

## White Salmon City Council Meeting

### A G E N D A

January 20, 2021 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 861 9356 2720 Passcode: 025187

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

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



### Call to Order, Presentation of the Flag and Roll Call

#### Public Comment

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us) by 5:00 p.m. on Wednesday, January 20, 2021 will be read during the city council meeting and forwarded to all city council members. Please include in the subject line "Public Comment – January 20, 2021 Council Meeting." ***Please indicate in your comments whether you live in or outside of the city limits of White Salmon.***

### Changes to the Agenda

#### Business Items

1. Critical Areas Heritage Tree Variance Request - Jeff Dellis
  - a. Presentation and Discussion
  - b. Action
2. Jewett Water Main Improvement Project - Certificate of Substantial Completion
  - a. Presentation and Discussion
  - b. Action
3. Personal Services Contract Amendment, WSP On-Call Services
  - a. Presentation and Discussion
  - b. Action
4. Personal Services On Call Services Contract - CAO Task Order Amendment No. 1
  - a. Presentation and Discussion
  - b. Action
5. Resolution 2021-01-515 Declaring Surplus Property and Providing for Transfer of Property
  - a. Presentation and Discussion
  - b. Action
6. Resolution 2021-01-516 Declaring A Local Emergency Due to Public Safety and Health Issues Related to City Vine Street Wastewater Main Line
  - a. Presentation and Discussion
  - b. Action
7. Legislative Priorities – City Action Days
  - a. Presentation and Discussion
  - b. Action

#### Consent Agenda

8. Approval of Meeting Minutes - December 16, 2020
9. Approval of Meeting Minutes - January 6, 2021
10. Approval of Vouchers

### Department Head and Council Member Reports

### Executive Session (if needed)

### Adjournment

**File Attachments for Item:**

1. Critical Areas Heritage Tree Variance Request - Jeff Dellis (attachments to staff report and provided in "Supporting Documents")

a. Presentation and Discussion

b. Action



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**AGENDA MEMO**

Needs Legal Review: Yes  
Meeting Date: January 20, 2021  
Agenda Item: Critical Areas Variance Request 2020-00, Jeff Dellis, 795 Strawberry Mountain Road  
Presented By: Pat Munyan, City Administrator and Erika Castro-Guzman, Associate Planner

**ACTION REQUIRED:**

Approve request related to variance from Critical Areas Ordinance requirements for heritage trees.

**PROPOSED MOTION:**

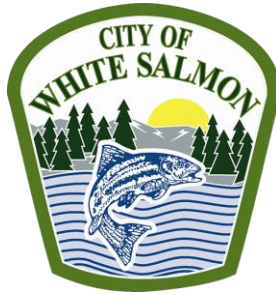
Move to approve request from Jeff Dellis, 795 Strawberry Mountain Road for variance from critical areas ordinance requirements for heritage trees.

**Explanation of issue:**

See attached staff report.

**Budget:**

None.



# **CITY OF WHITE SALMON CITY COUNCIL**

**JANUARY 20, 2021**

**CRITICAL AREAS ORDINANCE VARIANCE: 2020.002**

**APPLICANT:  
Jeff Dellis**

**REQUEST:  
The Applicant seeks to obtain a Variance to White Salmon  
Municipal Code 18.10.317(F)—Special provisions, Heritage tree  
removal, and pruning prohibited, for a lot located at 795 NW  
Strawberry Mountain Road.**

**STAFF REPORT  
JANUARY 20, 2021**

**DELLIS  
CRITICAL AREAS VARIANCE  
WS-CAO-2020.002**

**LEGAL DESCRIPTION**

Lot 1 of WS-SP-89-03 In Part of SE ¼ NE ¼ IRR Tracts To WS; Section 24, Township 3 North, Range 10 East, Willamette Meridian.

**ACREAGE OF PROPERTY**

0.34 Acres; 14,991 square-feet

**ZONING AND SURROUNDING USES**

The subject property, 795 NW Strawberry Mtn Rd, is zoned Single-Family Residential (R-1).

- North* – Two parcels, a vacant lot, and a single-family residence (03102482000600 and 03102482000500), City of White Salmon zoned R-1.
- South* – One parcel, vacant lot (03102449000400), City of White Salmon zoned R-1.
- East* – One parcel, single-family residence (03102414001200), City of White Salmon zoned R-1.
- West* – One parcel, single-family residence (03102449000200), City of White Salmon zoned R-1.

## **MUNICIPAL STATUTE(S) OF BEARING**

### **WSMC 18.10.317 (B) Heritage trees include:**

1. *Oregon White Oaks with a trunk diameter larger than fourteen inches,*
2. *All other tree species with a trunk diameter greater than eighteen inches.*

### **WSMC 18.10.317 (F) Heritage tree removal and major pruning is prohibited:**

*It is unlawful for any person to remove, or cause to be removed any heritage tree from any parcel of property in the city, or prune more than one-fourth of the branches or roots within a twelve-month period, without obtaining a permit; provided, that in case of emergency, when a tree is imminently hazardous or dangerous to life or property, it may be removed by order of the police chief, fire chief, the director of public works or their respective designees. Any person who vandalizes, grievously mutilates, destroys or unbalances a heritage tree without a permit or beyond the scope of an approved permit shall be in violation of this chapter.*

### **WSMC 18.10.317 (G) Exceptions to the provisions in this section include:**

2. *A heritage tree in or very close to the "building area" of an approved single family residence design can be replaced by another tree. A heritage tree can be removed if its presence reduces the building area of the lot by more than fifty percent after all potential alternatives including possible setbacks to minimum yard depth and width requirements have been considered.*
3. *Any person desiring to remove one or more heritage trees or perform major pruning (per subsection 18.10.316 F, above) shall apply for an exception pursuant to procedures established by this section rather than subsection 18.10.125 Exceptions, which generally applies elsewhere in this chapter.*

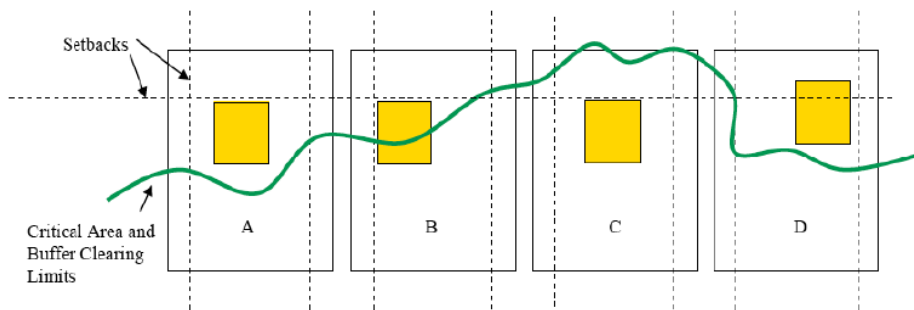
### **WSMC 18.10.125 - Exceptions.**

- C. *Reasonable Use and Variance Potential. If the application of this chapter would deny all reasonable use of the property, the Applicant may apply for a variance pursuant to this section. After holding a Type IV public hearing (Hearing by City Council) pursuant to WSMC Title 19 Administration, the city council may approve the variance if the council finds<sup>1</sup>:*
  1. *This chapter would otherwise deny all reasonable use of the property;*
  2. *There is no other reasonable use consistent with the underlying zoning of the property that has less adverse impact on the critical area and/or associated buffer;*
  3. *The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property;*
  4. *Any alteration is the minimum necessary to allow for reasonable use of the property;*

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<sup>1</sup> WSMC 19.10.040, Table 2 Procedure Project Permit Applications (Type I-IV): Type IV decisions do not require an open record public hears process for determination of a Critical Areas Variance request. Final decision is made by the City Council.

5. *The inability of the Applicant to derive reasonable use of the property is not the result of actions by the Applicant after the effective Date of this chapter or its predecessor; and*
6. *The Applicant may only apply for a reasonable use in accordance with a variance approval.*
7. *Four scenarios that illustrate situations where a reasonable use exception might or might not be applicable are sketched below:*



- a. *A = No reasonable use variance would be granted because there is sufficient space outside the area clearing limits.*
- b. *B = A reasonable use variance might be granted since there is insufficient space for a reasonable use. The development area would need to be limited or scaled back in size and located where the impact is minimized.*
- c. *C = A reasonable use variance would be granted for a minimal development if the property is completely encumbered and mitigation methods are applied.*
- d. *D = The city might consider appropriate modifications to the required setback to prevent intrusion into the protection area*

- D. Variance Criteria to Provide Reasonable Use.** *Where avoidance of the impact in wetlands, streams, fish and wildlife habitat and critical aquifer recharge areas is not possible, a variance may be obtained to permit the impact. Variances will only be granted on the basis of a finding of consistency with all the criteria listed below. The hearing examiner shall not consider the fact the property may be utilized more profitably.*
1. *The variance shall not constitute a grant of special privilege inconsistent with the limitation on use of other properties similarly affected by the code provision for which a variance is requested;*
  2. *That such variance is necessary to provide reasonable use of the property, because of special circumstances and/or conditions relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property, to provide it with those relative rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. The phrase "relative rights and privileges" is to ensure that the property rights and privileges for the subject property are considered primarily in relation to current city land-use regulations;*

3. *That the special conditions and/or circumstances identified in subsection 2 of this section giving rise to the variance application are not self-created conditions or circumstances;*
4. *That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property, neighborhood, or improvements in the vicinity and zone in which subject property is situated;*
5. *That the reasons set forth in the application and the official record justify the granting of the variance, and that the variance is the minimum variance necessary to grant relief to the Applicant;*
6. *That alternative development concepts in compliance with applicable codes have been evaluated, and that undue hardship would result if strict adherence to the applicable codes is required; and*
7. *That the granting of the variance will not adversely affect implementation of the comprehensive plan or policies adopted thereto and the general purpose and intent of the zoning title or other applicable regulations.*
8. *WDFW will be notified of any proposed variance to critical areas affecting fish and wildlife sites and habitat areas. The city may require the Applicant to demonstrate that WDFW is not willing or able to acquire the property before a variance to fish and wildlife, stream, or wetland conservation areas is approved.*
- E. *Mitigation Required. Any authorized alteration to a wetland or stream or its associated buffer, or alteration to a fish and wildlife habitat conservation area, as approved under subsections A, B, or C and D of this section, shall be subject to conditions established by the city and shall require mitigation under an approved mitigation plan per [Section 18.10.221].*

