



White Salmon City Council Meeting
A G E N D A
August 21, 2019 – 6:00 PM
220 N Church, White Salmon WA 98672

Call to Order and Presentation of the Flag

Comments

Roll Call

Changes to the Agenda

Business Items

- 1.** Ordinance 2019-08-1048, Amending WSMC 10.08.010 State Route 14 and 141 Speed Limits
 - a. Presentation and Discussion
 - b. Action
- 2.** Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated
 - a. Presentation and Discussion
 - b. Action
- 3.** WSDOT Project Review Reimbursable Agreement, Jewett Water Main Improvements
 - a. Presentation and Discussion
 - b. Action
- 4.** Contract Amendment - Anderson Perry, Construction Engineering - Jewett Water Main Improvements Project
 - a. Presentation and Discussion
 - b. Action
- 5.** Ordinance 2019-08-1050, Amending WSMC Funds
 - a. Presentation and Discussion
 - b. Action
- 6.** City Hall Exterior
 - a. Discussion
 - b. Action

Consent Agenda

- 7.** Approval of Meeting Minutes - August 7, 2019
- 8.** Approval of Vouchers

Department Head and Council Reports

Executive Session (if needed)

Adjournment



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: Ordinance 2019-08-1048, Amending WSMC 10.08.010 State Route 14 and 141 Speed Limits
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Ordinance 2019-08-1048, Amending WSMC 10.08.010 State Route 14 and 141 Speed Limits

Proposed Motion

Motion to adopt Ordinance 2019-08-1048, Amending WSMC 10.08.010 State Route 14 and 141 Speed Limits upon first reading.

Explanation of Issue

The City has submitted a request to Washington State Department of Transportation (WSDOT) to lower the speed limit through the core downtown area from 25 miles per hour to 20 miles per hour. WSDOT is in agreement with this request. The first step to accomplish the need speed limit is for the city to adopt an ordinance.

The east bound limits will be moved from approximately 6th Street to approximately where the Fireman's Park begins (Milepost 1.23).

The city had also requested a change in the 35 miles per hour speed limit from approximately the Church of Latter Day Saints to Garfield. WSDOT is in support of lowering the speed limit in this area to 30 miles per hour. However, we will need to do a subsequent ordinance amendment once the milepost for the west city limits. We are also working with Klickitat County to obtain a concurrence letter from the county for the portion of SR 141 that is not within the city limits. We hope to present the additional ordinance amendment in September.

Once the city has adopted the ordinance for lowering the speed limit to 20 miles per hour, the local WSDOT office in Vancouver will prepare paperwork to send to Olympia in order to change the signage. I have been told to expect that to take several months.

Recommendation of Staff/Committee

Staff and the City Operations Committee recommends adopting Ordinance 2019-08-1048, Amending WSMC 10.08.010 State Route 14 and 141 Speed Limits.

**CITY OF WHITE SALMON
ORDINANCE 2019-08-1048**

**AN ORDINANCE AMENDING WSMC 10.08.010
STATE ROUTE 14 AND 141 SPEED LIMITS AND PROVIDING FOR SEVERABILITY
AND AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of White Salmon wishes to maintain the safety and welfare of city residents and regulating the speed of vehicles in the City; and

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

SECTION 1. White Salmon Municipal Code 10.08.010 – State Route 14 and 141 speed limits, is hereby amended as follows:

Key: Deleted = ~~**bold and strikethrough**~~

Addition = **bold and underline**

10.08.010 – State Route 14 and 141 speed limits.

There shall be and are established the following speed limits, which shall be applicable to the areas within the corporate limits on the city, as hereinbelow specified:

1. From the west city limits upon State Route No. 14 to the east city limits on State Route No. 14, the speed limit shall be designated as forty miles per hour.
- 2, From the east city limits, on State Route 141, to ~~**Sixth Avenue**~~ **M.P. 1.23**, the speed limit shall be designated as thirty-five miles per hour.
3. From ~~**Sixth Avenue**~~ **M.P. 1.23** to M.P. 1.64, .03 miles north of the junction of Garfield Street on State Route No. 141, the speed limit shall be designated as ~~**twenty-five**~~ **twenty** miles per hour.

4. On State Route No. 141 beginning at M.P. 1.64, .03 miles north of junction of Garfield and running within the city limits to M.P. 3.09 fifty feet north of Peck Road encompassing 1.42 mile of the pedestrian walkway the speed limit shall be designated as thirty-five miles per hour.

5. The schematic diagram attached to the ordinance codified in this section is incorporated by reference. The changes, west of M.P. 164 shown the schematic diagram are not incorporated by reference.

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

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect five days following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 21st day of August, 2019.

