



# White Salmon City Council Meeting

## A G E N D A

June 07, 2023 – 6:00 PM

119 NE Church Ave

Meeting ID: 824 1646 7719

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

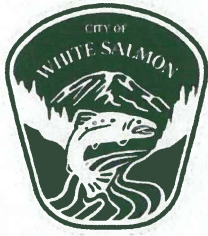
312-626-6799

Join Zoom Meeting: <https://us02web.zoom.us/j/82416467719>

- I. **Call to Order, Presentation of the Flag and Roll Call**
- II. **Changes to the Agenda**
- III. **Consent Agenda**
  - A. Resolution 2023-05-567 Declaring Surplus of Property
  - B. Approval of Task Order - Garfield Street Contract Engineering - Grey & Osborne (\$46,650)
  - C. Approval of Personal Services Contract - Structura Naturals, Inc (\$9,900)
  - D. Approval of Task Order - Public Works Board Applications for Water Improvements - Anderson Perry (\$7,500)
  - E. Approval of Meeting Minutes - Special Meeting April 27, 2023
  - F. Approval of Meeting Minutes - May 17, 2023 - Will be provided Monday 06.05.2023
  - G. Approval of Vouchers
- IV. **Public Comment** Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- V. **Presentations**
  - A. PRIDE Month Presentation
- VI. **Business Items**
  - A. Resolution 2023-06-566 Declaring Juneteenth
    - 1. Presentation and Discussion
    - 2. Action
  - B. Ordinance 2023-05-1142 Amending WSMC 13.16.096 Amending the Low-Income Utility Discount Program
    - 1. Presentation and Discussion
    - 2. Action
  - C. Ordinance 2023-06-1144 Amending WSMC 9.04 to Adopt RCW Chapter 69.50 and RCW Chapter 69.41
    - 1. Presentation and Discussion
    - 2. Action
  - D. Ordinance 2023-06-1145 Establishing Fees for City Owned EV Charging Stations
    - 1. Presentation and Discussion
    - 2. Action
- VII. **Reports and Communications**
  - A. Department Heads
  - B. Council Members
  - C. Mayor
- VIII. **Executive Session (if needed)**
- IX. **Adjournment**

**File Attachments for Item:**

A. Resolution 2023-05-567 Declaring Surplus of Property



Department Head: M.H.  
Clerk/Treasurer: [Signature]  
City Administrator: [Signature]  
Mayor: [Signature]

## CITY COUNCIL REPORT

### ☐ Business Item

### ☒ Consent Agenda

Needs Legal Review:

Yes

Meeting Date:

June 7, 2023

Agenda Item:

Resolution 2023-06-567 Declaring Surplus Property

Presented By:

Mike Hepner, Police Department

**Action Required:** Approve the surplus of thirteen tasers to vendor Accredited Security.

**Proposed Motion for Consent Agenda:** Move to adopt Resolution 2023-06-567 Declaring Surplus Property of thirteen outdated, unusable department tasers.

**Explanation of Issue:** The police department has tasers that are unusable that need to be disposed of. A vendor has been located that will purchase this equipment for scrap.

Items for surplus:

Model	Serial Number
X26	X00-185606
X26	X00-025764
X26	X00-157903
X26	X00-126800
X26	X00-157912
X26	X00-021911
X26	X00-021903
X26	X00-126668
X26	X00-126835
X26	X00-157928
X26	X00-021831
X26	X00-126831
X26	X00-021841

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

The value of each outdated taser is \$50.00, total value of \$650.00.

**Recommendation of Staff/Committee:** Staff recommends the City Council approve the request to surplus items, which will offset the expense of the new equipment.

**Follow Up Action:** No follow up action required.

**CITY OF WHITE SALMON, WASHINGTON  
RESOLUTION NO. 2023-06-567**

**A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON DECLARING  
SURPLUS PROPERTY IN THE CITY OF WHITE SALMON, WASHINGTON**

**WHEREAS**, the City of White Salmon is the owner of property described below; and

**WHEREAS**, the property described below is surplus to the City's needs and it would be in the best interest of the City of White Salmon to sell the property; and

**WHEREAS**, the City of White Salmon desires to scrap the surplus property as described to offset the expense of the new equipment approved for purchase in the 2023 Police Department Budget; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON,  
WASHINGTON, HEREBY RESOLVES:**

Section 1. The following property is hereby declared surplus to the City's needs and may be sold for scrap in the amount of \$650:

Model	Serial Number
X26	X00-185606
X26	X00-025764
X26	X00-157903
X26	X00-126800
X26	X00-157912
X26	X00-021911
X26	X00-021903
X26	X00-126668
X26	X00-126835
X26	X00-157928
X26	X00-021831
X26	X00-126831
X26	X00-021841

Section 2. The City Council of the City of White Salmon authorizes the above-described property to be scraped to reduce the cost to purchase new police equipment.

Section 3. The City of White Salmon authorizes the Police Chief to sign over the surplus property to the authorized dealer for payment towards the purchase of new police equipment.

**ADOPTED** by the City Council of the City of White Salmon, Washington and approved by its Mayor Pro Temp at regularly scheduled open public meeting thereof this 7<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Jason Hartmann, Mayor Pro Temp

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Porter, Clerk/Treasurer

\_\_\_\_\_  
Shawn MacPherson, City Attorney

**File Attachments for Item:**

B. Approval of Task Order - Garfield Street Contract Engineering - Grey & Osborne (\$46,650)



Department Head: AD  
Clerk/Treasurer: [Signature]  
City Administrator: [Signature]  
Mayor: \_\_\_\_\_

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

6/7/23

Agenda Item:

Approval of Task Order for Construction Engineering- Garfield

Presented By:

Andrew Dirks, PW Director

#### Action Required:

Approval of the presented Task Order related to Construction Administration on the Garfield Reconstruct TIB Project.

#### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Task Order from Gray and Osborne for Construction Administration on the Garfield Reconstruct TIB Project not to exceed \$46,650, contingent on approval from TIB.

#### Explanation of Issue:

Attached is the Construction Administration Task Order from Gray & Osborne for the Garfield Reconstruct TIB Project.

Grey and Osborne is our Transportation Engineer and as such will be facilitating the TIB funded Garfield Street Project.

Due to the tight timeframe of this project, Grey and Osborne recommended an increase in on oversight of the project to ensure it progresses and completes in a timely manner. Andrew Dirks agreed with this suggestion.

The Task Order presented shows \$46,650 total for construction engineering. The 2023 budget currently includes \$36,000 for engineering.

This request has been submitted to TIB for review and approval. If approval has not been received by June 7, 2023, council can approve the Task Order contingent on TIB approval.

#### Council Options:

City Council has the following options available at this time:

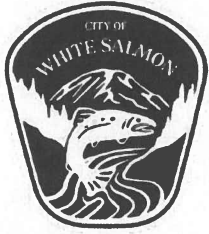
1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

#### Fiscal Analysis:

The Task Order presented shows \$46,650 total for construction engineering. The 2023 budget currently includes \$36,000 for engineering.

The City's TIB funding increased overall by \$46,000. They only allow 30% of construction cost to be reimbursed for engineering (design and construction). Due to the duration of this project, staff agrees that increasing the engineering cost and paying a portion of this out of city funds is the best option moving forward.





Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

A budget amendment will be necessary to reconcile both the increase in engineering cost and increase in overall funding. The increase in TIB funding will offset the increase in engineering cost. The actual increase in engineering cost is \$10,650, based on the \$36,000 currently accounted for in the 2023 budget.

**Recommendation of Staff/Committee:**

Staff recommends approval of the Task Order from Gray and Osborne for Construction Administration on the Garfield Reconstruct TIB Project not to exceed \$46,650, contingent on approval from TIB.

**Follow Up Action:**

If approved, construction can proceed on June 15<sup>th</sup>, 2023, with a completion deadline of August 15<sup>th</sup>, 2023.





# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-E-936(008)-1	PROJECT PHASE (check one) <input type="checkbox"/> Design <input checked="" type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION NW Garfield Avenue Reconstruction of Garfield Avenue from West Jewett Boulevard (SR 141) to NW Washington Street.	
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144	
<b>AGREEMENT TYPE (check one)</b>	
<input type="checkbox"/> LUMP SUM \$ _____ <input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 186% OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate 42% FIXED FEE \$5,494.00 <input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE December 31, 2025	MAXIMUM AMOUNT PAYABLE \$46,650.00

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June 2023, between the City of White Salmon, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



## Transportation Improvement Board (TIB) Consultant Agreement

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

### VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

### III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

### IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

### VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.



## Consultant Agreement

### IX

#### TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



## Transportation Improvement Board (TIB) Consultant Agreement

### X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

### XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

### XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

#### Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

### XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)  
**Consultant Agreement**

**XVII  
 CERTIFICATION OF THE  
 CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
 COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX  
 EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
 ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
 TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Michael B. Johnson  
 Michael B. Johnson, P.E., President

By \_\_\_\_\_  
 Maria Keethler, Mayor, City of White Salmon

Consultant Gray & Osborne, Inc.

City of White Salmon \_\_\_\_\_



## EXHIBIT A-1 Certification of Consultant

Project No. 6-E-936(008)-1	City/County City of White Salmon
-------------------------------	-------------------------------------

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

6/1/23

Date

Signature

## Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City White Salmon, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature





## **EXHIBIT B-1**

### **Scope of Work**

Project No.