**WSMC 18.10.211 - Buffers.**

- A. *Measurement of Buffers. All buffers shall be measured from the critical area boundary as surveyed in the field. The width of the buffer shall be determined according to the category of the critical area and the proposed land use.*

**WSMC 18.10.212 - Building set back line (BSBL).**

*Unless otherwise specified, a minimum BSBL of fifteen feet is required from the edge of any buffer, NGPE, or separate critical area tract, whichever is greater.*



## **APPROVAL CRITERIA**

**Pursuant to WSMC 18.10.125 – Exceptions – Part (D) Variance Criteria to Provide Reasonable Use; where avoidance of the impact in wetlands, streams, fish and wildlife habitat and critical aquifer recharge areas is not possible, a variance may be obtained to permit the impact to allow for reasonable use of the property by the owner(s). Variances will only be granted on the basis of a finding of consistency with all the criteria listed below. The City Council shall not consider the fact the property may be utilized more profitably.**

**Fact:** Pursuant to WSMC 18.10.125 (D)-1, *the variance shall not constitute a grant of special privilege inconsistent with the limitation on use of other properties similarly affected by the code provision for which a variance is requested.*

**Finding:** According to WSMC 18.10.212, a minimum building set back line (BSBL) of fifteen-feet is required from the edge of any buffer, natural growth protection easement (NGPE), or separate critical area tract, whichever is greater.

WSMC 18.10.317 identifies that a heritage tree protection area is required but does not provide information on determining the buffer area. After discussions with Underwood Conservation District, there are two standard methods for determining the buffer area: (1) canopy area or (2) fifty-percent of the overall high of the tree.

Regardless of the method used, or other buffer averaging, buffer reductions, and setback reduction provided by the White Salmon Municipal Code, the Administration has determined that the Applicant cannot achieve reasonable use of the property without some level a variance. Further concluding, this variance's approval would not constitute a granting of special privilege inconsistent with the limitation of the use of other properties similarly affected.

**Fact:** Pursuant to WSMC 18.10.125 (D)-2, *such variance is necessary to provide reasonable use of the property, because of special circumstances and/or conditions relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property, to provide it with those relative rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. The phrase “relative rights and privileges” is to ensure that the property rights and privileges for the subject property are considered primarily in relation to current city land-use regulations;*

**Finding:** The Applicant’s parcel is located on the eastern forested hillside of Strawberry Mountain, and due to the location of the majority of the subject trees and lot slope, it does not give a buildable area without encroach on the heritage tree ordinance. Considering the topography and sensitive areas and their buffer, some level of this variance approval is necessary to establish reasonable property use.

**Fact:** Pursuant to WSMC 18.10.125 (D)– 3, *the special conditions and/or circumstances identified in subsection 2 of this section giving rise to the variance application are not self-created conditions or circumstances;*

**Finding:** The property is undeveloped, with numerous growth trees identified by WSMC 18.10.317(B) as heritage trees. Considering the total number of heritage trees encumbering the Applicant's parcel, plus their protection area buffer and additional protective buffer setback, the Administration determines that the strict enforcement of the WSMC would prevent reasonable use of the property.

Therefore, the special conditions and/or circumstances identified in subsection 2 of WSMC 18.10.125 (relating to the size, shape, topography, sensitive areas, location, or surroundings of the subject property) give rise to the variance application because this is not a self-created condition or circumstance.

**Fact:** Pursuant to WSMC 18.10.125 (D)-4, *the granting of the variance will not be materially detrimental to the public welfare or injurious to the property, neighborhood, or improvements in the vicinity and zone in which subject property is situated.*

**Finding:** Approval of the variance would allow reasonable use of the property as intended by the applicable zoning and fair use already allowed by surrounding property owners. The Administration determines that the granting of some level of this variance will not be materially detrimental to the public welfare or injurious to the property, neighborhood, or improvements in the vicinity and single-family zone.

**Fact:** Pursuant to WSMC 18.10.125 (D)-5, *the reasons set forth in the application and the official record justify the granting of the variance and that the variance is the minimum variance necessary to grant relief to the Applicant.*

**Finding:** While the Administration disagrees with some of the reasons for justification stated within the application, the Administration concurs with the Applicant that the strict enforcement of applicable codes would prevent reasonable use without some level of variance.

**Fact:** Pursuant to WSMC 18.10.125 (D)-6, *alternative development concepts is in compliance with applicable codes have been evaluated, and that undue hardship would result if strict adherence to the applicable codes is required.*

**Finding:** The strict enforcement of the applicable codes would prevent reasonable use of the property.

**Fact:** Pursuant to WSMC 18.10.125 (D)-7, *the granting of the variance will not affect the intent of the comprehensive plan or policies adopted thereto and the general purpose and intent of the zoning title or other applicable regulations.*

**Finding:** The Applicant's intended use and variance request comply with the applicable White Salmon Municipal Code regulations.

## **STAFF DETERMINATION**

The purpose of the variance criteria is to provide a mechanism where the city may grant relief from the strict enforcement provisions of Title 18, where a hardship results from the subject property's physical characteristics. Staff has reviewed the Applicant's variance and has found that hardship does exist, and it is not a direct result of actions taken by the Applicant.

Considering the number and physical constraints caused by the heritage trees, their protected areas, and buffer setbacks, the Administration has determined that the Applicant cannot achieve reasonable use of the property without some level a variance, regardless of the structural size. Further concluding, this variance's approval would not constitute a granting of special privilege inconsistent with the limitation of the use of other properties similarly affected.

Staff recommends approval with the following condition:

1. WSMC 18.10.125 E. Mitigation Required  
In consideration of removing the heritage trees, a mitigation plan that replaces each tree removed with two trees in its place shall be done before final occupancy or up to a year after final occupancy with a security bond (amount to be determined).

## **STAFF REPORT WRITTEN BY**

City Planning Department:

Patrick R. Munyan Jr., City Administrator  
Erika Castro Guzman, Associate Planner

## **ATTACHMENTS**

- A. Applicant Variance Permit Application
- B. Applicant Variance Approval Criteria Narrative
- C. Site Plan, including Inventory of Trees, Buffer Setback, and Topography
- D. Site Plan Images, referencing the Tree Inventory

**File Attachments for Item:**

2. Jewett Water Main Improvement Project - Certificate of Substantial Completion

a. Presentation and Discussion

b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: January 20, 2021  
Agenda Item: Certificate of Substantial Completion, Jewett Water Main Improvement Project  
Presented By: Pat Munyan, City Administrator and Jan Brending, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Certificate of Substantial Completion for the Jewett Water Main Improvement Project.

### Motion

Move to authorize the Mayor to sign Certificate of Substantial Completion (with date of December 3, 2020) for the Jewett Water Main Improvement Project.

### Explanation of Issue

A Certificate of Substantial Completion for the Jewett Water Main Improvement Project is required. Crestline Construction requested a substantial completion date of December 3, 2020 which is the date the last PRV (pressure reducing valve) was placed into service. The city's engineer, Anderson Perry & Associates, is in agreement with this request.

Anderson Perry & Associates has the following notes about the substantial completion date, punch list and one-year correction period:

1. Pursuant to Change Order No. 5, the date of Substantial Completion was to be November 26, 202. There is a final change order that will be presented to the city council that will revise the contract's date of substantial completion date.
2. The one-year correction period does not start at the Substantial Completion Date but on the date the project is ready for final payment.
3. The following remaining work is proposed to be eliminated from the contract (and if authorized by the city council) will be reflected in the final change order: remaining asphalt restoration in WSDOT right-of-way, restoration of pavement markings, and installation of valve markers. These items are not shown on the punch list. The estimated cost of these items is \$28,755 (this includes sales tax and a 5% contingency) . These items will be completed in 2021.

### Staff Recommendation

Staff recommends the elimination of work identified in #3 above and authorizing the Mayor to sign the Certificate of Substantial Completion.

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: **City of White Salmon, Washington**  
 Contractor: **Crestline Construction Company, LLC**  
 Engineer: **Anderson Perry & Associates, Inc.**  
 Project: **Jewett Water Main Improvements - 2019**

**This Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

**December 3, 2020**

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: Punch list dated December 9, 2020.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER:                                | RECEIVED:                                 | RECEIVED:                                      |
|--|---|--|
| By: <u>David Jensen PE</u><br>(Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Title: <u>Senior Engineer</u>                        | Title: _____                              | Title: _____                                   |
| Date: <u>12/9/2020</u>                               | Date: _____                               | Date: _____                                    |

**CITY OF WHITE SALMON  
JEWETT WATER MAIN IMPROVEMENTS  
PUNCH LIST ITEMS  
December 9, 2020**

This punch list was revised from the December 1, 2020 punch list to reflect completed work and some additional work that needs to be performed. Additions are shown in red.

