representation or agreement by Seller, and Buyer shall indemnify, save harmless and defend Seller from and against such claims if such claims shall be based upon any act, statement, representation or agreement made by Buyer.

19. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate the purchase and sale herein contemplated and shall use their good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

20. Entry. Buyer and Buyer’s agents and representatives shall have the right, at reasonable times and upon reasonable notice to Seller (both prior to and after the Contingency Date) and subject to the Tenant Lease to enter upon the Property, at Buyer’s own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Buyer may elect to make or obtain. From and after the execution of this Agreement, Buyer shall be entitled to communicate directly with the Tenant and the Authorities in connection with Buyer’s proposed purchase, development or operation of the Property. Buyer hereby indemnifies Seller from any and all liabilities and losses (including mechanics’ and professional liens) arising out of any such entry by Buyer or its agents, or representatives which indemnification shall survive termination of this Agreement.

21. Legal and Equitable Enforcement of this Agreement.

(a) Default by Seller. In the event the Close of Escrow and the consummation of the transactions herein contemplated do not occur by reason of any default or breach by Seller, which default or breach is not cured within ten (10) business days after written notice is given by Buyer to Seller, Buyer shall terminate this Agreement and be entitled to the return of its Deposit and any other sums paid to Seller under this Agreement (whether or not previously released to Seller), or shall have the right to pursue specific performance of this Agreement.

(b) Default by Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OR BREACH BY BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND

EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, IN THE EVENT OF ANY DEFAULT OR BREACH BY BUYER WHICH DELAYS THE CLOSE OF ESCROW OR INTERFERES WITH THE CONSUMMATION OF THE TRANSACTION, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, THIS AGREEMENT SHALL TERMINATE AND BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE ENTIRE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON) TOGETHER WITH ANY OTHER SUMS PAID OR RELEASED TO SELLER UNDER THIS AGREEMENT. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER.

 BUYER'S
 INITIALS

 SELLER'S
 INITIALS

22. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(d) **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, or for a declaration of the rights of the parties under this Agreement, for injunctive relief, or any other action arising out of this Agreement, or the transaction contemplated hereby, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, and any other professional fees resulting therefrom.

(e) **Entire Agreement.** This Agreement (including all Exhibits and the Glossary of Terms attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties thereto.

(f) **Time of Essence.** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and the failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of this Agreement by the party so failing to perform.

(g) **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and the neuter, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement and the Glossary of Terms are attached and incorporated by this reference. In the event the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business Day, the action shall be taken on the next succeeding Business Day.

(h) **No Third Party Beneficiary.** This contract is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary.

(i) **Disclaimer, Duty to Disclose.** As to any reports or other materials provided to Buyer and prepared by third parties (but expressly excluding rent rolls and other financial data provided to Buyer by Seller), Seller is not warranting (and will not be liable or responsible for) the accuracy, fitness or usability of such reports or materials or any recommendations or conclusions stated therein. Representations and warranties of Seller in this Agreement that are made "to the knowledge of Seller" (or using words of similar effect) are made to the best of Seller's actual knowledge, without independent investigation or examination.

If Seller obtains actual knowledge prior to the Close of Escrow of a fact which would make any of the representations and warranties of Seller in this Agreement false or inaccurate in any material respect, Seller will notify Buyer of such fact. Seller will not be liable to Buyer for the inaccuracy of any such representations and warranties after the Closing Date unless Seller had actual knowledge of the same on the Closing Date that such representation or warranty by Seller was false or Seller failed to disclose to Buyer the fact known to Seller which made the representation or warranty false.

(j) Negation of Agency, Partnership. No provision of this Agreement or subsequent conduct of the parties shall be construed as making either party an agent, principal, partner or joint venturer with the other party, or as making either party responsible for the payment or reimbursement of any costs incurred by the other party in pursuing this transaction if this Agreement is terminated for any reason (other than as otherwise expressly set forth in this Agreement concerning responsibility for costs).

(k) This Agreement shall not bind Seller or Buyer as an offer or an agreement unless signed by the party sought to be bound. The transmittal of an unexecuted draft of this document for purposes of review shall not be considered an offer to enter into an agreement.

(l) No Representation on Tax Consequences. Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

(m) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Washington. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Washington.

(n) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument.

(o) Confidential Information; Publicity by Buyer. Buyer shall respect and observe the confidential nature of financial, environmental and other reports and information supplied by Seller or obtained by Buyer concerning the Property and (if this transaction does not close) return or deliver such written reports (including any copies thereof) to Seller. Buyer will not disclose publicly (except as required by law) any confidential information of Seller, and the parties will reasonably cooperate prior to termination of this Agreement or Close of Escrow concerning press releases by Buyer or other public disclosure by Buyer of the pendency of this transaction.

(p) Cooperation. While this Agreement is in effect, Seller shall cooperate with Buyer in its efforts to secure any and all governmental decisions, approvals, and/or permits which Buyer deems necessary or appropriate for Buyer's intended Property on terms and

conditions satisfactory to Buyer in its sole and absolute discretion. Such decisions and approvals may include, but are not limited to, those related to favorable development agreements, planned unit developments, zoning interpretations or use permits, binding or nonbinding site plans, short plats, boundary line adjustments, roads, streets, utilities, open spaces, dedications, easements, restrictions, and covenants. Seller's cooperation shall include, promptly at Buyer's request from time to time, or as the case may be, the signing and delivering to Buyer authorizations as may be required by jurisdictions to file all applications for such decisions and approvals. In no event shall Seller become or be required to become liable for payment of any costs or expenses in connection with the foregoing. Seller shall have no obligation to agree to or bind the Property to any development agreement, subdivision, plat or planned unit development, binding site plan, boundary line adjustment, dedication, easement, covenant, restriction, permit or any other decision, approval or item which in fact affects, binds or encumbers the Property prior to Close of Escrow nor may any grading, construction or similar activity (other than testing and sampling and surveying during the Contingency Period) occur on or prior to the Closing Date, and all such actions shall be expressly conditioned upon Buyer's acquisition of the Property and the Close of Escrow and affected post-closing. Buyer shall have no authority to apply for a change to the comprehensive plan or zoning designation of the Property without the prior written approval of seller in each instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

SELLER:

BUYER:
**CITY OF WHITE SALMON, a
Washington Municipal Corporation**

By: _____

By: _____

Date: _____

Title: Marla Keethler, its Mayor

Date: _____