6-E-936(008)-1

Describe the Scope of Work

#### **Project Description**

The City of White Salmon, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to improve NW Garfield Avenue from West Jewett Boulevard (SR 141) to NW Washington Street, an approximate length of 0.13 miles. The project includes the following work items: excavation, crushed surfacing placement, hot mix asphalt placement, pavement grinding, pavement removal, curb and gutter, concrete sidewalk and driveway, and stormwater improvements all in accordance with the Contract Plans and Specifications provided by the Agency and designed by others. The Contract Documents provide for a 2-inch depth grind and HMA overlay along NW Garfield Avenue from NW Lincoln Street to NW Washington Street and roadway reconstruction from West Jewett Boulevard (SR 141) to NW Lincoln Street, consisting of 3-inch HMA placement on 11 inches of crushed rock (3-inch CSTC over 8-inch CSBC). A compact roundabout will be constructed at the intersection of West Jewett Boulevard (SR 141) and NW Garfield Avenue.

#### **Construction Engineering Services**

This scope of work includes construction engineering services for the project, further described as follows:

1. Provide project management to include management of engineering resources, risk management assessment, monitoring of Contractor's compliance with schedule, and assist City and TIB coordination during construction phase of project.
2. Assist in contract execution (Contractor and City) and issue formal Notice to Proceed.
3. Provide construction survey staking in compliance with the Contract Documents.
  - a. For the purposes of this agreement, it is assumed that the Consultant will provide the following survey stakes:
    - i. Clearing limit with references to subgrade.
    - ii. Offset stakes to storm drainage structures.
    - iii. Offset stakes for curbing.
  - b. It is assumed that construction staking can be sequenced by the Contractor such that staking can be performed in 3 days of on-site time by survey crew personnel.
  - c. It is further assumed that the City will provide to the Consultant electronic (AutoCAD) files of the final design for use in calculating survey staking points.
  - d. Additional staking as requested by the Contractor or as may be required to complete the project will be negotiated as an extra cost.
4. Conduct preconstruction conference meeting with the City and the Contractor. Prepare agenda and meeting minutes and distribute minutes to all attendees. At the discretion of the Engineer, the preconstruction conference meeting may be held virtually via Zoom.





5. Conduct construction progress meetings with the City and the Contractor on an as-needed basis. Prepare agenda and meeting minutes and distribute minutes. For the purposes of this agreement, it is assumed that two construction meetings will be held virtually via Zoom.
6. Provide support from office to include material submittal review, correspondence, review and processing of monthly pay estimates (two pay estimates are assumed), teleconferences and other items to support Contractor inquiries and field activities.
7. Assist the City in negotiation of change orders as may be applicable. This work does not include work caused by changed conditions encountered onsite, additional design work, or items of work related to new design.
8. Provide Contractor with timely interpretation of contract document language as may be requested. Answer Contractor's requests for information (RFIs).
9. Assist the City in preparing project closeout paperwork in compliance with state law and TIB requirements.
10. Provide on-site inspection support services to assist the City with witnessing and documenting the Contractor's compliance with contract requirements to include methods, equipment, and materials. This scope of work and resulting maximum amount payable is based on providing part-time inspection services for up to 202 hours of construction as provided for under the City's construction contract. An amendment to this Agreement shall be executed to reimburse the Engineer for inspection and engineering time required beyond these limits.

Documents to be Furnished by the Consultant

1. TIB Construction Completion UCE (prepared by Consultant, executed by Agency)
2. Inspection Documentation
  - a. Inspector's Daily Reports
  - b. Weekly Quantity Report
3. Final Contract Voucher Certification form



## **EXHIBIT C-2**

### **Payment**

### **(Cost Plus Fixed Fee)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

#### **A. Actual Costs**

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

##### **1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

##### **2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

##### **3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

##### **4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Transportation Improvement Board (TIB)  
**Consultant Agreement**

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. Final Payment**

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Michael Meskimen, P.E.					Date June 1, 2023	
Project NW Garfield Avenue						
<b>Direct Salary Cost (DSC)</b>						
<b>Classification</b>	<b>Man Hours</b>		<b>Rate</b>		<b>Cost</b>	
Principal-In-Charge	4	x	\$46 to \$75	=	\$228	
Project Manager	28	x	\$42 to \$75	=	\$1,260	
Project Engineer	28	x	\$38 to \$57	=	\$1,120	
Field Inspector	202	x	\$30 to \$56	=	\$7,676	
Professional Land Surveyor	16	x	\$38 to \$61	=	\$848	
Survey Crew (2 Person)	30	x	\$55 to \$94	=	\$1,950	
<b>TOTAL DSC</b>					<b>\$13,082</b>	
<b>OVERHEAD (OH Cost including Salary Additives)</b>						
<b>OH Rate x DSC or 186% x \$13,082</b>					<b>\$24,333</b>	
<b>FIXED FEE (FF)</b>						
<b>FF Rate x DSC or 42% x \$13,082</b>					<b>\$5,494</b>	
<b>REIMBURSABLES</b>						
<b>Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.</b>					<b>\$3,741</b>	
<b>SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)</b>					<b>\$0</b>	
<b>GRAND TOTAL</b>					<b>\$46,650</b>	



**EXHIBIT D-2**  
**Consultant Fee Determination Summary Sheet**  
(Specific Rates of Pay)  
**FEE SCHEDULE**

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20-\$54	\$37.20-\$100.44	\$8.40-\$22.68	\$65.60-\$177.12
Electrical Engineer	\$38-\$69	\$70.68-\$128.34	\$15.96-\$28.98	\$124.64-\$226.32
Structural Engineer	\$36-\$67	\$66.96-\$124.62	\$15.12-\$28.14	\$118.08-\$219.76
Environmental Tech./Specialist	\$28-\$52	\$52.08-\$96.72	\$11.76-\$21.84	\$91.84-\$170.56
Engineer-In-Training	\$30-\$55	\$55.80-\$102.30	\$12.60-\$23.10	\$98.40-\$180.40
Civil Engineer	\$35-\$55	\$65.10-\$102.30	\$14.70-\$23.10	\$114.80-\$180.40
Project Engineer	\$38-\$57	\$70.68-\$106.02	\$15.96-\$23.94	\$124.64-\$186.96
Project Manager	\$42-\$75	\$78.12-\$139.50	\$17.64-\$31.50	\$137.76-\$246.00
Principal-in-Charge	\$46-\$75	\$85.56-\$139.50	\$19.32-\$31.50	\$150.88-\$246.00
Resident Engineer	\$38-\$58	\$70.68-\$107.88	\$15.96-\$24.36	\$124.64-\$190.24
Field Inspector	\$30-\$56	\$55.80-\$104.16	\$12.60-\$23.52	\$98.40-\$183.68
Field Survey Crew (2 Person)	\$55-\$94	\$102.30-\$174.84	\$23.10-\$39.48	\$180.40-\$308.32
Field Survey Crew (3 Person)	\$91-\$130	\$169.26-\$241.80	\$38.22-\$54.60	\$298.48-\$426.40
Professional Land Surveyor	\$38-\$61	\$70.68-\$113.46	\$15.96-\$25.62	\$124.64-\$200.08
Secretary/Word Processor*	N/A	N/A	N/A	N/A

\* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**EXHIBIT E-1**  
**Breakdown of Overhead Cost**

**GRAY & OSBORNE**

**COMPUTATION OF OVERHEAD MULTIPLIER**

Federal, State, and Local Taxes .....	21.2%
Insurance and Medical .....	23.0%
Professional Development and Education .....	0.6%
Sick Leave, Vacations and Holidays .....	14.2%
Administration (Typing, CADD, GIS, Computer)** .....	37.2%
Rent, Utilities, and Depreciation.....	19.0%
Office Expenses, Support and Maintenance .....	5.1%
Travel .....	2.0%
Retirement and Incentive Program .....	63.4%
Facilities Cost of Capital.....	0.3%

**TOTAL: .....186.0%**

\*\*Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.





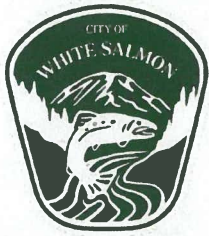
## **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None.

**File Attachments for Item:**

C. Approval of Personal Services Contract - Structura Naturals, Inc (\$9,900)



Department Head:	<u>T.R.</u>
Clerk/Treasurer:	<u>T.R.</u>
City Administrator:	<u>T.R.</u>
Mayor:	_____

## COUNCIL REPORT

☐

**Business Item**

☒

**Consent Agenda**

Needs Legal Review:

No

Meeting Date:

June 7, 2023

Agenda Item:

Professional Services Contract with Structura Naturalis, Inc  
– c/o Michael W. Mehaffy, Owner

Presented By:

Troy Rayburn, City Administrator

### Action Required:

Approve Professional Services Agreement relating to retaining Michael W. Mehaffy, owner of Structura Naturalis, Inc., a professional land use planning consulting business, to undertake and finish the City of White Salmon's Affordable Housing Action Plan and related work.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor Pro Temp to sign Professional Services Agreement with Structura Naturalis, Inc. to complete the Housing Action Plan and related work, in an amount not to exceed \$9,900.

### Explanation of Issue:

The city's principal planner recently left city employment. Mr. Michael Mehaffy's qualifications were brought to the mayor's attention. The mayor & city administrator met twice with Mr. Mehaffy. After a review of Mr. Mehaffy's extensive qualifications and conversations with him, it is believed that he possesses a comprehensive skill set to quickly jump-in and pick-up the remaining work to finalize the city's Housing Action Plan and associated tasks.

### Council Options:

City Council has the following options available at this time:

1. Accept staff recommendation.
2. Revise staff recommendation.
3. Other action as desired by council.

### Fiscal Analysis:

The City has received a grant for \$25,000 to complete a Housing Action Plan. The \$9,900 will be reimbursed by this grant, assuming the timeline is adhered to.

Staff is in discussion with the Department of Commerce for consideration of extending the grant contract timeline for adoption.

### Recommendation of Staff:

Staff recommends the council authorize the Mayor Pro Temp to approve and sign the Attached Professional Services Agreement.