| Sheet   | Location           | Description  |
|---------|--------------------|--|
| -       | Documents          | Need Record Drawings per Paragraph X of the General Requirements.  |
| -       | Documents          | O/M Manual – Received material on PRV valves, need information in labeled three-ring binders. Still need information on water main materials provided and on water meter for Bingen master meter vault.  |
| -       | Documents          | Contractor's certification of providing AIS materials on project and copies of manufacturer's AIS certifications.  |
| -       | Documents          | Copy of asphalt tickets for Rhine Village and Wauna Avenue water main work.  |
| Various | Various            | Install concrete base on fire hydrants; secure Storz Adapters and set screws.  |
| Various | Various            | Remove erosion control devices and clean curbs and pavement edge of aggregate.   |
| Various | Various            | Several water meters are situated too high in the meter box per the specifications. In some cases, the meter box could be raised. In other cases, the installed meter setter will need to be removed and angle meter valves will need to be installed. Please confirm course of action with Engineer's representative on site. |
| Various | Various            | Remove steel plates, plywood, and construction signage from project area.  |
| Various | PRV & Meter Vaults | Five-sided wrench for opening the PRV and master meter vault hatches is needed; one for each vault (total of four).  |
| C-101   | A2+36              | Uneven meter box lid; meter too high in box; more backfill around meter.   |
| C-101   | A3+27              | Replace meter box lid.   |
| C-101   | A3+94              | Meter lid too high; replace lid in compliance with specifications.   |
| C-102   | A6+20              | Replace cracking grout in new storm drain catch basin.   |
| C-102   | A7+30              | Remove valve box lid and abandoned valve box on north side of street.  |
| C-102   | A8+50              | Adjust height of water meter boxes to pavement surface, currently a low spot. Seal off pipe penetration opening for services to basement.  |
| C-103   | A9+90              | Meter too high in box.   |
| C-103   | A10+22             | Meters too high in box – angle meter stop probably needed.   |
| C-103   | A10+30             | Replace meter box lid.   |
| C-103   | A11+20             | Meter too high in box.   |
| C-103   | A11+35             | Meter too high in box.   |
| C-103   | A11+52             | Meter too high in box.   |
| C-103   | A12+01             | Meter too high in box.   |
| C-103   | A12+05             | Replace cracked sidewalk panel.  |
| C-103   | A12+30             | Bring main line valve boxes up.  |
| C-103   | A12+49             | Meter too high in box.   |
| C-103   | A13+40             | Replace meter box lid.   |
| C-104   | A14+60             | Raise meter box.   |
| C-104   | A14+60             | Remove valve box lid and abandon valve box in sidewalk.  |
| C-104   | A14+84             | Meter too high in box, replace lid.  |
| C-104   | A15+95             | Meter box too low.   |
| C-104   | A16+00             | Meter too high in box.   |
| C-104   | A16+53             | Remove old meter boxes in sidewalk and provide concrete restoration in sidewalk.   |
| C-104   | A16+55             | Add backfill around meters.  |

| Sheet | Location      | Description  |
|-------|---------------|--|
| C-104 | A16+60        | Raise meter box.   |
| C-104 | A17+53        | Hydrant to be removed.   |
| C-105 | A19+00        | Standpipe to be removed.   |
| C-105 | A19+20        | Meter too high in box, raise box.  |
| C-105 | A19+40        | Meters too high in box, raise boxes; north side of road.   |
| C-105 | A21+50        | Raise meter box; add fill around box.  |
| C-107 | A28+56        | Rotate fire hydrant to be square with street.  |
| C-107 | A29+68        | Meter too high and angled in box.  |
| C-107 | A30+28        | Meter too high in box, raise box?  |
| C-107 | A31+25        | Raise meter box.   |
| C-107 | A32+15        | Raise meter box.   |
| C-108 | A33+20        | Meter too high in box.   |
| C-109 | A37+33        | Provide and compact additional fill at fire hydrant and valve boxes at this location.  |
| C-110 | A43+80        | Remove and abandoned existing valve boxes; one in sidewalk, one in soil.   |
| C-111 | A46+00        | Remove hydrant shoe on north side of Jewett Boulevard.   |
| C-111 | A48+55        | Remove existing water meter box for 950 E Jewett Boulevard.  |
| C-112 | A50+60        | Raise meter box.   |
| C-112 | A52+40        | Raise meter box.   |
| C-114 | B1+50         | Restore asphalt in driveway; raise meter box.  |
| C-115 | B5+56         | Place two bollards on the upstream and downstream side of fire hydrant; coordinate location with Engineer representative.  |
| C-117 | C1+40         | Bid Option No. 1 Fire Hydrant – The City would like to extend the existing concrete curb down past the fire hydrant location to allow water to drain downstream. If this curb cannot be constructed, then the City would like two bollards installed. Please review with and obtain approval from Engineer's representative before proceeding. |
| C-119 | E1+66         | Finish backfill and surface restoration for exposed HDPE storm drainpipe. Move adjacent shed to original position and complete restoration of area.  |
| C-402 | Detail 1      | Oak Street PRV - Install two bollards: one on northwest and the other on the southwest side of the vault. Please note that the vault was installed with the long side parallel to the street. <b>Install ladder in vault.</b>  |
| C-402 | Detail 2      | Vine Street PRV - <b>Install ladder in vault.</b>  |
| C-507 | Details 2 & 3 | Complete removal and abandonment of PRVs.  |
| M-105 | A56+50        | Install ladder in and drainpipe from Bingen master meter vault. Also replace damaged 2-inch pipe nipple and install 2-inch cap and drain water from vault.   |
| -     | Rhine Village | Restore concrete curb at north and south water main connection points. Restore excavation area at north water main connection point.   |
| -     | Rhine Village | Rotate fire hydrant so that it is square with road.  |

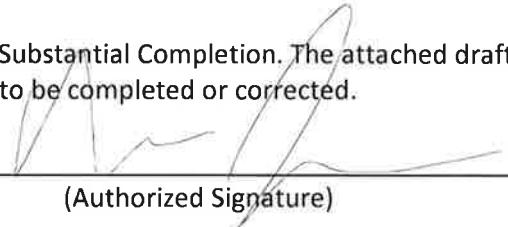
Please contact me if you have any questions on these punch list items.



**CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION**

Crestline Construction \_\_\_\_\_ hereby notifies the Engineer that construction Work on the Project, **City of White Salmon, Washington Jewett Water Main Improvements - 2019**, has been substantially completed in accordance with all requirements of the Project Contract Documents. The Contractor also verifies that Operation and Maintenance Manuals and Record Drawings, as required by the Contract, have been submitted to the Engineer, and all system components have been properly installed, serviced, and lubricated where appropriate, and checked and tested for proper operation, all as recommended by the product manufacturer and as required by the Contract Documents. The Contractor further states that proper training has been given to the Owner's designated representative as to proper operation and service of the Project system and components.

The Contractor requests the Engineer issue a Certificate of Substantial Completion. The attached draft punch list prepared by the Contractor lists items that need to be completed or corrected.

By:   
(Authorized Signature)  
Nick Jacob  
(Name)  
Project Manager  
(Title)  
12/03/2020  
(Date)

-----  
(All items below the dotted line shall be completed by the Engineer.)

Review by Engineer:

An inspection <sup>was performed on</sup> is scheduled for December 2, 2020 to determine the status of completion.  
(Date and Time)

Construction Work was found not to be substantially complete. The Contractor shall complete the necessary Work and resubmit a new "Contractor's Notice of Substantial Completion."

By:   
(Authorized Signature)  
DAVID JENSEN  
(Name)  
Senior Engineer  
(Title)  
December 7, 2020  
(Date)

**File Attachments for Item:**

3. Personal Services Contract Amendment, WSP On-Call Services

a. Presentation and Discussion

b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: January 20, 2021  
Agenda Item: Personal Services Contract – WSP USA Inc. On Call Services  
Presented By: Jan Brending, Clerk Treasurer

### **Action Required**

Authorization for Mayor to sign Amendment No. 1 to WSP USA Inc. personal services contract for on call land use planning services.

### **Motion**

Move to authorize the Mayor to sign Amendment No. 1 to WSP USA Inc. personal services contract for on call land use planning services extending the date of the contract to August 31, 2021 and providing for a 2021 fee schedule.

### **Explanation of Issue**

The City of White Salmon has a contract with WSP USA Inc. for on call land use planning services. This contract expired December 30, 2020 and needs to be amended to provide for an expiration date of August 31, 2021 and provide for a 2021 fee schedule.

The City is currently in the process of amending its critical areas ordinance. WSP is providing land use planning services for this project which is covered under the “on call personal services contract” with WSP. In addition, the city has not yet hired a land use planner (planned for this spring) and may be in need of on call land use planning services between now and the time a land use planner can be hired.

The proposed amendment extends the personal service contract (retroactively) to August 31, 2021 and provide3s for a 2021 fee schedule.

### **Staff Recommendation**

Staff recommends authorizing the Mayor to sign Amendment No. 1 to the WSP USA Inc. personal services contract for on call land use planning services extending the termination date to August 31, 202 and providing for a 2021 fee schedule.

**Amendment No. 1  
Personal Services Contract  
WSP USA Inc.  
On-Call Services**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and WSP USA Inc. (CONTRACTOR), dated June 6, 2019.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on ~~December 31, 2020~~ **August 31, 2021**.

**Statement of Work**

- (a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A, **as amended with 2021 fee schedule**, attached hereto and by this reference made a part hereof.
- (b) Each specific project or service provided under this contract will require a scope of work with estimated hours and costs associated with the project or service to be approved by the City of White Salmon City Administrator.

**Consideration**

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in Exhibit A, Statement of Work **as amended with 2021 fee schedule**.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to WSP USA Inc.'s (BergerABAM, Inc.'s) fee schedule included in Exhibit A, **as amended with 2021 fee schedule**

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

CONTRACTOR  
**WSP USA Inc.**

OWNER  
**City of White Salmon**

\_\_\_\_\_  
**Helen Devery, Vice President/Area Manager**

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

Amendment No. 1 to the on-call planning services contract, including the critical areas ordinance update task, will be subject to the following hourly rates for the personnel working on this project.

| <b>Staff</b>        | <b>Role</b>   | <b>Hourly Rate</b> |
|---------------------|---|--------------------|
| Scott Keillor, AICP | Project Manager/Current and Long Range Planning Oversight                 | \$242.79           |
| Dustin Day, PWS     | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$177.90           |
| Ethan Spoo, AICP    | Deputy Project Manager/Code and Policy Updates/Land Use Review            | \$166.02           |
| Emma Johnson, AICP  | Planner/Land Use Review and Code Updates                                  | \$144.87           |
| Melissa Uland       | Graphic Designer  | \$144.48           |
| Sam Rubin, AICP     | Planner/GIS and Land Use Permitting                                       | \$127.95           |
| Nora Bretana        | Technical Editor  | \$121.02           |
| Sanja Woehlert      | Project Accountant  | \$114.18           |
| Bridget Wojtala     | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$110.49           |

**CITY OF WHITE SALMON  
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and WSP USA Inc., hereafter called Contractor. City's Contract Administrator for this contract is Patrick Munyan, City Administrator.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2020. This contract will supersede any prior contract related to on-call services.

**Statement of Work**

- (a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.
- (b) Each specific project or service provided under this contract will require a scope of work with estimated hours and costs associated with the project or service to be approved by the City of White Salmon City Administrator.

**Consideration**

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in Exhibit A, Statement of Work.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to WSP USA Inc.'s (BergerABAM, Inc.'s) fee schedule included in Exhibit A.

**Amendments**

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

Terms and conditions listed on page two

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**


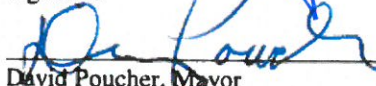
Name (please print): WSP USA Inc.  
Federal Tax ID No: 11-1531569

Address: 116 Third Street, Suite 305  
Hood River, OR 97031-2193  
Phone: 541-386-1047

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

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

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

|                             |   |               |
|-----------------------------|---|---------------|
| Approved by the Contractor: |  | <u>6/6/19</u> |
|                             | Signature   | Date          |
| Approved by the City:       |  | <u>6/5/19</u> |
|                             | David Poucher, Mayor  | Date          |
| Approved by Council:        | <u>6.5.2019</u>   |               |
|                             | Date  |               |

## STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PIRS MEMBERS)

### 1. Retirement System Status

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

### 2. Effective Date and Duration

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

### 3. Government Employment Status

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

### 4. Subcontractors and Assignment

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

### 5. Dual Payment

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

### 6. Funds Available and Authorized

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

### 7. Termination

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

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

### 8. Access to Records

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

### 9. State Tort Claims Act

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

### 10. Compliance with Applicable Law

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

### 11. Indemnification

#### (a) Indemnity-Claims for Other than Professional Liability

Contractor shall save and hold harmless the City, their officers, agents and employees from all claims, suits or actions of whatsoever nature, including intentional acts of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.

#### (b) Indemnity-Claims for Professional Liability

Contractor shall save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the

professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

### 12. Insurance

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

### 13. Ownership of Work Product

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

### 14. Nondiscrimination

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

### 15. Successors in Interest

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

### 16. Execution and Counterparts

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

### 17. Force Majeure

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

### 18. Severability

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

### 19. Errors

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

### 20. Waiver

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

### 21. Other Requirements

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

### 22. Governing Law

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

### 23. Attorney Fees

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

### 24. Merger Clause

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

## EXHIBIT A

### 2019-2020 On-Call Land Use Planning Services

#### Scope of Work and Hourly Rates

##### On-Call Land Use Planning Services

The following list includes, but is not limited to, the on-call, on-going services to be provided by WSP USA Inc. Each request by the city will require a task order and fee for city approval by the City Administrator via a Notice to Proceed.

1. Working with City staff to field and respond to zoning inquiries and development proposals, attend meetings and public hearings, provide efficient customer service and seek ways to solve problems; this assistance includes continually informing, and as desired by the City, working with City staff to build in-house capacity.
2. Teleconferencing and videoconferencing between our Hood River and Vancouver offices and White Salmon City Hall where appropriate and feasible for cost efficiency.
3. Providing telephone and video assistance, chiefly by associate planners, with direction and assistance by senior planners as needed, again for cost efficiency.
4. Conducting pre-application meetings and site visits, writing staff reports, and making presentations to various City Commission and City Council on matters related to land use; pre-applications and land use hearings typically will require assistance by city planners.
5. Working directly with the City Administrator and staff to ensure two-way communication on current planning needs and how they relate to long-range planning initiatives.
6. Working closely with the City to assess regulatory compliance requirements via contact with City, local, state, and federal agencies. The City is currently updating its Critical Areas Ordinance and Comprehensive Plan through separate personal services contract and those updates will not be covered by this contract.
7. Maintain the City's general plan and zoning and related ordinances and maps as required by the City. For example, if the City completes or implements an annexation, the city may require that zoning and plan designation maps be updated. WSP USA Inc. is currently working on updating codes associated with the Planning Commission's authority and that would be covered under this contract.

##### Agreement to Refrain from Representing Clients Other Than the City of White Salmon

WSP USA Inc. agrees to refrain from representing clients located with the Columbia River Gorge National Scenic Area White Salmon Urban Exempt Area and within the city limits of the City of White Salmon in order to prevent a conflict of interest.



**Fees**

Fees will be billed as incurred and will not exceed the following hourly rate per classification without written authorization. Work orders will require a task order description and fee to be approved by the City Administrator with a Notice to Proceed issued.

| Staff                  | Role  | 2019 On-Call | 2020 On-Call |
|------------------------|---|--------------|--------------|
| Scott Keillor, AICP    | Project Manager/Current and Long Range Planning Oversight                 | \$208.73     | \$217.08     |
| Ethan Spoo, AICP       | Deputy Project Manager/Code and Policy Updates/Land Use Review            | \$134.25     | \$139.62     |
| Nicole McDermott       | Senior Planner/Land Use Review and Public Outreach                        | \$133.83     | \$139.18     |
| Emma Johnson, AICP     | Planner/Land Use Review and Code Updates                                  | \$112.02     | \$116.50     |
| Scott Bucklin          | Planner/Land Use Review   | \$106.67     | \$110.94     |
| Sam Rubin, AICP        | Planner/GIS and Land Use Permitting                                       | \$103.30     | \$107.43     |
| Sam Roberts            | Planner/Land Use Review   | \$83.53      | \$86.87      |
| Juanita Rogers, PLA    | Landscape Architect/Park and Trail Design                                 | \$144.98     | \$150.78     |
| Ryan West, PLA, ENV SP | Landscape Architect/GIS and Park Design                                   | \$130.82     | \$136.05     |
| Dustin Day, PWS        | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$153.35     | \$159.48     |
| Allison Kinney         | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$93.09      | \$96.81      |
| Eric Eiseman, J.D.     | Planner/code and Policy Updates/Land Use Review                           | \$180.00     | \$187.20     |

Additional staff will be billed at direct salary cost times WSDOT audited overhead rate percentage times 10% fixed fee.

Expenses will be billed at cost plus 10 percent.

**File Attachments for Item:**

4. Personal Services On Call Services Contract - CAO Task Order Amendment No. 1

a. Presentation and Discussion

b. Action



---

## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: January 20, 2021  
Agenda Item: Personal Services Contract – WSP USA Inc. On Call Services, Task Order – Critical Areas Ordinance Update  
Presented By: Jan Brending, Clerk Treasurer

### **Action Required**

Authorization for Mayor to sign Amendment No. 1 to WSP USA Inc. on call services, Task Order – Critical Areas Ordinance.

### **Motion**

Move to authorize the Mayor to sign Amendment No. 1 to WSP USA Inc. on call services Task Order – Critical Areas Ordinance Update increasing the not to exceed amount from \$49,908 to \$62,248 (an increase of \$12,340) and to extend the completion of the project to August 31, 2021.

### **Explanation of Issue**

The City of White Salmon hired WSP USA Inc. (BergerABAM at the time) to update its Critical Area Ordinance in 2018. The initial work to update the ordinance was completed by WSP in 2019 and has been submitted to staff for review. The staff review has not been completed since that time. In order to complete the update by June 2021, additional funding is needed because WSP fees have increased. The City has spent \$24,138.48 of the \$62,248 (includes the proposed increase in funding) leaving \$38,109.52. Staff has worked with WSP to develop a realistic schedule for completion of the CAO update. This schedule takes into consideration the schedule for the City's Comprehensive Plan Update

### **Staff Recommendation**

Staff recommends authorizing the Mayor to sign Amendment No. 1 to the WSP USA Inc. on call services Task Order – Critical Areas Ordinance Update.



January 11, 2021

Mr. Patrick Munyan, City Administrator  
Ms. Jan Brending, Clerk/Treasurer  
City of White Salmon  
100 North Main Street  
White Salmon, WA 98672

Subject: On-Call Planning Contract Amendment No. 1 Critical Areas Task

Dear Pat and Jan:

Thank you for the opportunity to provide ongoing planning support to the City of White Salmon for the City's critical areas ordinance update. This proposal outlines proposed amendments (Amendment No. 1) to the on-call planning contract and critical areas ordinance task to continue to provide these services to the City in 2021.

## PROJECT UNDERSTANDING

The City and WSP USA entered into a contract to provide on-call planning services in March 2018. The contract expired December 31, 2020, and the City is requesting it be extended until December 31, 2021. This amendment reflects WSP's hourly rate structure for 2021 for the amended period (2021) as noted in the "Fee" section of this proposal.

WSP has been working on Phase 2 of the City's critical areas ordinance update under the on-call planning contract since August 2018. The project has been delayed awaiting staff review of the draft code prior to completing remaining tasks, including stakeholder review, a public open house, and adoption. Due to the extended project timeline, WSP requires additional project management for ongoing coordination with the City during 2021. For this task and for all work in 2021 under the overall on-call planning contract, WSP's new 2021 hourly rate structure will apply to tasks remaining to be completed. As requested by the City, WSP has provided an updated project schedule to finish the critical areas ordinance update by the end of 2021.

## OVERALL PROJECT ASSUMPTIONS

This scope of work was developed based on the following assumptions. Task-specific assumptions are included in each task.

- The on-call project duration is an additional 12 months through December 2021.
- WSP 2021 hourly rates for on-call planning, including all work in 2021 and the remainder of the critical areas ordinance tasks, will apply as reflected in the "Fee" section of this proposal.