# PROFESSIONAL SERVICES AGREEMENT

BETWEEN  
THE CITY OF WHITE SALMON, WASHINGTON  
AND  
STRUCTURA NATURALIS, INC.

THIS AGREEMENT is made by and between the City of White Salmon, a Washington municipal corporation (the "City"), and Structura Naturalis, Inc (c/o Michael W. Mehaffy), a Washington based private business (the "Consultant").

## RECITALS

WHEREAS, the City is presently desires that the Consultant perform services necessary to provide the following work and associated deliverables, in addition to consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Fees**, and **Exhibit B – Long -Term Planning Consultant Scope**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

## TERMS

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A and Exhibit B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, **not to exceed \$9,900.00** for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A** shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services

have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

**3. Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be **completed by June 29, 2023**; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

**4. Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

**5. Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

**6. Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**7. Indemnification.**

- A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

- A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:
1. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.
- E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
  2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will

not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**9. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges, therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

**10. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**11. Records.**

- A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with



reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

- B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.
- C. The provisions of this section shall survive the expiration or termination of this Agreement.

**12. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**13. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

**14. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the

City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**15. Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
Structura Naturalis, Inc.  
PO Box 2579  
White Salmon, WA 98672

CITY:  
City of White Salmon  
PO Box 2139  
White Salmon, WA 98672

**16. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

**17. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the City of White Salmon if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

CONSULTANT: Structura Naturalis, Inc.

CITY OF WHITE SALMON

By: \_\_\_\_\_  
Michael W. Mehaffy (Owner)

By: \_\_\_\_\_  
Jason Hartmann, Mayor Pro Temp



May 26, 2023

Mayor Marla Keethler  
City Administrator Troy Rayburn  
City of White Salmon, Washington

Dear Mayor Keethler and Administrator Rayburn,

Thank you very much for the opportunity to develop a framework proposal for the City of White Salmon's Final Action Report for the Housing Action Plan. As we discussed, this is clearly a critical need for the city, as it is for many other cities today. Following are the proposed tasks, timelines and budgets (hours and rate with not-to-exceed caps). I welcome your comments and suggested revisions.

**TASK 1:** Research, review documents, provide a memorandum of initial conclusions / recommendations.  
**TIMELINE:** By June 7<sup>th</sup>. **BUDGET:** 8 hours @ \$225.00/HR, \$1,800.00 NTE.

**TASK 2:** City Council presentation and work session. Present initial recommendations, solicit comments.  
**TIMELINE:** On June 7<sup>th</sup>. **BUDGET:** 2 hours @ \$225.00/HR, \$450.00 NTE.

**TASK 3:** Prepare survey of public preferences and concerns on actions for the Housing Action Plan.  
**TIMELINE:** By June 14<sup>th</sup>. **BUDGET:** 4 hours @ \$225.00/HR, \$900.00 NTE.

**TASK 4:** Prepare, hold public meeting to present options, gather input, explore alternatives.  
**TIMELINE:** On June 14<sup>th</sup>. **BUDGET:** 4 hours @ \$225.00/HR, \$900.00 NTE.

**TASK 5:** Prepare Final Action Report for Housing Action Plan, incorporating public involvement data.  
**TIMELINE:** By June 21<sup>st</sup>. **BUDGET:** 32 hours @ \$225.00/HR, \$7,200.00 NTE.

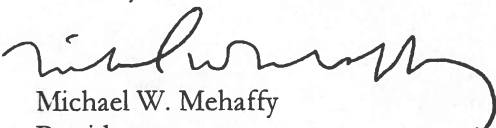
**TASK 5:** Present Final Action Report and timeline for programs and actions to City Council.  
**TIMELINE:** on June 21<sup>st</sup>. **BUDGET:** 2 hours @ \$225.00/HR, \$450.00 NTE.

**TOTAL:** 44 hours @ \$225/HR, \$9,900.00 NTE. Invoice monthly (net 30 days) with timesheet of hours and tasks, broken down by quarter-hour. Deliver document(s) in PDF. (No expenses anticipated.)

This is ambitious by end of June, but I think doable, if we aim for the two Council meetings on June 7<sup>th</sup> and 21<sup>st</sup>, and a public involvement workshop in the week between them.

I look forward to discussing this as needed – and if desired, moving ahead!

Sincerely,



Michael W. Mehaffy  
President

## Long-Term Planning Consultant Scope

### Areas of Focus:

- Generate Final Action Report to culminate Housing Action Plan efforts (see below)
- Provide guidance/recommendation on specific code changes to our Zoning and residential development ordinances to decrease barriers and encourage development of diverse housing opportunities
- Support presentations to PC, Council and public related to code revision recommendations
- Consult/advise on merits of transitioning to Form-Based Code approach for residential and/or commercial development in town.

### Housing Action Plan: Final Action Report – Key Components

*Red text calls out actions taken so far by city*

#### Evaluation and Development of Policies and Tools for Increasing Housing Diversity

Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above. Within urban growth area boundaries, develop strategies to accommodate moderate density housing options.

- *Reference Appendix B from Urbanization Study; plan was approved by council but as of yet no strategic plan for approaching or prioritizing these identified targets.*

Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment

- *Strengthened MH Zone code after 2020 eviction/closure of Washington Street Mobile Home Community*
- *Proposed relocation assistance requirements but were prevented from pursuing due to status as non-GMA county*
- *Consider partnering with local banks/funders or CGCC for WS-based workshops around preparing for homeownership, understanding state tenant/landlord laws, etc. to empower more residents in understanding their rights and programs available for assistance?*

Review strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations

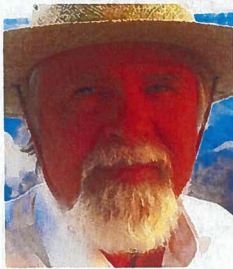
- *Designation of ARPA funding to acquire land to be developed into affordable home ownership opportunity in partnership with local housing authority*
- *Established relationship with local private non-profit Big River Land Trust*
- *Consideration of using additional public lands for affordable housing partnership opportunities*
- *Support for county-led assisted living facility project just outside of city limits; new infrastructure being constructed (Main St. Booster Pump Station) that will better prepare that area and other developable land for anticipated development.*



Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts

- Strengthened MH Zone code after 2020 eviction/closure of Washington Street Mobile Home Community
  - Proposed relocation assistance requirements but were prevented from pursuing due to status as non-GMA county
  - Implementing broader low-income reduced rate program for utility charges (water/wastewater)
  - Revisiting city policies regarding septic/sewer policies for residents in housing that uses septic or STEP within city limits
  - Received CDBG to assist in housing rehabilitation projects to keep low-income homeowners in their homes and allow them to provide for upgrades/maintenance to
-

## MICHAEL MEHAFFY, Ph.D.



Dr. Mehaffy has over 35 years of international industry-leading experience as an urban planner and designer, strategic development consultant, entitlement and public involvement specialist, and development executive. Through his consultancy incorporated in 1993, Dr. Mehaffy has consulted for businesses, NGOs, and local, regional and national governments, and served as an owner and development executive, with an emphasis on implementation and “getting it built.” His projects have included new cities, towns and neighborhoods as well as buildings.

Among his notable industry-leading projects are Orenco Station, a \$200 million walkable mixed-use district on Portland's light rail line, for which he served as development executive and project manager for the master developer. He was also Education Director for the Prince of Wales’ (now King Charles III’s) built environment foundation, The Prince’s Foundation, where he consulted on a number of pioneering UK projects including Poundbury and Nansledan. He was also a consultant to UN-Habitat for language in its pioneering international agreement, the New Urban Agenda. He also did leading work for the Unified New Orleans Plan, the post-Katrina recovery planning project involving extensive infrastructure, civil, economic, and public involvement processes.

Reflecting his professional leadership, Dr. Mehaffy has also held teaching and/or research appointments at eight graduate institutions in seven countries, including Arizona State University, where he teaches a well-regarded online course in urban planning. He is on the editorial boards of four international journals of urban design, and is author or co-author of over twenty books.

Dr. Mehaffy holds a Ph.D. in architecture from Delft University of Technology (ranked #3 in the QS World University Rankings of all architecture programs). His prior graduate studies also included business administration and public affairs at the University of Texas at Austin, and architecture and urban planning at the University of California, Berkeley. His undergraduate degree was at The Evergreen State College in Olympia, where he also interned in architecture.

Selected Large Projects:	2021-Present	Lewis and Clark Ranch, subarea, development standards and zoning regulations for 7,700 acre mixed-use urban extension of West Richland, WA, with approx. 45,000 homes and 3.5 million SF of commercial and industrial at buildout. (With BERK and Qamar and Associates.) Client: City of West Richland.
	2021-Present	Croman Mill, master plan, mixed-use zoning and form-based code for 63-acre mixed-use brownfield redevelopment of a former timber mill in Ashland, OR, including affordable and workforce housing. Client: Townmakers LLC.
	2019-Present	The Canals of Ellensburg, WA, master planning, strategic planning, entitlement, new mixed-use zoning and form-based codes for 220-acre mixed-use site with 1,220 homes and 200,000 SF of commercial and industrial. (With Qamar and Associates.) Client: Canals of Ellensburg LLC.
	2012-Present	Vista Field, masterplanning, urban design and strategic consulting for 103-acre redevelopment of a former airport site in Kennewick, WA. (With DPZ CoDesign, Parametrix, and Qamar and Associates) Client: Port of Kennewick.