## SCOPE OF WORK (CRITICAL AREAS ORDINANCE UPDATE)

The following scope of work details the additional work WSP will complete during 2021 to assist the City in completing its critical areas ordinance update (Task Order 2) under the existing task order dated August 9, 2018.

### Task 1.0: Project Management and Communication

WSP anticipates additional coordination with the City during 2021, including meetings and teleconferences to complete the project, as well as ongoing status updates and monthly invoicing. The following project management activities will be completed in 2021.

- Up to 12 additional monthly invoices and project status updates.
- Ongoing email correspondence.
- Participation by one WSP senior planner and senior natural resource scientist in up to four phone calls or virtual meetings.
- Participation by one WSP senior planner and senior natural resource scientist in one in-person meeting.
- Additional project management time for staff to refamiliarize with the project.

#### Assumptions

- Phone calls, virtual, and in-person meetings are assumed to be up to 1 hour long

#### Deliverables

- Monthly invoices and progress reports

## SCHEDULE

Based on discussions with City staff, the critical areas ordinance update needs to be completed by the end of 2021 and staff requested a new schedule taking into account the delay experienced thus far and remaining tasks to be completed. WSP proposes the following schedule to complete the project.

| Task Number | Task Name                             | Schedule   |
|-------------|---------------------------------------|--|
|             | Notice to Proceed                     | February 1, 2021   |
| 1.0         | Project Management and Communication  | Ongoing  |
| 2.0         | Finalization of Phase I Work Products | <ul style="list-style-type: none"> <li>• Critical Area Maps               <ul style="list-style-type: none"> <li>- City provides comments: February 19, 2021</li> <li>- WSP Revisions complete: February 26, 2021</li> </ul> </li> <li>• Critical Area Checklist               <ul style="list-style-type: none"> <li>- Draft: July 14, 2021</li> <li>- City provides comments: July 21, 2021</li> <li>- Final: July 28, 2020</li> </ul> </li> </ul> |
| 3.0         | Ordinance Drafting                    | <ul style="list-style-type: none"> <li>• Third Draft               <ul style="list-style-type: none"> <li>- City sends ordinance draft to agencies/stakeholders: March 1, 2021</li> </ul> </li> </ul>  |

|     |                    |  |
|-----|--------------------|--|
|     |                    | <ul style="list-style-type: none"> <li>- Agency/stakeholder comments received: March 31, 2021</li> <li>• Fourth Draft: April 30, 2021</li> <li>• Final Draft: June 18, 2021</li> </ul>   |
| 4.0 | Public Involvement | Open House: Week of May 10 to 14, 2021   |
| 5.0 | Adoption           | <ul style="list-style-type: none"> <li>• SEPA Checklist               <ul style="list-style-type: none"> <li>- Draft checklist to City: May 21, 2021</li> <li>- City finalizes checklist and issues determination May 28, 2021</li> <li>- City issues 60-day commerce notice: June 4, 2021</li> </ul> </li> <li>• City Council Public Hearing: August 4, 2021</li> </ul> |

## COMPENSATION

The following additional professional fees, including \$8 in expenses, will be billed as incurred for the critical areas ordinance update and will not exceed \$12,340 without written authorization. There is no change to the scope of Tasks 2-5. However, we are adding budget to allow for completion of those tasks at current billing rates.

|   |                        |
|---|------------------------|
| Task 1.0: Project Management and Communication  | \$5,779                |
| Task 2.0: (Adjustment for Hourly Rate Increase) | \$1,172                |
| Task 3.0: (Adjustment for Hourly Rate Increase) | \$2,606                |
| Task 4.0: (Adjustment for Hourly Rate Increase) | \$1,240                |
| Task 5.0: (Adjustment for Hourly Rate Increase) | \$1,535                |
| Expenses:                                       | \$ 8                   |
| <b>Total Increase</b>                           | <b><u>\$12,340</u></b> |

## 2021 BILLABLE RATES

Amendment No. 1 to the on-call planning services contract, including the critical areas ordinance update task, will be subject to the following hourly rates for the personnel working on this project.

| Staff               | Role  | Hourly Rate |
|---------------------|---|-------------|
| Scott Keillor, AICP | Project Manager/Current and Long Range Planning Oversight                 | \$242.79    |
| Dustin Day, PWS     | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$177.90    |
| Ethan Spoo, AICP    | Deputy Project Manager/Code and Policy Updates/Land Use Review            | \$166.02    |
| Emma Johnson, AICP  | Planner/Land Use Review and Code Updates                                  | \$144.87    |
| Melissa Uland       | Graphic Designer  | \$144.48    |
| Sam Rubin, AICP     | Planner/GIS and Land Use Permitting                                       | \$127.95    |
| Nora Bretana        | Technical Editor  | \$121.02    |
| Sanja Woehlert      | Project Accountant  | \$114.18    |

Mr. Pat Munyan and Ms. Jan Brending  
January 11, 2021  
Page 4

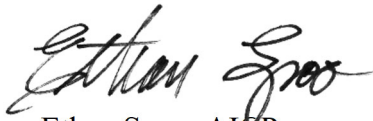
|                 |   |          |
|-----------------|---|----------|
| Bridget Wojtala | Environmental Scientist/Critical Areas Codes and Environmental Permitting | \$110.49 |
|-----------------|---|----------|

**CLOSING**

If you wish to accept this proposal for Amendment No. 1, please provide us with a contract. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal, and we look forward to working with you. Should you have questions, please call me at 360-823-6100.

Sincerely,



Ethan Spoo, AICP  
Senior Lead Consultant, Land/Urban Planner



Helen Devery  
Managing Director, Regional Leader

ES:HD:nb

RECEIVED  
AUG 13 2018  
BergerABAM

**Formal Task Assignment Document**

**Professional Planning Services**

**BergerABAM**

**On-Call Contract#**

**Contract Expiration:**

**Task Order: #2**

**Task Order Date:**

**City of White Salmon Critical Areas Ordinance Update, Phase II**

Task Order No. 2 is for BergerABAM to prepare Phase II of the City of White Salmon's Critical Areas Ordinance. This work will be conducted in accordance with the City of White Salmon Personal Services Contract approved by the City Council on March 21, 2018 for on-call professional planning services by and between the City of White Salmon, a municipal corporation of the state of Washington and BergerABAM.

**PROJECT UNDERSTANDING**

On March 21, 2018, the White Salmon City Council authorized BergerABAM to complete Phase I of the City's critical areas ordinance (CAO) update. The first phase included an audit of the City's existing ordinance using the Washington Department of Commerce's (Commerce) critical areas checklist, a Best Available Science (BAS) report, critical areas maps, and an introductory meeting with the City Council and Planning Commission to discuss the project. Phase I of the CAO update is complete.

White Salmon is required to update its CAO by June 30, 2020. Phase II of the White Salmon CAO update will include: finalizing critical areas maps and the checklist from Phase I; drafting revisions to the existing CAO based on the results of the Phase I code audit; incorporating input from technical advisory committee (TAC) and City Council; facilitating a public open house; and presenting the code to City Council for adoption.

**OVERALL PROJECT ASSUMPTIONS**

BergerABAM used the following overall assumptions to develop this Phase II scope of work and cost estimate. In addition, task specific assumptions are included below.

- Phase II work is anticipated to take up to one year following the City's notice to proceed.
- The Phase II schedule may change depending on the outcome of public involvement activities.
- City staff and the City's existing CAO, indicate that critical aquifer recharge areas (CARA) do not exist in the City and do not need to be mapped or regulated.
- If it is later determined that CARAs exist within the City or its urban area and the City would like to map and regulate these areas, a contract amendment will be required.
- Tsunami and mine hazards are not present, and maps or other work products to address these hazards are not included.
- BergerABAM will provide all draft work products in Microsoft Word or PDF format.
- City staff is responsible for public meeting logistics, including scheduling, venue, noticing, material distribution, meeting minutes, recording, and sign-in sheets.



- BergerABAM will participate in one City Council Hearing, all other TAC, Planning Commission, and City Council meetings are excluded.
- City staff is responsible for creating and updating an informational project website.
- To map critical areas, BergerABAM will rely on existing GIS data sources available on the internet and will not conduct field studies (e.g., wetland delineation and assessment or confirmation of critical areas boundaries).
- Printing is excluded, but may be provided through a contract amendment.
- In-person project management meetings will occur at White Salmon City offices or at BergerABAM's Hood River office.
- City staff are responsible for all communication and meetings with state review agencies, such as Commerce, the Department of Ecology, and the Department of Natural Resources (DNR).
- One round of review by City staff and edit by BergerABAM on all work products is included.

#### **SCOPE OF WORK**

The following scope of work is for Phase II of the City's CAO update and includes ordinance preparation, public involvement, code adoption process assistance, and finalization of the critical areas maps and checklist.

#### **Task 1: Project Management and Communication**

BergerABAM will communicate with the City throughout the approximate twelve-month project duration. This task includes the following.

- Email correspondence.
- Participation by one BergerABAM senior planner in up to six 1-hour phone calls.
- Attendance by one senior planner and one senior natural resource scientist at up to two 60-minute in-person meetings.
- Up to 12 brief monthly project status updates included with invoices.

#### ***Deliverables***

- Up to 12 monthly invoices and project status updates

#### **Task 2: Finalization of Phase I Work Products**

BergerABAM will finalize the draft critical areas maps and critical areas checklist prepared during Phase I. BergerABAM's work associated with the updates is detailed below.

- **Critical Area Maps.** In Phase I of the project, BergerABAM created nine separate draft critical areas maps for City review. These maps will be used in Phase II at the public open house, joint Planning Commission-City Council workshop, and adoption hearings. BergerABAM will update the maps twice based on staff comments prior to the public open house and prior to the City Council adoption hearing for final adoption and incorporation into the CAO.
- **Critical Areas Checklist:** The draft critical areas checklist identifies necessary updates based on the City's existing CAO. BergerABAM will update the checklist based on the final draft critical

areas ordinance (Task 3) prior to the City Council adoption hearing. BergerABAM will provide a draft to staff for review and prepare a final checklist addressing staff comments received.

**Assumptions**

- Updates to the maps will be minor and not require significant changes.
- Updates to the BAS report prepared in Phase I are excluded.
- BergerABAM will not edit the topology (line work) of GIS data obtained from online sources.
- White Salmon and Klickitat County do not have a local wetland inventory.
- CAO maps will be high-resolution PDF files for upload to the City's website for convenient download by applicants and the public.

**Deliverables**

- Draft and final versions of up to nine critical areas maps
- Draft and final critical areas checklist

**Task 3: Ordinance Drafting**

Based on code changes identified in the draft critical areas checklist and BAS report and based on critical areas present within the City as identified on the critical areas maps in Phase I, BergerABAM will make draft changes to the City's CAO per the requirements of Washington Administrative Code (WAC) chapters 365-190, 365-905, 365-196, and Revised Code of Washington 36.70A. To produce the draft critical areas code, BergerABAM will complete the following tasks:

- First draft: Prepare a redline edit of the City's existing CAO and provide it to City staff for review and comment.
- Second draft: Edit the draft CAO based on staff comments.
- Third draft: Edit the draft CAO based on TAC comments and provide it to the City for public review and comment at an open house. The City will provide the same draft to the City Council and Planning Commission for review and comment at a joint workshop.
- Fourth draft: Revise the draft CAO based on comments provided at the open house and joint City Council- Planning Commission workshop and provide it to the City to include with its 60-day notice to Commerce.
- Final draft: If necessary, prepare a final redline CAO based on comments provided by Commerce and review agencies to the City for adoption by the Planning Commission and City Council.

**Assumptions**

- Prior to City staff providing the draft CAO to the TAC, public, Planning Commission, and City Council, BergerABAM may make edits as requested by staff during their review for confirmation of changes. These edits will be minor and are not considered drafts for the purposes of this scope.
- The draft CAO will incorporate changes identified during the City's shoreline master program update as a starting point for the CAO.

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- Only required changes identified during Phase I of the project and identified during Phase II by the public, Planning Commission, and City Council will be made to the CAO. These changes will be minor. If optional changes are identified by staff or more significant reworking of the CAO is necessary based on stakeholder input, additional draft versions of the CAO will be required and a contract amendment will be necessary.
- Updates to the heritage trees section of the CAO, a habitat and species of local importance, are excluded.
- Changes to the CARA section of the CAO are excluded because these areas are not present in White Salmon.

#### *Deliverables*

- Five redline CAO drafts (first, second, third, fourth, and final)

#### **Task 4: Public Involvement**

The City will conduct public involvement activities to obtain input from the public and decision-makers for the CAO update. To support the City in public involvement activities, BergerABAM will complete the following tasks:

- Prepare for and participate in one 2-hour public open house to present the critical areas mapping and the draft CAO and answer questions. Open house tasks include:
  - Preparation of a draft introductory slide presentation of the draft CAO. City will provide one round of review and comment on the presentation.
  - Facilitation of up to two “stations” addressing specific critical areas topics to answer specific questions.
  - Preparation of up to four graphic boards for use at the open house stations.

#### *Assumptions*

- The City is responsible for organizing and corresponding with the TAC, and for conveying TAC input to BergerABAM.
- City of White Salmon staff will be present at the open house to assist in answering public questions.
- Two BergerABAM personnel (natural resource scientist and senior planner) will attend the open house.

#### *Deliverables*

- Draft and revised slide presentation

#### **Task 5: Adoption Process**

BergerABAM will assist the City in the CAO adoption process, including drafting the State Environmental Policy Act (SEPA) checklist to support the CAO update and attending Planning Commission and City Council adoption hearings as follows:

- **SEPA Checklist:** A SEPA threshold determination is required for all Growth Management Act determinations and must be completed prior to CAO adoption. BergerABAM will prepare the draft non-project SEPA checklist for the City's review and finalization.
- **City Council Public Hearing:** One BergerABAM planner and one natural resource scientist will attend the City Council public hearing to present the draft CAO and answer questions. For this effort BergerABAM will:
  - Prepare for, attend, present the draft CAO to the City Council, and answer questions at one 2-hour hearing.
  - Update the open house slide presentation for use by City staff at the Planning Commission public hearing and by BergerABAM at the City Council public hearing.
  - Provide a cover memorandum summarizing changes to the CAO and incorporating one round of staff review to the City Council prior to its hearing.

*Assumptions*

- The City will be the SEPA lead agency and will issue the SEPA notice and determination.
- The City will issue either a determination of nonsignificance or mitigated determination of nonsignificance after its SEPA review.
- Preparation of an environmental impact statement is excluded.
- One City Council meeting will be required. If more Council meetings are necessary, a contract amendment will be necessary.
- City staff will complete the 60-day notice of adoption to Commerce.

*Deliverables*

- City Council slide presentation revision
- City Council summary memorandum

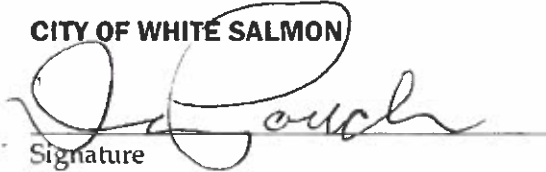
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**FEE**

Work for the CAO update Phase II, including \$184.00 in expenses, shall not exceed \$49,908 without prior approval of the City Council of the White Salmon.

**ACCEPTED BY**

**CITY OF WHITE SALMON**

  
Signature

David Poucher  
Name (Printed)

Mayor  
Title

8/9/18  
Date

**BergerABAM**

  
Signature

Helen Devery  
Name (Printed)

Vice President  
Title

August 3, 2018  
Date

**File Attachments for Item:**

5. Resolution 2021-01-515 Declaring Surplus Property and Providing for Transfer of Property

a. Presentation and Discussion

b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: January 20, 2021  
Agenda Item: Resolution 2021-01-515, Declaring Surplus Property and Providing for Transfer of Ownership  
Presented By: Jan Brending, Clerk Treasurer

### **Action Required**

Approve Resolution 2021-01-515, Declaring Surplus Property and Providing for the Transfer of Ownership of 14 fire truck tires.

### **Proposed Motion**

Motion to adopt Resolution 2021-01-515, Declaring Surplus Property and Providing for Transfer of Ownership of 14 fire truck tires to Klickitat County Fire District #13 – Appleton.

### **Explanation of Issue**

The Fire Department has 14 fire truck tires (315/80 R 22.5) that are no longer needed by the Fire Department. State statute allows the city to transfer ownership of surplus property to another political entity. Klickitat County Fire District #13 – Appleton has said they can use the tires. The city would have to pay a disposal fee to dispose of these tires

### **Staff Recommendation**

Staff recommends the City Council adopt Resolution 2021-01-515 Declaring Surplus Property and Providing for Transfer of Ownership.

**RESOLUTION 2021-01-515**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF WHITE SALMON, WASHINGTON,  
DECLARING SURPLUS PROPERTY AND PROVIDING FOR TRANSFER OF  
OWNERSHIP**

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

**WHEREAS,** RCW 39.33.010 allows any municipality to transfer property to any state,  
municipality or political subdivision; and

**WHEREAS,** the property described below is surplus to the needs of the City of White Salmon;  
and

**WHEREAS,** to dispose of the property described below the City of White Salmon would have to  
pay a fee and otherwise has nominal value; and

**WHEREAS,** Klickitat County Fire District #13 - Appleton can use the property; and

**WHEREAS,** it is in the best interest of the City of White Salmon to convey the property to  
Klickitat County Fire District #13 - Appleton and

**NOW, THEREFORE,** be it resolved by the City Council of the City of White Salmon:

1. The following items are hereby surplused and transferred to Klickitat County Fire District  
#13 – Appleton effective immediately.

14 tires – Type 315/80 R22.5

**ADOPTED** by the Council of the City of White Salmon, Washington. Dated this 20<sup>th</sup> day of  
January, 2021.

\_\_\_\_\_  
**Marla Keethler, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Jan Brending, Clerk Treasurer**

\_\_\_\_\_  
**Kenneth B. Woodrich, City Attorney**



**File Attachments for Item:**

6. Resolution 2021-01-516 Declaring A Local Emergency Due to Public Safety and Health Issues Related to City Vine Street Wastewater Main Line

a. Presentation and Discussion

b. Action



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**AGENDA MEMO**

Needs Legal Review: Yes  
Meeting Date: January 20, 2021  
Agenda Item: Resolution 2021-01-516 Declaring Local Emergency Due to Public Safety and Health Issues Related to Vine Street Main Wastewater Line  
Presented By: Pat Munyan, City Administrator and Jan Brending, Clerk Treasurer

**Action Required**

Approve Resolution 2021-01-516, Declaring Local Emergency Due to Public Safety and Health Issues Related to Vine Street Main Wastewater Line

**Proposed Motion**

Motion to adopt Resolution 2021-01-515 Declaring Local Emergency Due to Public Safety and Health Issues Related to Vine Street Main Wastewater Line.

**Explanation of Issue**

On January 14, 2021 the City of White Salmon public works department was notified of wastewater flowing on property located off of Jewett Blvd. (Highway 141). Upon inspection, it was determined that a main wastewater line running from the north across Grandview Blvd. and Vine Street to Jewett Blvd. (Highway 141) has failed at the manhole on Vine Street.

An emergency is present that necessitates the utilization of emergency powers granted pursuant to the City of White Salmon Comprehensive Emergency Management Plan. To properly access appropriate services and equipment in a timely manner the City needed to waive competitive bidding required and award all necessary contracts on behalf of the city to properly address the incident.

The City has hired Artistic Excavation to do the work on the Vine Street Wastewater Main Line. The wastewater leak has been stopped and the abandoned sewer line capped. The contractor is setting up a pump system next week so the Vine Street manhole can be repaired.

Additional information will be provided at the city council meeting.

**Staff Recommendation**

Staff recommends the City Council adopt Resolution 2021-01-516 Declaring Local Emergency Due to Public Safety and Health Issues Related to Vine Street Main Wastewater Line.