Education:	2011-2015	Delft University of Technology, Ph.D. in architecture (urban design)
	1981-82	University of California at Berkeley, Masters program, architecture and planning
	1979-81	University of Texas at Austin, Graduate School, business, economics, and public affairs
	1978	Bachelor of Arts, The Evergreen State College, Olympia WA

### Testimonials (references on request):

*“Michael, I also appreciate the excellent work you and your team are accomplishing. I have heard nothing but extremely positive comments from the public on your work. Thank you.” - Skip Novakovich, LTC, USA, (Ret), Port of Kennewick Commission*

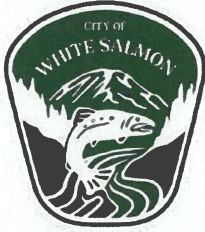
*“Michael's ultimate skill is in getting things done. It's one thing to sustain a conversation; converting wind to action is a different science.” - Tom Walsh, former TriMet General Manager; co-owner, Walsh Development Company*

*“He is a highly experienced professional, with a strong background and reputation in project management, and considerable skill in dealing with clients; his maturity, honesty, and pleasant manner, and his willingness to listen carefully, are invaluable.” - Christopher Alexander, architect, author of A Pattern Language*

**File Attachments for Item:**

D. Approval of Task Order - Public Works Board Applications for Water Improvements - Anderson Perry (\$7,500)





Department Head: AD  
Clerk/Treasurer: AP  
City Administrator: T.R.  
Mayor: JK

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:

No, unnecessary

6/7/23

Approval of Task Order for PWB Funding

Andrew Dirks, PW Director

### Action Required:

Approval of the presented Task Order related to compiling Public Works Board (PWB) Construction Loan applications for two projects: 1) Buck Creek Water Treatment Plant (WTP) Roof Restoration and Improvements and 2) Transmission Main Replacement Phase II - sub phase Manifold to top of Bald Mountain curves project.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Task Order from Anderson Perry & Associates for PWB funding applications for the Buck Creek Water Treatment Plant (WTP) Roof Restoration and Improvements and the Transmission Main Replacement Phase II - sub phase Manifold to top of Bald Mountain curves project in an amount not to exceed \$7500.

### Explanation of Issue:

Attached is the PWB loan application Task Order from Anderson Perry for the Buck Creek Water Treatment Plant (WTP) Roof Restoration and Improvements and the Transmission Main Replacement Phase II - sub phase Manifold to top of Bald Mountain curves project.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

The money for this is available in the Water Fund. These applications will help provide funding for necessary water infrastructure project identified in the Water System Plan Update.

### Recommendation of Staff/Committee:

Staff recommends approval of the Task Order from Anderson Perry & Associates for PWB funding applications for the Buck Creek Water Treatment Plant (WTP) Roof Restoration and Improvements and the Transmission Main Replacement Phase II - sub phase Manifold to top of Bald Mountain curves project in an amount not to exceed \$7500.

### Follow Up Action:

If approved, applications will be submitted to the Public Works Board by midnight, Friday, July 7, 2023.

**TASK ORDER**  
**PWB Applications for Water System Improvements - 2023**

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

**Scope of Work:**

This scope of work consists of compiling Public Works Board (PWB) Construction Loan applications for two projects: 1) Buck Creek Water Treatment Plant (WTP) Roof Restoration and Improvements and 2) Transmission Main Replacement Phase II – subphase Manifold to top of Bald Mountain curves project. Both projects need of financing. Applications are due midnight, Friday, July 7, 2023.

**Consulting Services:**

- A. The Consultant will prepare PWB applications for the Buck Creek WTP Roof Restoration and Improvements and 2) Transmission Main Replacement Phase II using Zoom Grants. Services include compiling a PWB EZ-1/Project Review form to address potential cultural impacts of the proposed improvements.
- B. The Owner will provide the Consultant with financial and other miscellaneous information needed for the funding applications and signatures of responsible City officials on the required forms. Final submission of the completed applications shall be the responsibility of the Owner.

**Compensation:**

The Owner will compensate the Consultant for performing "Consulting Services" on a time and materials basis, plus direct reimbursable expenses not to exceed \$7,500, per the Consultant's current Hourly Fee Schedule (attached), unless authorized by the Owner.

This Task Order is executed on the date shown below.

Owner: City of White Salmon

Consultant: Anderson Perry & Associates, Inc.

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Jake Hollopeter, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 6-1-23



## 2023 HOURLY FEE SCHEDULE

Effective January 1, 2023

### PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician I .....\$ 70.00	Engineering Technician I ..... \$110.00	Archaeological Technician I.....\$ 70.00
Technician II .....\$ 80.00	Engineering Technician II ..... \$115.00	Archaeological Technician II.....\$ 75.00
Technician III .....\$ 85.00	Engineering Technician III ..... \$120.00	Staff Archaeologist I.....\$ 85.00
Technician IV .....\$ 90.00	Engineering Technician IV ..... \$125.00	Staff Archaeologist II.....\$ 90.00
Technician V .....\$100.00	Engineering Technician V ..... \$130.00	Project Archaeologist I.....\$ 95.00
Technician VI .....\$105.00	Project Engineer I ..... \$135.00	Project Archaeologist II.....\$100.00
Technician VII.....\$110.00	Project Engineer II ..... \$145.00	Senior Archaeologist I .....\$105.00
Senior Technician I .....\$115.00	Project Engineer III ..... \$150.00	Senior Archaeologist II .....\$140.00
Senior Technician II .....\$120.00	Project Engineer IV ..... \$165.00	
Senior Technician III .....\$125.00	Project Engineer V ..... \$170.00	<b>PROJECT REPRESENTATIVES</b>
Senior Technician IV .....\$130.00	Project Engineer VI ..... \$175.00	Project Representative I .....\$100.00
Senior Technician V .....\$140.00	Project Engineer VII ..... \$180.00	Project Representative II .....\$105.00
Senior Technician VI.....\$145.00	Senior Engineer I ..... \$190.00	Project Representative III.....\$110.00
Senior Technician VII.....\$150.00	Senior Engineer II ..... \$195.00	Project Representative IV .....\$115.00
Senior Technician VIII.....\$160.00	Senior Engineer III ..... \$200.00	
Senior Technician IX.....\$180.00	Senior Engineer IV ..... \$205.00	<b>OVERTIME</b>
Senior Technician X.....\$195.00	Senior Engineer V ..... \$210.00	Overtime Surcharge .....\$ 35.00
	Senior Engineer VI ..... \$215.00	
	Senior Engineer VII ..... \$225.00	
	Senior Engineer VIII ..... \$235.00	

### SURVEYORS, EQUIPMENT, AND OTHER

Survey Technician I .....\$ 75.00	Professional Land Surveyor II .. \$155.00	Resource Grade GPS .....\$ 25.00
Survey Technician II .....\$ 80.00	Professional Land Surveyor III . \$165.00	Electrofischer .....\$ 30.00
Survey Technician III .....\$ 95.00	Professional Land Surveyor IV . \$175.00	Unmanned Aircraft System
Survey Crew Chief I .....\$105.00	Professional Land Surveyor V .. \$185.00	(UAS/Drone) .....\$ 50.00
Survey Crew Chief II .....\$110.00	GPS Total Station ..... \$ 45.00	GIS RTK GPS/GNSS Unit.....\$ 35.00
Survey Crew Chief III .....\$120.00	Robotic Survey Station ..... \$ 35.00	Procore Project Management
Survey Crew Chief IV .....\$155.00	Total Station ..... \$ 30.00	Software (\$/Month/\$1M
Professional Land Surveyor I ....\$145.00	ATV (4-hour minimum) ..... \$ 35.00	Construction Project Cost)...\$110.00

### OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.655 per mile for standard highway vehicles as of January 1, 2023. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

### OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around January 1.

G:\APDocs\Fee Schedules\2023\Hourly Fee Schedule.docx

**File Attachments for Item:**

E. Approval of Meeting Minutes - Special Meeting April 27, 2023



**DRAFT**  
**CITY OF WHITE SALMON**  
**Special City Council Meeting – Thursday, April 27, 2023**  
**In Person and Via Zoom Teleconference**

**Council and Administrative Personnel Present**

**Council Members:**

Ben Giant  
Patty Fink  
Jason Hartmann  
Jim Ransier  
David Lindley

**Staff Present:**

Andrew Dirks, Public Works Director  
Marla Keethler, Mayor  
Stephanie Porter, Clerk Treasurer  
Troy Rayburn, City Administrator  
Shawn MacPherson, City Attorney

**I. Call to Order and Roll Call**

Mayor Marla Keethler called the meeting to order at 6:00p.m. There were no members of the public in attendance in person and via teleconference.

**Moved by Ben Giant. Seconded by Jason Hartmann.**

**Motion to excuse Jim Ransier from the Special Council Meeting on April 27, 2023.**

**CARRIED 4-0**

**II. Public Comment**

No public comment.

**III. Business Items**

**A. Approval of Employment Contract - Public Works Director**

City Council was presented the negotiated employment contract for the Public Works Director position offered to Andrew Dirks.

Council Members and Administration discussed the qualifications of Andrew Dirks.

**Moved by Jason Hartmann. Seconded by Patty Fink.**

**Motion to approve the Employment Contract with Andrew Dirks for the Public Works Director position.**

**CARRIED 4-0**

**IX. Adjournment**

The meeting was adjourned at 6:10p.m.