**RESOLUTION 2021-01-516**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, DECLARING A LOCAL EMERGENCY DUE TO PUBLIC SAFETY AND HEALTH ISSUES RELATED TO VINE STREET WASTEWATER MAIN LINE**

**WHEREAS**, on January 14, 2021 the City of White Salmon public works department was notified of wastewater flowing on property located off of Jewett Blvd. (Highway 141) and determined that the that a main wastewater line running from the north across Grandview Blvd. and Vine Street to Jewett Blvd (Highway 141) had failed at the manhole on Vine Street; and

**WHEREAS**, the due to possible property damage, environmental and public health risks the immediate repair of the wastewater line was needed; and

**WHEREAS**, the conditions stated above constitute an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the situation described above, and the immediate risk for property damage and public health risks; and

**WHEREAS**, the City Administrator and the Mayor of the City of White Salmon declared an emergency on January 14, 2021 and authorized the City of White Salmon Public Works Department to enter into contract(s) and incur obligations to address the emergency (Exhibit A);

**NOW THEREFORE**, the City Council of the City of White Salmon, Washington, do resolve as follows:

**Section 1.** There is hereby declared an emergency

**Section 2.** Pursuant to the emergency declared at Section 1, the City is authorized to waive competitive bidding and enter into contract(s) and incur obligations necessary to repair Vine Street main wastewater line, including but not limited to, the purchase of supplies and the hiring of a contractor(s) to repair the 14-inch water main.

**Section 3.** The declaration of a local emergency set forth at Section 1 shall terminate when in the Mayor's judgement the emergency repair of the Vine Street main wastewater line has been completed.

**APPROVED AND ADOPTED** by the Council of the City of White Salmon, Washington.  
Dated this 20<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Marla Keethler, Mayor

ATTEST:

\_\_\_\_\_  
Jan Brending, City Clerk Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Woodrich, City Attorney

Exhibit A



**City of White Salmon  
Office of City Hall**

January 14, 2021

On January 14, 2021 the City of White Salmon public works department was notified of wastewater flowing on property located off of Jewett Blvd. (Highway 141). Upon inspection, it was determined that a main wastewater line running from the north across Grandview Blvd. and Vine Street to Jewett Blvd. (Highway 141) has failed at the manhole on Vine Street.

An emergency is present that necessitates the utilization of emergency powers granted pursuant to the City of White Salmon Comprehensive Emergency Management Plan. To properly access appropriate services and equipment in a timely manner the City may need to waive competitive bidding required and award all necessary contracts on behalf of the city to properly address the incident.

I, Patrick Munyan, City Administrator declare an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the situation described in the first paragraph, above, and the immediate risk for property damage and public health risks.

Pursuant to the emergency declared, the City Public Works Department is authorized to enter into contract(s) and incur obligations to address such emergency with approval by the City Administrator. Emergency measures may include, but is not limited to, the purchase of supplies and the hiring of a contractor for cleanup and repair the main wastewater line.

The declaration of a local emergency shall terminate when in the City Administrator's judgment, the emergency measures contained herein are no longer required to safeguard property and public health.

Signed this 14<sup>th</sup> day of January 2021.

A handwritten signature in blue ink, appearing to read "Patrick Munyan".

Patrick Munyan, City Administrator  
City of White Salmon

Signed this 14<sup>th</sup> day of January 2021.

A handwritten signature in blue ink, appearing to read "Marla Keethler".

Marla Keethler, Mayor  
City of White Salmon

**File Attachments for Item:**

7. Legislative Priorities - City Action Days

a. Presentation and Discussion

b. Action



---

## AGENDA MEMO

Needs Legal Review: No  
Council Meeting Date: January 20, 2021  
Agenda Item: Legislative Priorities – City Action Days  
Presented By: Marla Keethler, Mayor

### **Action Required**

Consensus of the city council to have the mayor present legislative priorities to the State Legislature.

### **Explanation of Issue**

It is beneficial for the interests of White Salmon to reassess its legislative priorities in order to keep pace with the political focus at the regional, state, and occasionally, federal level. The City will provide these priorities to AWC and state representatives to reinforce the issues that are of importance to White Salmon. The agreed upon priorities will also serve as the key talking points that should be reinforced by elected officials when engaging with state officials.

Additional information will be added next week.

**File Attachments for Item:**

8. Approval of Meeting Minutes - December 16, 2020



**CITY OF WHITE SALMON**  
**City Council Regular Meeting – Wednesday, December 16, 2020**  
**Via Zoom Teleconference**

**Council and Administrative Personnel Present**

**Council Members:**

Jason Hartmann  
David Lindley  
Ashley Post  
Jim Ransier  
Joe Turkiewicz

**Staff Present:**

Marla Keethler, Mayor  
Jan Brending, Clerk Treasurer  
Ken Woodrich, City Attorney  
Russ Avery, Operations Manager  
Bill Hunsaker, Building Official/Fire Chief

**1. Call to Order and Pledge of Allegiance**

Marla Keethler, Mayor called the meeting to order at 6:00 p.m. There were approximately 8 people in the audience (by video or telephone). The Pledge of Allegiance was recited.

**2. Roll Call**

All council members were present.

**3. Public Comment**

There was no public comment.

**4. Changes to Agenda**

Jan Brending, Clerk Treasurer asked that an agenda item be added after Business Item #13, Acceptance of Park Restroom Remodel Project.

***Moved by Jason Hartmann. Seconded by Joe Turkiewicz.***

***Motion to add agenda item "Acceptance of Park Restroom Remodel Project" after Business Item #13. CARRIED 5-0.***

**5. Washington Department of Natural Resources Fire Fuel Break Grant, Greg Houle**

Greg Houle, Landowner Assistance Forester with Washington Department of Natural Resources made a presentation regarding the proposed White Salmon Wildfire Community Protection Plan Phase 1 White Salmon Fuel Break. He said the main purpose of the project is to reduce wildfire severity on the eastside of White Salmon. Houle reviewed possible other phases in the White Salmon area that will take place over a number of years.

Council members discussed the project with Greg Houle.

***Moved by David Lindley. Seconded by Ashley Post.***

***Motion to authorize Washington Department of Natural Resources in coordination with the White Salmon Fire Department and landowners to pursue Phase 1 fuel break on the eastside of White Salmon. CARRIED 5-0.***



**6. 2020 Budget Amendment, Ordinance 2020-12-1070**

Jan Brending, Clerk Treasurer reviewed the final amendments to the 2020 budget. She said the budget amendments include the increase of CARES Act funding and associated expenditures, funding related to the Center Place infrastructure improvements, and funding for expenditures related to White Salmon's share of the Bingen treatment plant and Depot Street wastewater main improvement project.

***Moved by Jason Hartmann. Seconded by Joe Turkiewicz.***

***Motion to adopt Ordinance 2020-12-1070, Amending the Budget for the City of White Salmon for the Fiscal Year Ending December 31, 2020. CARRIED 5-0.***

**7. Ordinance 2020-12-1071, Amending WSMC 5.04 Business Licenses**

Jan Brending, Clerk Treasurer said the State of Washington adopted legislation that requires cities to partner with the Washington Department of Revenue (DOR) Business Licensing Service (BLS) to handle the city's business license. She said the city signed an agreement with the DOR in June and has been working to implement the program. Brending said the proposed amendments to WSMC 5.04 Business Licenses includes recommendations from DOR includes a provision that the 2020 business licenses will expire on January 31, 2021 (WSMC 5.04.070). She noted that the proposed amendments include a proposed section that needs to be removed – WSMC 5.04.030 D. Brending said in discussions with the Department of Revenue all of the city's business licenses, including long-term rentals, will be handled through the BLS system.

The City Council and staff discussed the requirement for having a Unified Business Identification number and associated fees.

***Moved by Jim Ransier. Seconded by Jason Hartmann.***

***Motion to adopt Ordinance 2021-12-1071, Amending WSMC 5.04 Business Licenses with the correction of adding the January 31, 2021 date to WSMC 5.04.070 and deleted the proposed addition of WSMC 5.04.030 D. CARRIED 5-0.***

**8. 2021-2022 Interlocal Agreement with City of Bingen, Law Enforcement Services**

Jan Brending, Clerk Treasurer said the City of Bingen contracts with the City of White Salmon for law enforcement services. She said the proposed interlocal agreement covering 2021 and 2022 has been reviewed by the Police Chief, City Attorney and the City of Bingen. Brending noted prior specific language regarding parking enforcement has been deleted while maintaining the broad language regarding enforcement. She said the agreement provides for a 1.7% increase in costs for 2021 and uses the union cost of living adjustment process for determining the 2022 costs.

***Moved by Jason Hartmann. Seconded by Ashley Post.***

***Motion to authorize the mayor to sign the interlocal agreement for law enforcement services for the City of Bingen for the years 2021 and 2022. CARRIED 5-0.***

**9. 2021 Interlocal Agreement with City of Bingen, Treatment Plant ERU Rate**

Jan Brending, Clerk Treasurer said the city pays the City of Bingen to treat White Salmon wastewater. She said each city pays equally into the operation and maintenance fund based on a rate per equivalent residential unit (ERU) which is currently \$14.75. Brending said the 2021 agreement provides for a \$0.25 per increase which has been the standard for a number of years providing for a 2021 rate of \$15.00 per ERU.

***Moved by Jim Ransier. Seconded by Jason Hartmann.***

***Motion to authorize the mayor to sign interlocal agreement with City of Bingen setting the 2021 ERU rate at the amount of \$15.00 per ERU (equivalent residential unit). CARRIED 5-0.***

**10. 2021 Agreement, Washington Gorge Action Programs**

Jan Brending, Clerk Treasurer said the city included \$12,000 in the city's 2021 budget for Youth Center services. She said the proposed agreement is the same agreement the city has used for a number of years providing for \$12,000 for services.