---

Jason Hartmann, Mayor Pro Temp

---

Stephanie Porter, Clerk Treasurer

**File Attachments for Item:**

**A. Resolution 2023-06-566 Declaring Juneteenth**

- 1. Presentation and Discussion**
- 2. Action**



**CITY OF WHITE SALMON**

**RESOLUTION NO. 2023-06-566**

**A RESOLUTION PROCLAIMING JUNE 19, 2023, AS JUNETEENTH  
INDEPENDENCE DAY IN THE CITY OF WHITE SALMON.**

**WHEREAS**, Juneteenth commemorates the day on June 19, 1865, when African slaves in Texas were told by Major General Gordon Granger that their 246 years of slavery had ended; and

**WHEREAS**, the abolishment of slavery throughout the U.S. had actually taken place some two and a half years earlier when President Abraham Lincoln enacted the Emancipation Proclamation on January 1, 1863, but resistance to his Executive Order and continued conflict significantly delayed the freedom of slaves; and

**WHEREAS**, a year after Major Granger's announcement, on June 19, 1866, the freed African American men and women in Texas held the first "Juneteenth" or African American Independence Day celebration, which would later spread to all corners of the country; and

**WHEREAS**, Juneteenth is the oldest known celebration commemorating the ending of slavery in the United States and 42 states, including Washington State, have recognized Juneteenth as a state holiday or holiday observance since 1979; and

**WHEREAS**, the City of White Salmon recognizes the history of African-Americans, the obstacles African Americans have and continue to face, and values their heritage, culture, and contributions to society; and

**WHEREAS**, in the spirit of this 158<sup>th</sup> Anniversary of Juneteenth, let us all be reminded that this celebration is also an opportunity to educate all people, and reflect on our history; and

**WHEREAS**, the City of White Salmon strives to be a safe and inclusive and welcoming community for all, choosing to willingly engage in difficult conversations, participate in active listening about institutional racism, and taking action to address bias and injustice within our own systems;

**NOW, THEREFORE, BE IT RESOLVED**, the City of White Salmon Mayor and City Council do hereby proclaim June 19, 2023 as Juneteenth Independence Day in the City of White Salmon. All residents and visitors are welcome to join the City of White Salmon Government in celebrating Juneteenth and urge all people to embrace the occasion and pause to reflect on the privileges of freedom.

PASSED by the City Council of the City of White Salmon, Washington. Dated this 7<sup>th</sup> day of June, 2023.

**CITY OF WHITE SALMON, WASHINGTON**

\_\_\_\_\_  
**Jason Hartmann, Mayor Pro Temp**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stephanie Porter, Clerk/Treasurer**

\_\_\_\_\_  
**Shawn MacPherson, City Attorney**

**File Attachments for Item:**

**B. Ordinance 2023-05-1142 Amending WSMC 13.16.096 Amending the Low-Income Utility Discount Program**

**1. Presentation and Discussion**

**2. Action**



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: JK

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

June 7, 2023

Agenda Item:

Ordinance 2023-05-1142 Amending WSMC 13.16 Low-Income Utility Discount

Presented By:

Troy Rosenburg, Deputy Clerk and Stephanie Porter, Clerk/Treasurer

#### Action Required:

Review proposed Ordinance 2023-06-1142 amending the current low-income utility code to expand the eligible resident base and provide recommendation.

#### Motion for Business Item / Proposed Motion for Consent Agenda:

If desired by council, a Motion to Adopt Ordinance 2023-06-1142 Amending WSMC 13.16 Low-Income Discount may be brought forward. However, staff is anticipating discussion rather than action at this meeting.

#### Explanation of Issue:

The City Council has expressed a desire to see an expansion of the current Low-Income Utility Discount program, currently only available to Senior and Disabled Residents.

The proposed ordinance includes the following discount rates applicable for water and sewer utility base fees only:

- 25% discount for any household making less than 80% of the median household income of Klickitat County
- 50% discount for Senior and disabled households making less than 50% of the median household income of Klickitat County

#### Council Options:

City Council has the following options available at this time:

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

#### Fiscal Analysis:

Currently, we are only able to estimate the implications of a full Low-Income Discount Program. The attached spreadsheets show an estimate of 52 households, which is based on a doubling of the current Senior/Disabled Low-Income program which has 26 active accounts.

After the first year, staff would like council to consider limiting the application period to January 1 – April 30 in order to have time to adjust each year's budget projections if the discounts approved exceed the estimation.

---

The application period for 2023 will remain open and will be reviewed in November for budget implications.

We have also included a “budget worst case” that would also be a “program best case” if the program is being utilized to its full capacity of how much revenue could be affected based on the census data for Klickitat County and the current active utility accounts for water and sewer.

**Follow Up Action:**

Staff will investigate any recommendation made by the council.

**CITY OF WHITE SALMON  
ORDINANCE NO. 2023-06-1142**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, AMENDING WHITE SALMON MUNICIPAL CODE 13.16.095 – 13.16.101, LOW-INCOME SENIOR AND DISABLED RESIDENTS DISCOUNT PROGRAM, REPEALING SECTIONS AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of White Salmon has an annual increase to the utility rates due to estimated \$45 million dollars in necessary water and wastewater infrastructure improvements; and

**WHEREAS**, the City of White Salmon currently offers a Low-Income Utility Discount to Senior and Disabled Residents; and

**WHEREAS**, the City Council recognizes the hardship utility rate increase can be for all Low-Income utility users; and

**WHEREAS**, the City Council desires to offer these reductions to offset utility rate increases and provide more equity to disproportionately affected households;

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

The City Council of the City of White Salmon do ordain that the following amendments be made to White Salmon Municipal Code Chapter 13.16:

**SECTION 1 – Amendment to WSMC 13.16.095 – 13.16.101**

Sections 13.16.095 – 13.16.101 is hereby repealed and amended to read:

Key: Underlined = added language  
~~Strikethrough~~ = deleted language

**13.16.095 Police Policy for discounts established.**

Provision for discounts to the billings for water and wastewater utility services for ~~certain~~-low-income ~~senior or low-income disable citizens~~ households is adopted in order to provide necessary support for such ~~individuals~~ households. Such reductions are intended to offset rate increases.

**13.16.096 Low-Income Senior ~~Citizen~~ Resident Utility Discount Qualifications.**

~~To qualify for the discount, a low-income senior citizen shall show satisfactory proof that he or she meets all of the following criteria:~~

**A. For the purposes of implementing water and sewer utility rate reductions under the provisions of this section, “Low Income Senior Resident” shall meet the following criteria:**

1. Is sixty-two years of age or older;
2. Has an annual household income of ~~seventy-five~~ **eighty** percent **(80%)** or less than the medium family income for Klickitat County as provided by the Department of Housing and Urban Development;
3. Is a single occupant or the head of a household or the spouse of the head of the household;
4. Resides in the dwelling unit as the applicant’s primary residence and does not rent the residence during the applicant’s absence; and
5. Is billed or is the spouse of a person billed by the water and wastewater utility.

**B. Applicants shall verify such information to the satisfaction of the city and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined, by the city.**

**13.16.097 Low-Income Disabled ~~Citizen~~ Resident Utility Discount Qualifications.**

**~~To qualify for the discount, a low-income disabled citizen shall show satisfactory proof that he or she meets all of the following criteria:~~**

**A. For the purposes of implementing water and sewer utility rate reductions under the provisions of this section, “Low Income Senior Resident” shall meet the following criteria:**

- 1. For purposes of this chapter, the following person are defined as disabled:**
  - i. A person who has qualified and received special parking privileges under RCW 46.19.381(1(a) through 46.19.381(1)(g).**
  - ii. A blind person as defined in RCW 74.18.020(4).**
  - iii. A person who has a development disability as defined in RCW 71A.10.020(3).**
  - iv. A person who is gravely disabled as a result of a mental disorder as defined in RCW 71.05.020(16).**



- v. **A person who has qualified and receives social security benefits due to disability; and**
- B. Has an annual household income of ~~seventy-five~~ **eighty** percent **(80%)** or less than the medium family income for Klickitat County as provided by the Department of Housing and Urban Development; and
- C. Is a single-occupant or the head of a household or the spouse of the head of the household; and
- D. Resides in the dwelling unit as the applicant's primary residence and does not rent the residence during the applicant's absence; and
- E. Is billed or is the spouse of a person billed by the water and wastewater utility.
- F. Applicants shall verify such information to the satisfaction of the city and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined, by the city.

**13.16.098 Discount applies to water and wastewater utility services.**

~~Persons~~ **Households** qualified by the city as eligible recipients of a low-income ~~senior or low-income disabled citizen~~ **resident** discount provided for in this chapter shall be granted a discount against the base charges assessed for water and wastewater utility services under this chapter.

**13.16.099 Discount rate for Qualified Low-Income Senior Residents and Qualified Low-Income Disabled Residents.**

The clerk-treasurer is authorized to discount the base rate for water and wastewater utility services to qualified low-income seniors or low-income disabled residents as provided below, provided, however, that there shall not be more than one such discount per household.

- A. Persons qualified by the city as eligible low-income seniors or low-income disabled ~~citizens~~ **residents** with an annual household income of fifty percent **(50%)** or less than the median family income for Klickitat County as provided by the Department of Housing and Urban Development shall receive a discount of fifty percent **(50%)** on the base residential water and wastewater fees.
- B. Persons qualified by the city as eligible low-income seniors or low-income disabled ~~citizens~~ **residents** with an annual household income between ~~seventy-five~~ **eighty** percent **(80%)** and fifty-one percent **(51%)** of the median family income for Klickitat County as provided by the Department of Housing and Urban Development shall receive a discount of twenty-five **(25%)** percent on the base residential water and wastewater fees.

### **13.16.100 Utility Rate Reduction for Low-Income Households**

**The clerk-treasurer is authorized to discount the base rate for water and wastewater utility services to qualified low-income households as provided below, provided, however, that there shall not be more than one such discount per household.**

**A. Definitions. For the purposes of implementing water and sewer utility rate reductions under the provisions of this section, the following words or phrases shall have the following definitions:**

- 1. “Low-income resident” shall mean a person who has established White Salmon as their residence and whose total disposable income including that of their spouse or cotenant does not exceed the eighty percent (80%) of the median household income for Klickitat County per the most current census data.**
- 2. “Residence” means a single-family dwelling unit whether such unit be separate or part of a multiunit dwelling.**
- 3. “Combined disposable income” means adjusted gross income as defined in the federal internal revenue code**

**B. Low-income residents shall be given reductions in the water and sewer utility base rates as those rates are established by the city council:**

- 1. A rate reduction of twenty five percent (25%) shall be afforded to those low-income residents who meet the qualifying income and asset levels of eighty percent (80%) of the median household income for Klickitat County.**
- 2. No rate reduction shall be afforded to any person shown as a dependent on the income tax return of any other individual, whether or not such person resides at the location for which the rate reduction is sought, unless the total combined disposable income of the applicant, along with their spouse, cotenant and all family members shown on the income tax return in which the applicant is shown as a dependent, meets the standards established by this section.**

**C. Applicants shall verify such information to the satisfaction of the city and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined, by the city.**

### **13.16.100 Definition of disabled persons.**

**For purposes of this chapter, the following person are defined as disabled;**

- ~~A. A person who has qualified and received special parking privileges under RCW 46.19.381(1)(a) through 46.19.381(1)(g).~~
- ~~B. A blind person as defined in RCW 74.18.020(4).~~
- ~~C. A person who has a development disability as defined in RCW 71A.10.020(3).~~
- ~~D. A person who is gravely disabled as a result of a mental disorder as defined in RCW 71.05.020(16).~~
- ~~E. A person who has qualified and receives social security benefits due to disability.~~

### **13.16.101 Application process for discounts.**

- A. Applications shall be made using the Washington State LILHEAP “Household Information Form” or the City of White Salmon Low-Income Discount Application on **an annual biennial** basis.
- B. Applications shall be submitted to the city. By submitting an application, the applicant authorizes the city to refer the application to the Washington Gorge Action Programs or other appropriate entity to process the application.

- C. Washington Gorge Action Programs will review and screen those applications for eligibility.

Washington Gorge Action Programs will submit a list of names and addresses to the city of White Salmon of those who **appear to** qualify for a low-income **senior or low-income disabled persons** discount.

- D. Accounts will be approved for a 2-year period of time. Re-application will be required upon expiration of approval.**

### **SECTION 2 - SEVERABILITY.**

If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Chapter.

### **SECTION 3 - EFFECTIVE DATE.**

This ordinance shall become effective July 1, 2023 following publication as provided by law.

PASSED in regular session this 7<sup>th</sup> day of June, 2023

---

Marla Keethler, Mayor

Attested:

Approved as to form:

---

Stephanie Porter, Clerk/Treasurer

---

Shawn MacPherson, City Attorney



## City of White Salmon

### Projected Budget Implications - Low Income Discount Program

1 year Current Discounts (accounted for in 2023 budget)	Water	New Discount Base Rate	Current Active Accounts	Current Discount Program Revenue Collected	Annual Revenue Loss
Inside City Limit	25%	36.85	3	\$110.55	\$442.08
Outside City Limit	25%	54.23	3	\$162.69	\$650.52
Inside City Limit	50%	24.57	12	\$294.84	\$3,536.64
Outside City Limit	50%	36.15	8	\$289.20	\$3,470.40
			26	Total:	\$8,099.64

Increase to double current active discount utility accounts (100% increase of current program)					
6 Month projected additional customer discounts	Water	New Discount Base Rate	Additional Accounts	Current Discount Program Revenue Collected	Increase to Annual Revenue Loss (based on 2023)
Inside City Limit	25%	36.85	3	\$110.55	\$221.04
Outside City Limit	25%	54.23	3	\$162.69	\$325.26
Inside City Limit	50%	24.57	12	\$294.84	\$1,768.32
Outside City Limit	50%	36.15	8	\$289.20	\$1,735.20
			26	Total:	\$4,049.82

Water 2023 End of year cost: \$12,149.46

Projected cost for this doubling current customers: Full "2024"					
1 year Projected cost for 52 Discounts	Water	New Discount Base Rate	Doubled Active Accounts	Current Discount Program Revenue Collected	Projected Annual Revenue Loss
Inside City Limit	25%	36.85	6	\$221.10	\$884.16
Outside City Limit	25%	54.23	6	\$325.38	\$1,301.04
Inside City Limit	50%	24.57	24	\$589.68	\$7,073.28
Outside City Limit	50%	36.15	16	\$578.40	\$6,940.80
			52	Total:	\$16,199.28

2023 Water Revenue	Water Revenue Loss	Adjusted Water Revenue
\$ 2,218,990	\$ 16,199	\$ 2,202,791

2023 Sewer Revenue	Sewer Revenue Loss	Adjusted Sewer Revenue
\$ 1,101,460	\$ 11,254	\$ 1,090,206

Calculations include Water/Sewer rate costs.	Annual
2023 Total Revenue loss at 26 active discount accounts	\$13,726.68
2023 Total Revenue loss with 6 month at 52 active discount accounts	\$20,590.02
2024 Projected Revenue Loss based on 52 active accounts	\$27,453.36
2024 Projected Revenue Loss based on 104 active accounts	\$54,906.72
2024 Projected Revenue Loss based on 208 active accounts	\$109,813.44

1 year Current Discounts (accounted for in 2023 budget)	Sewer	Discount Base Fee	Current Active Accounts	Current Discount Program Revenue Collected	Annual Revenue Loss
Inside City Limit	25%	43.44	4	\$173.76	\$694.56
Outside City Limit	25%	47.73		\$0.00	\$0.00
Inside City Limit	50%	28.96	12	\$347.52	\$4,168.80
Outside City Limit	50%	31.82	2	\$63.64	\$763.68
			18	Total:	\$5,627.04

This includes only new customers not existing customers:					
6 Month projected additional customer discounts	Sewer	Discount Base Fee	Current Active Accounts	Current Discount Program Revenue Collected	Increase to Annual Revenue Loss (based on 2023)
Inside City Limit	25%	43.44	4	\$173.76	\$347.28
Outside City Limit	25%	47.73		\$0.00	\$0.00
Inside City Limit	50%	28.96	12	\$347.52	\$2,084.40
Outside City Limit	50%	31.82	2	\$63.64	\$381.84
			18	Total:	\$2,813.52

Sewer 2023 End of year cost: \$8,440.56

Projected cost for this doubling current customers: Full "2024"					
1 year Projected cost for 52 Discounts	Sewer	Discount Base Fee	Doubled Active Accounts	Current Discount Program Revenue Collected	Projected Annual Revenue Loss
Inside City Limit	25%	43.44	8	\$347.52	\$1,389.12
Outside City Limit	25%	47.73		\$0.00	\$0.00
Inside City Limit	50%	28.96	24	\$695.04	\$8,337.60
Outside City Limit	50%	31.82	4	\$127.28	\$1,527.36
			36	Total:	\$11,254.08

Projected Revenue Loss Based on 52 Active Low-Income Discount Accounts (2023)						
Estimated Revenue Loss Based on doubling current active account	Current Projected Revenue	Current Fund Ending Balance	Projected Revenue Loss	Adjusted Revenue	Adjusted Ending Balance	Fund Ending Balance Requirement
Water	\$ 2,218,990	\$ 255,911	\$ 16,199	\$ 2,202,791	\$ 239,712	\$ 167,458.50
Wastewater	\$ 1,101,460	\$ 270,252	\$ 11,254	\$ 1,090,206	\$ 258,998	\$ 84,427.80

Projected Revenue Loss Based on 104 Active Low-Income Discount Accounts (2023)						
Estimated Revenue Loss Based on doubling current active account	Current Projected Revenue	Current Fund Ending Balance	Projected Revenue Loss	Adjusted Revenue	Adjusted Ending Balance	Fund Ending Balance Requirement
Water	\$ 2,218,990	\$ 255,911	\$ 32,399	\$ 2,186,591	\$ 223,512	\$ 167,458.50
Wastewater	\$ 1,101,460	\$ 270,252	\$ 22,508	\$ 1,078,952	\$ 247,744	\$ 84,427.80

Projected Revenue Loss Based on 208 Active Low-Income Discount Accounts (2023)						
Estimated Revenue Loss Based on doubling current active account	Current Projected Revenue	Current Fund Ending Balance	Projected Revenue Loss	Adjusted Revenue	Adjusted Ending Balance	Fund Ending Balance Requirement
Water	\$ 2,218,990	\$ 255,911	\$ 64,797	\$ 2,154,193	\$ 191,114	\$ 167,458.50
Wastewater	\$ 1,101,460	\$ 270,252	\$ 45,016	\$ 1,056,444	\$ 225,236	\$ 84,427.80





# City of White Salmon

## Low Income Program Potential Budget Impact

Based on 2023 numbers as if the program had been in place the full year						
"Budget Worst Case" Calculations	Projected Revenue	Fund Ending Balance	Projected Revenue Loss	Adjusted Revenue	Adjusted Ending Balance	Fund Ending Balance Requirement
Water	\$ 2,218,990	\$ 255,911	\$ 124,220	\$ 2,094,770	\$ 131,691	\$ 167,458.50
Wastewater	\$ 1,101,460	\$ 270,252	\$ 93,900	\$ 1,007,560	\$ 176,352	\$ 84,427.80

It is unlikely we will have this much revenue loss, however, I think it is important to detail the impact that could be realized based on the final discount numbers selected by the council.