***Moved by Ashley Post. Seconded by David Lindley.***

***Motion to authorize the mayor to sign agreement with Washington Gorge Action Programs providing \$12,000 for Youth Center services in 2021. CARRIED 5-0.***

**11. Memorandum of Agreement Between City of White Salmon and AFSCME Local 1533W Bargaining Units Municipal (Non-Uniformed) Employees CBA and Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA**

Jan Brending, Clerk Treasurer said the city's current Collective Bargaining Agreements (CBAs) with Police Officers, Sergeants, Limited and Non-Commission Employees and Municipal (Non-Uniformed) Employees expires December 31, 2021. She said due to COVID19 the city and the union were unable to negotiate new agreements. Brending said the proposed Memorandums of Agreement extends the current CBAs and associated Memorandums of Understanding to December 31, 2021; provides for negotiating new agreements in 2021 and that per the existing agreements the current methodology for calculating cost of living increases will be used for the 2021 increase. Brending noted that the calculated cost of living increase for 2021 is 1.7% and was used in calculating wages and benefits for the 2021 budget.

***Moved by Jason Hartmann. Seconded by David Lindley.***

***Motion to authorize the mayor and city administrator to sign Memorandums of Agreement between City of White Salmon and Washington State Council of County and City Employees, Council 2, AFSCME related to extending current Collective Bargaining Units and all current Memorandum of Understanding to December 31, 2021 and providing for a 1.7% cost of living increase. CARRIED 5-0.***

**12. Contract Amendment, WSP – Comprehensive Plan Amendment**

Jan Brending, Clerk Treasurer said the city has a contract with WSP USA Inc. for updating the city's comprehensive plan. She said that due to delays related to COVID-19 and the need to extend the contract to May 31, 2021 additional project management tasks and associated costs will be incurred. Brending said the city had also added an additional meeting to the process related to the visioning process in the Fall of 2019 which resulted in a \$5,000 increase and also

requested some additional analysis and information that resulted in an additional element being added to the plan (housing). She said the comprehensive plan update was put on hold in August 2020 in order to negotiate a contract amendment. Brending said the proposed amendment extends the contract date from December 30, 2020 to May 31, 2021 increases the not to exceed amount from \$158,774 to \$183,774. She noted that the process to complete the update will be fast-paced and require Planning Commission members and City Council members (and staff) to expeditiously review documents prior to meetings and provide written comments in a timely manner in order to keep the project moving forward and to not incur any more price increases.

***Moved by Ashley Post. Seconded by Jason Hartmann.***

***Motion to authorize the mayor to sign Amendment No. 1 to WSP USA Inc. Personal Services Contract – Comprehensive Plan Update extending the expiration date from December 31, 2020 to May 31, 2021 and increasing the not to exceed amount from \$158,774 to \$183,744. CARRIED 5-0.***

**13. Contract Task Order Amendment, Anderson Perry & Associates (Garfield Water Line Replacement)**

Jan Brending, Clerk Treasurer said the city council previously authorized a task order with Anderson Perry & Associates for a water line replacement project on Garfield. She said Anderson Perry has been asked by the city to provide an option in the bid documents for a water line replacement on Washington Street that would tie into the Garfield water line. Brending said the amendment provides for engineering services for the replacement of a water line on NW Washington Street west of Garfield and increases the costs of the task order from \$9,000 to \$15,300.

***Moved by Jason Hartmann. Seconded by David Lindley.***

***Motion to authorize approval of amendment to task order for Anderson Perry water engineering services in the amount not to exceed \$15,300 (the amendment adds \$6,300 to the original \$9,000 cost) related to the replacement of water lines on Garfield and Washington Street. CARRIED 5-0.***

**14. Springbrook (Formerly BIAS) Software and Maintenance Agreement – 2021**

Jan Brending, Clerk Treasurer said the city uses Springbrook (formerly BIAS) software for financial, utility billing and permitting purposes. She said Springbrook offers both a desktop and online (cloud) versions of the software and that the city currently uses the desktop version. Brending said with the purchase of BIAS by Springbrook several changes are being made including not making any new updates to the desktop version and focusing on the online (cloud) version. She said in addition, Springbrook will be offering a reporter writer to companies using the online version beginning in 2021. Brending reviewed the costs for the desktop version (\$9,509.77) and the online version (\$20,703.00). She noted that the online version was accounted for in the 2021 budget and that she recommends the city council authorize her to sign the order from with Springbrook for the online version in the amount of \$20,703 plus taxes.

***Moved by David Lindley. Seconded by Joe Turkiewicz.***

***Motion to authorize the clerk treasurer to sign order from for Springbrook Software in the amount of \$20,703 plus taxes. CARRIED 5-0.***

**15. Resolution 2020-12-511, Closing the Pool Fund**

Jan Brending, Clerk Treasurer said Resolution 2020-12-511 provides for closing the pool fund and transferring the remaining balance as of December 9, 2020 of \$46,404.23 to the Current Expense Fund. She said the transfer of funds is accounted for in the 2020 budget.

***Moved by Jason Hartmann. Seconded by Jim Ransier.***

***Motion to adopt Resolution 2020-12-511, Closing the Pool Fund. CARRIED 5-0.***

**16. Resolution 2020-12-512, Closing the Unlimited GO (General Obligation) Fund**

Jan Brending, Clerk Treasurer said Resolution 2020-12-512 provides for closing the unlimited GO (general obligation) fund and transferring the remaining balance as of December 9, 2020 of \$18,061.63 to the Current Expense Fund. She said the transfer of funds s accounted for in the 2020 budget.

***Moved by Jim Ransier. Seconded by Jason Hartmann.***

***Motion to adopt Resolution 2020-12-512, Closing the Unlimited GO (General Obligation) Fund. CARRIED 5-0.***

**17. Resolution 2020-12-513, Revising the Salary Matrix for 2021**

Jan Brending, Clerk Treasurer said the city adopted a memorandum of understanding with the union that establishes the mechanism for determining the annual cost of living adjustment. She said the salary amended 2021 salary matrix provides for a 1.7% cost of living increase for 2021 as provided for in the adopted memorandum of understanding with the union. Brending said the city formally adopts the amended salary matrix each year which applies to both union and management employees.

***Moved by Ashley Post. Seconded by David Lindley.***

***Motion to adopt Resolution 202-12-513, Revising the Salary Matrix for 2021. CARRIED 5-0.***

**18. Acceptance as Complete – Park Restroom Remodel**

Jan Brending, Clerk Treasurer said the park restroom remodel has been inspected by Bill Hunsaker, Russ Avery and Jan Brending on December 9, 2020 and the project has been satisfactorily completed. She said staff is recommending the city council accept the project as complete and authorize payment of the final invoice (less retainage) in the amount of \$36,138.61.

Marla Keethler, Mayor shared photographs of the park restroom remodel She noted that due to COVID19 the restrooms will remain closed until the automatic locks come in and can be installed by public works staff.

***Moved by Ashley Post. Seconded by Jason Hartmann.***

***Motion to accept the park restroom remodel project as complete and authorize payment of final invoice (less retainage) to AQC Builders in the amount of \$36,138.61. CARRIED 5-0.***

**11. Consent Agenda**

- a. Approval of Meeting Minutes – November 18, 2020

- b. Approval of Meeting Minutes – December 2, 2020
- c. Acceptance of Corrected August 2020 Budget Report
- d. Acceptance of Corrected September 2020 Budget Report
- e. Acceptance of October 2020 Budget Report
- f. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16<sup>th</sup> day of December, 2020.

| Type                 | Date       | From  | To                        | Amount            |
|----------------------|------------|-------|---------------------------|-------------------|
| <b>Claims</b>        | 12/16/2020 | EFT   | EFT                       | 8,449.50          |
|                      | 12/16/2020 | 36676 | 36713                     | 79,942.56         |
|                      |            |       | <b>Claims Total</b>       | <b>88,392.06</b>  |
| <b>Payroll</b>       |            |       |                           |                   |
|                      |            |       |                           |                   |
|                      |            |       | <b>Payroll Total</b>      | <b>0.00</b>       |
| <b>Manual Claims</b> | 12/9/2020  | 36674 | 36675                     | 54,026.88         |
|                      |            |       | <b>Manual Total</b>       | <b>54,026.88</b>  |
|                      |            |       |                           |                   |
|                      |            |       | <b>Total All Vouchers</b> | <b>142,418.94</b> |

**Moved by Jim Ransier. Seconded by Jason Hartmann.  
 Motion to approve consent agenda. CARRIED 5-0.**

**11. Department Head and Council Member Reports**

**Bill Hunsaker, Building Official/Fire Chief** thanked the city council for their support for the fuel reduction project and wished everyone a Merry Christmas.

**Russ Avery, Public Works Operations Manager** said that Crestline Construction is just about done with the work on the Jewett Water Main Improvement Project. He said they need to repaint some fire hydrants and complete lowering the water services.

**Jim Ransier, Council Member** said the city council will see a proposed ordinance for the Rental Housing Policy at the next council meeting. He said that he also did a ride along with Officer Kate Daniels. Ransier said it was a great opportunity and was a good learning experience. He thanked the mayor for the virtual tree lighting. Ransier said it was perfect. Keethler said the videos from council members were great.

**Ashley Post, Council Member** congratulated Mayor Keethler on completing her first year as Mayor.

**Jason Hartmann, Council Member** thanked everyone for a great year and hopes that everyone has a good holiday season.

**Marla Keethler, Mayor** said that case counts for COVID-19 are on the rise and that White Salmon is ranked first in the county. She said it is important to lead by example following the guidelines from state officials. Keethler asked council members to spread the word – to be smart and mindful. Keethler said a positive meeting was held with state legislators regarding the Hood River-White Salmon bridge replacement project. She said that discussion of what a bi-state organization would look like was discussed. Keethler noted that the park restrooms will remain closed until public works resumes full-time staffing. She noted that she and Pat Munyan have been looking into the postal delivery issue and will be updating the city council sometime in 2021.

**12. Adjournment**

The meeting adjourned 8:12 p.m.

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Marla Keethler, Mayor

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Jan Brending, Clerk Treasurer