			Water Rate Monthly Cost Divided					
			Households Inside City water base rate \$49.13 per month		Households Outside City water base rate \$72.30 per month			
Household Income	Estimated percentage	Households count	Regular Utility Cost	Monthly Discounted Amount	Regular Utility Cost	Monthly Discounted Amont	Annual Discount Total	Total Households based on current residential water accounts
less than \$10,000	2.7%	46	\$1,135	\$284	\$1,671	\$418	\$8,419	1,712
\$10,000 to \$14,999	5.0%	86	\$2,103	\$526	\$3,094	\$774	\$15,592	
\$15,000 to \$24,999	5.5%	94	\$2,313	\$578	\$3,404	\$851	\$17,151	
<u>\$25,000 to \$30,000</u>	3.6%	102	\$2,506	\$626	\$3,687	\$922	\$18,579	
<u>\$30,001 to \$35,000</u>	3.6%	101	\$2,481	\$620	\$3,651	\$913	\$18,397	
\$35,000 to \$47,999	9.0%	253	\$6,215	\$1,554	\$9,146	\$2,286	\$46,083	
<u>Median Income</u>		<u>Klickitat County</u>	\$59,583	KCMI % 80%				
Threshold 2 - 80% KCMI			\$47,666	\$47,666		<u>25% discount</u>	Total Households in Treshold 682	
Projected Water Revenue Loss								
Discount Monthly revenue loss*			\$10,352					
Discount Annual revenue loss*			\$124,220					

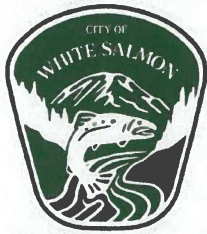
			Sewer Rate Monthly Cost Divided					
			Households Inside City sewer base rate \$57.91 per month		Households Outside City sewer base rate \$63.64 per month			
Household Income	Estimated percentage	Households count	Regular Utility Cost	Monthly Discounted Amount	Regular Utility Cost	Monthly Discounted Amount	Annual Discount Total	Total Households based on current residential sewer
less than \$10,000	2.7%	31	\$900	\$225	\$989	\$124	\$4,183	1,151
\$10,000 to \$14,999	5.0%	58	\$1,666	\$417	\$1,831	\$229	\$7,746	
\$15,000 to \$24,999	5.5%	63	\$1,833	\$458	\$2,014	\$252	\$8,521	
<u>\$25,000 to \$30,000</u>	3.6%	102	\$2,953	\$738	\$3,246	\$406	\$13,729	
<u>\$30,001 to \$35,000</u>	3.6%	101	\$2,924	\$731	\$3,214	\$402	\$13,594	
\$35,000 to \$47,999	9.0%	253	\$7,326	\$1,831	\$8,050	\$2,013	\$46,128	
<u>Klickitat County</u>			\$59,583	KCMI %				
				80%				
Threshold - 80% KCMI			\$47,666	\$47,666	25% discount		Total Households in Treshold 608	
Projected Sewer Revenue Loss								
Discount Monthly revenue loss			\$7,825					
Discount Annual revenue loss			\$93,900					



**File Attachments for Item:**

C. Ordinance 2023-06-1144 Amending WSMC 9.04 to Adopt RCW Chapter 69.50 and RCW Chapter 69.41

1. Presentation and Discussion
2. Action



Department Head: MH  
Clerk/Treasurer: DP  
City Administrator: T.R.  
Mayor: MR

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

June 7, 2023

Agenda Item:

Ordinance 2023-06-1144 Amendment

Presented By:

Mike Hepner, Chief of Police

### Action Required:

Adoption of Ordinance 2023-06-1144

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance 2023-06-1144, amending White Salmon Municipal Code Chapter 9.04.provisions of SB 5536 relating to its police power and police authority to protect the health, safety and welfare of the inhabitants of the City.

### Explanation of Issue:

White Salmon Municipal Code Section 9.04.010A, Adoption by Reference, is hereby amended to include the following:

All other Chapter 69.41 and 69.50 RCW offenses as adopted or hereinafter amended, for which the penalty is either a misdemeanor or gross misdemeanor.

### Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.

### Fiscal Analysis:

There are no Financial Implications

### Recommendation of Staff/Committee:

Staff recommended the council approve the adoption of Ordinance 2023-06-1144, adopting the amendments to Chapter 69.50 RCW, and Chapter 69.41 RCW, as set forth in Washington State Senate Bill 5536, and amending White Salmon Municipal Code Chapter 9.04.

**CITY OF WHITE SALMON  
ORDINANCE NO. 2023-06-1144**

**AN ORDINANCE adopting the amendments to Chapter 69.50 RCW, and Chapter 69.41 RCW, as set forth in Washington State Senate Bill 5536, and amending White Salmon Municipal Code Chapter 9.04.**

**WHEREAS**, on February 25, 2021, the Washington State Supreme Court held in the case of *State v. Blake* that RCW 69.50.4013 exceeded the state's police power and violated the due process clauses of the state and federal constitutions, which had the effect of eliminating criminal penalties for the possession of a controlled substance; and

**WHEREAS**, on May 17, 2023, the Governor signed Senate Bill 5536 into law which criminalizes the knowing possession of controlled substance without a valid prescription, and knowing use of a controlled substance in a public place without a valid prescription; and

**WHEREAS**, Sections 1 through 5, 7 through 11, and 41 of SB 5536 are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect on July 1, 2023; and

**WHEREAS**, the City of White Salmon through its prosecution, based upon the totality of the circumstances, may offer a stay of proceeding or diversion which includes assessment, treatment or other services; may refer a case to any Drug Court; or may recommend imposition of sentence up to the maximum penalty as set forth in SB 5536; and

**WHEREAS**, the City of White Salmon desires to adopt the provisions of SB 5536 relating to its police power and police authority to protect the health, safety and welfare of the inhabitants of the City.

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

The City Council of the City of White Salmon ordain the following amendments be made to  
White Salmon Municipal Code 9.04.010:

**SECTION 1 – Amendment to WSMC 9.04.010A**

White Salmon Municipal Code Section 9.04.010A, Adoption by Reference, is hereby  
amended to include the following:

All other Chapter 69.41 and 69.50 RCW offenses as adopted or hereinafter amended, for  
which the penalty is either a misdemeanor or gross misdemeanor.

**SECTION 2 - SEVERABILITY.**

If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a  
court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity  
or constitutionality of any other section, sentence, or phrase of this Chapter.

**SECTION 3 – EFFECTIVE DATE**

This ordinance shall take force and be in effect July 1, 2023 following publication according to  
law.

PASSED in regular session by the City Council and APPROVED by the Mayor Pro Temp this  
7th day of June, 2023.

\_\_\_\_\_  
Jason Hartmann, Mayor Pro Temp

ATTEST:

APPROVED as to form:

\_\_\_\_\_  
Stephanie Porter, Clerk/Treasurer

\_\_\_\_\_  
Shawn MacPherson, City Attorney

**File Attachments for Item:**

**D. Ordinance 2023-06-1145 Establishing Fees for City Owned EV Charging Stations**

1. Presentation and Discussion

2. Action



Department Head:	<u>T.R.</u>
Clerk/Treasurer:	<u>D.T.R.</u>
City Administrator:	<u>T.R.</u>
Mayor:	_____

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

June 7, 2023

Agenda Item:

Ordinance 2023-06-1145- Relating to Setting a Fee for Use of City's New Electrical Vehicle (EV) Charging Stations

Presented By:

Troy Rayburn, City Administrator

### Action Required:

Approve Ordinance 2023-06-1145 relating to establishing a fee to be charged to users of city level 2 EV charging stations.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2023-06-1145 Establishing an Electric Vehicle Charging Station User Fee of .30 cent per kilowatt-hour (kWh).

### Explanation of Issue:

Staff is recommending a E/V Charging Station User fee of \$0.30 per kWh for the City owned E/V Station at 119 NE Church Ave.

The city worked with the City of Bingen to confirm the two immediately neighboring cities will not find themselves in a competitive situation regarding financial rate assessed per kWh for the two municipalities new level 2 EV charging stations.

The city's selected fee is also comparable to other neighboring cities' 2022 rates. The City of Cascade Locks' EV charging station for a level 2 charger = .29 cents per kWh. The City of Hood River's EV charging stations for a level 2 charger also = .29 cents per kWh.

Public Works believes this fee amount will assist with routine maintenance costs and recouping other costs paid out as they come up.

Establishing an initial fee (if ordinance is approved June 7, 2023) will allow the City to begin allowing use of the E/V station as of June 19, 2023 (by law ordinance is effective 5 days after publication of adoption: adoption June 7, 2023; notice to paper June 9, 2023; publication in paper June 14, 2023; 5 days waiting for effect June 19, 2023)



**Council Options:**

City Council has the following options available at this time:

1. Accept staff recommendation.
2. Revise staff recommendation.
3. Other action as desired by council.

**Fiscal Analysis:**

This fee will be billed to customers and revenue deposited into the Street Fund. The \$0.30 per kWh is a starting point and can be amended by the City Council if they feel it necessary to keep up with the maintenance of the E/V Station. Payments from users will be facilitated by OptConnect. OptConnect charges an Annual Fee of \$900 to host the E/V station including payments. The first year annual fee was paid by donations received from White Salmon residents.

**Recommendation of Staff:**

Staff recommends council approve Ordinance 2023-06-1145 Establishing an Electric Vehicle Charging Station User Fee of \$0.30 per kilowatt-hour (kWh).

**Follow Up:**

Connect with OptConnect to relay fee of \$0.30 per kilowatt hour and begin initiation of service to use and bill.

**ORDINANCE NO. 2023-06-1145**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON  
ESTABLISHING ELECTRIC VEHICLE CHARGING STATION USER FEES FOR  
CITY OWNED STATIONS AND PROVIDING FOR SEVERABILITY AND AN  
EFFECTIVE DATE.**

**WHEREAS**, the City of White Salmon operates and maintains an Electric Vehicle Charging Station; and

**WHEREAS**, the City of White Salmon makes the Electronic Vehicle Charging Station available to the public; and

**WHEREAS**, the City incurs costs to operate and maintain the Electronic Vehicle Charging station; and

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

**SECTION 1.**

**ELECTRIC VEHICLE CHARGING STATION**

1. Fee Established. The City of White Salmon hereby establishes fees to use the City Owned Electric Vehicle Charging Station located at 119 NE Church Ave. The fees shall be as follows:

- a. \$0.30 /per kilowatt-hour (kWh) used.

**SECTION 2. SEVERABILITY.** If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Chapter.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall become effective five days following passage and publication as provided by law.

**ADOPTED** by the City Council of the City of White Salmon, Washington, at a regularly scheduled open public meeting thereof this 7<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Jason Hartmann, Mayor Pro Temp

Attest:

Approved as to Form:

\_\_\_\_\_  
Stephanie Porter, Clerk-Treasurer

\_\_\_\_\_  
Shawn Mac Pherson, City Attorney

**File Attachments for Item:**

A. Department Heads



## **DEPARTMENT HEAD REPORT**

Department: Police

Meeting Date: June 7th, 2023

Presented By: Chief Mike Hepner

For dates of 05/10/2023-06/01/2023

### Administration:

- WS Council Meeting
- Bingen Council Meeting
- Klickitat County Behavior Health meeting
- Klickitat Community Link Project (K-LINK) Meeting  
A collaboration of community partners working together to better connect their services and better serve the community

### Patrol Division:

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

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

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

- 69 of the 101 calls for service in this time frame were in White Salmon.
- 2 Arrests were made in White Salmon
- 3 Motor Vehicle Collisions occurred in White Salmon
- 1 Assault occurred in White Salmon
- 1 DUI occurred in White Salmon
- Being 2 officers short I continue working the road which takes away from my office duties and missing meetings I usually attend.



## City of White Salmon Office of Public Works

### Weekly report

<b>Week of:</b>	<b>5/17/23-6/7/23</b>
-----------------	-----------------------

<b>Division:</b>	<b>Public Works</b>
------------------	---------------------

#### Recent Activities

- Painted all crosswalks downtown and plan to finish up the few left on Estes. The crew really did a good job on moving through these quickly and they look great.
- Both Bays at the Slow sand Filter Plant have been scraped and back flushed. We are waiting on the results back from samples to fully put the plant back online. The settling basin was also drained and cleaned as well.
- Crack sealing was completed. The next steps in the process will be patching on the 20<sup>th</sup> of June and Chip sealing on the 18<sup>th</sup> of July.
- Met with homeowners on Westwinds and Dogwood regarding public/private sewer and followed up on-site.
- Attended weekly Phase 1 construction meetings with Anderson Perry and North Cascade Excavating. Some work has started on site, but the hard closer and material delivery will start June 6<sup>th</sup>
- Completed 1<sup>st</sup> of the month requirements (samples, reporting and meter reading) as well as our quarterly calibration of turbidimeters.
- Made our first step in the SCADA upgrades by ordering the components and receiving a draft of the design schedule from R&W Engineering.
- Gave Fireman's park a facelift that included weeding, new landscape fabric and bark. It looks much better and will cut down on maintenance immensely.
- Installed the parking stops at the EV charging stations making the installation element complete.
- Met with the Farmers market organizers.
- Met with organizers from Spring Fest to assist in park & bathroom prep and the parade traffic control.
- Successfully completed smoke testing on the bluff sewer line from Waubish to Dock Grade. There were no failures (minus a manhole ring and cover we broke in the process that is now repaired)
- Cleaned up and hauled off the light pole that was truck by a driver and hauled it off. We are in the process of replacing the pole and finding the appropriate parts to do so.
- Met with Code enforcement to address ongoing line of sight issues.
- Repaired downtown irrigation that had been damaged over the winter.
- We received one Bid for the Jewett Manhole Repairs and it came in higher than

- expected, considering re-bidding the job at the end of the year.
- Wrote up a draft scope of work for the Tohomish sidewalk improvements.
  - Reassessed the 6 Year Transportation Plan
  - Started talks with Erika and the Brightly team to begin the transition to the new work order system.
  - Came up with a plan for installation of cluster boxes.
  - Discovered a leak at 44 Graves road on the 14" steel, plans for excavation and repair are in the works.
  - Coordinated with Gray & Osborne for the Construction Administration on the Garfield project set to start on June 15<sup>th</sup>.
  - Began the process of removing overgrown shrubs from the area that the pollinator garden will go.
  - Attended a free AWWA webinar on the led and copper service line inventory.
  - Had the monthly meeting with PW, The Mayor and Troy.
  - Ryan passed his Commercial Learners Permit test, now he will attend school to receive his License.
  - Rehabbed overgrown grass and brush at reservoir sites and the sandplant.
  - Installed a new degassing valve and a repaired a failed ball valve on the chlorine pump at the sand plant while the plant was offline.
  - The Water System Plan is back to Anderson Perry from their secretarial review and should be sent to DOH shortly.
  - Phase II draft design should be ready for review in the coming weeks.
  - Coordinating with Anderson Perry on a Task Order for the Design of the Roof Reconstruct for the BCSWTP

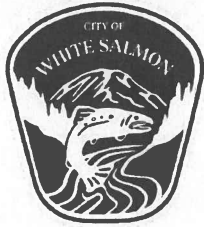
### New Services

- Meter move 567 Waubish

### Issues/Needs

- Mapping GIS. \*\*Coming 2023
- Valve maintenance program. \*\* GIS coming 2023
- Fire hydrant maintenance program. \*\* GIS coning 2023
- Water main flushing program.
- Manhole and sewer main maintenance program. \*\*We Flush sewer manholes 2x year
- PRV & Air relief maintenance program. \*\*GIS coming 2023
- Storm drain mapping and maintenance program. \*\*Clean catch basins 2x year
- Asphalt and sidewalk maintenance program. \*\*On going pothole maintenance
- Jewett Blvd Manhole repair or replacement. \*\*Coming 2023
- Los Altos tank cleaning and painting. \*\*Coming 2024
- Reservoirs cleaned and inspected. \*\* Looking for quotes
- Bucket Truck\*\* waiting for funds to purchase





## DEPARTMENT REPORT FINANCE / CLERK

---

Meeting Date:

June 7, 2023

Presented By:

Stephanie Porter, Clerk Treasurer

### Daily Operations / What's Happening:

- **Public Records Request** – 2 request this period
- **Clerk Treasurer Training**
- **Training Utility Clerk**, Troy Rosenburg, has been working on the Low-Income Discount Program as well as taking on the basic Permitting duties while Erika is out of office on vacation. He has also taken on the meeting minutes for all council meetings and special meetings to help out.
- **Budget Amendment**
  - 2023 budget amendment No. 2 is being drafted to accommodate updated changes in funding for grants and Transmission Main Funding requirements.
- **Daily Reconciliation** – on track
- **Monthly reporting and taxes** – Will be completed by June 21, 2023.
- **Quarterly Taxes** – Completed
- **Multiple Annual Reports** – 2022 Annual Financial Report complete and submitted
- **Send Ordinances to Municode for code update**. This is happening each month to hopefully keep our online code up to date.
- **Record Retention** – pulling and scheduling destruction of expired records –Troy and I will begin re focusing on this in the summer after other priorities have been completed.

### New Projects:

- Preparing for the implementation of multiple payroll changes including implementation of the state required Long Term Care Act withholding beginning on July 1, 2023 and payroll .
- Implementation of the new work schedule for Police Department – Updating time systems and overtime calculation process.
- Reviewing internal policies and procedures – Financial Policies and Procurement Policies
- Working with Anderson Perry to regulate the reimbursement tracking for the Main line Phase 1 Project. Submitted the first Overlay Report to USDA for reimbursement.
- Working with Jeff Broderick to ensure we have all Shoreline Master Plan invoices for reimbursement submitted by the June 30, 2023 deadline. Department of Ecology has been helpful in getting us on track to receive an increase in funding for this project. It will still be competed by June 30,2023.

### Existing Projects Progress:

- Small Work Roster application renewals – ongoing – looking into transitioning to MRSC Small Works Roster Program to alleviate staff time. – MRSC Small Works Roster Program has been activated – The annual fee paid was \$135. – **Payment will be made June 7 and roster initiated thereafter.**
- SCADA project funding- Engineering in progress –**Task Order approved by council. Anderson Perry estimates this project will go out to bid in October 2023.**
- Manhole Replacement – **Bid opening completed on May 25, 2023. 1 bid came in over budget. Working with Andrew to go out to bid a second time using the MRSC roster.**

- Garfield Project bid – Artistic Excavation was noticed as the lowest responsible bidder. We also received notice from TIB that the additional grant funding request was approved. The total grant increase was \$48,429. At the June budget amendment 2, these funds will be adjusted in our street fund ending balance.
- SmartGov and Springbrook Software – implementation of the payment transfers from SmartGov to our General Ledger in Springbrook. – Springbrook provided a quote to program the import and export feature to be compatible with SmartGov. The cost is \$4,606 for the programming services. **Will be brought forth with 2023 Budget Amendment No.2.**
- **HR Consultant** – Nichole of It's All a Little Grey has received all necessary policies and procedures – hoping to bring forward a first draft of the revised Personnel Policies in June 2023.

**Department Needs:**

*Electronic Public Record Retention process – Electronic Signature Technology will allow us to gear up for fully paperless in 2024. DocuSign Contract has been completed and staff training will be scheduled in June/July for implementation.*

**Upcoming Trainings:**

- Northwest Clerk Institute – Professional Development III – June 18-23, 2023
- Washington Finance Officer Association Conference – Spokane, WA – September 19-22, 2023

**Updates for the Community / Upcoming Events:**

- ✓ Underwood Conservation District is resuming Tree of Heaven Removal Project – please visit <https://www.ucdwa.org/blog/tree-of-heaven-wears-out-its-welcome> for more information.