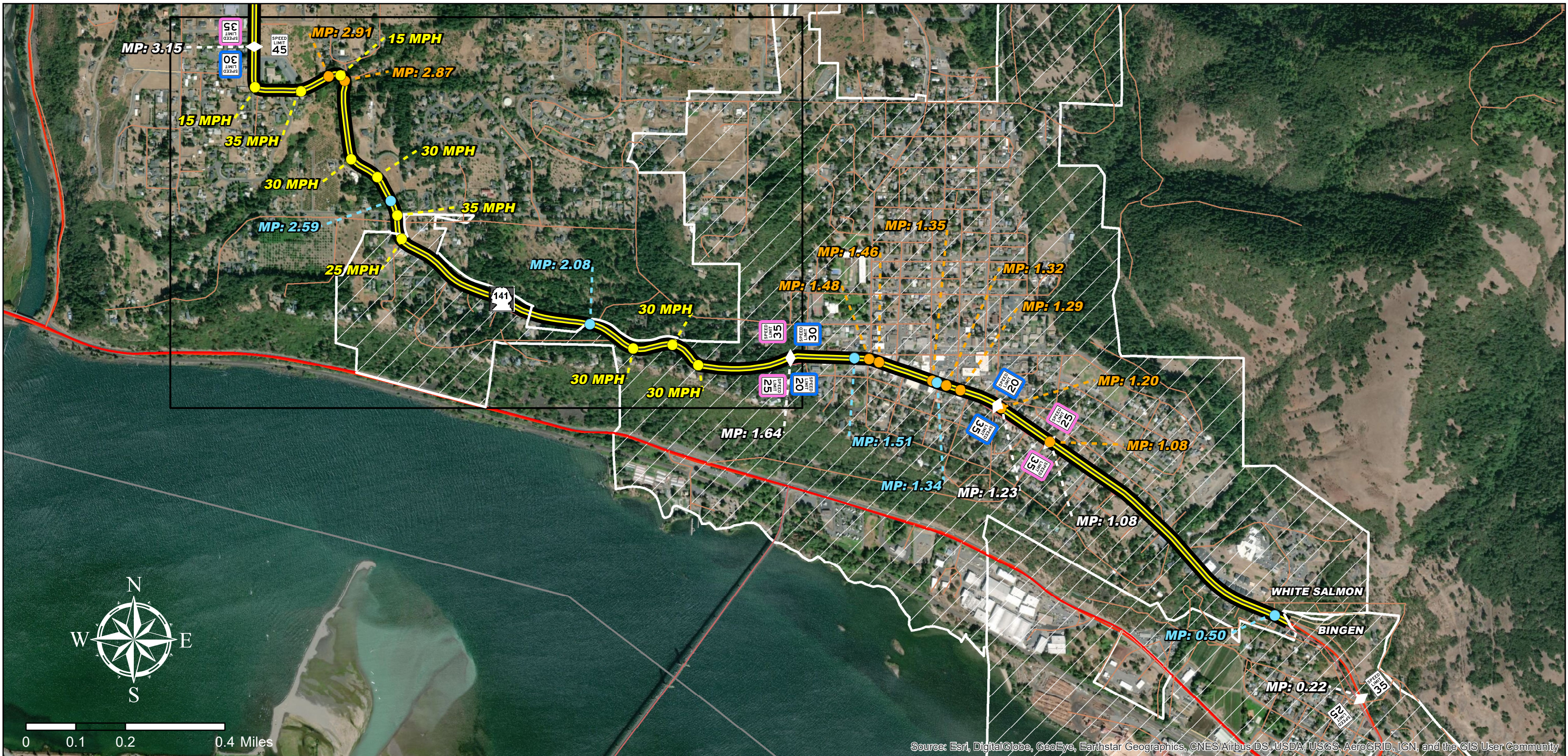
David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney










Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





WHITE SALMON SPEED ZONE CHANGE







		SPEED STUDY 85th%				
MP	0.50	1.34	1.51	2.08	2.59	
NB	36.00	23.00	26.00	36.00	35.00	
PACE	28-37	13-22	19-28	27-36	28-37	
SB	35.00	23.00	25.00	32.00	35.00	
PACE	27-36	13-22	16-25	24-33	27-36	
YEAR	2018	2018	2018	2018	2018	
SP-ZN						

CRASH HISTORY
10/2015 - 10/2018
 MINOR / NO INJURY

ADT (mp 1.48)
2018 - 3,415
2017 - 3,311
2016 - 3,254
2015 - 3,154

SPEED ZONE CHANGES
 EXISTING SPEED ZONE
 PROPOSED SPEED ZONE

MISCELLANEOUS
 RECOMMENDED ADVISORY SPEED LIMIT
 SEE ATTACHED SHEET FOR EXISTING SIGNING

CITY LIMITS 

Item Attachment Documents:

2. Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated

Proposed Motion

Motion to adopt Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated upon the first reading.

Explanation of Issue

After the city authorized several 4-way stop intersections on Wyers, the city received a request to provide for a 4-way stop intersection at 4th and Oak. Residents have stated that individuals who use Dock Grade just Oak and 4th as an avenue for bisecting the intersection of Dock and Jewett Blvd. The residents feel the 4-way stop intersection will slow traffic down and also possibly deter non-resident traffic.

The City Operations Committee has reviewed the request for the 4-way stop intersection and supports the request.

It should be noted that the intersection does include a private road (NE Oak Place) immediately south of 4th Street. Staff and the City Operations Committee feel it is necessary for a stop to be placed at NE Oak Place to make the intersection consistent and to avoid possible accidents with traffic entering Oak Street or 4th Street without stopping.

Recommendation of Staff/Committee

Staff and the City Operations Committee recommends adopting Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections adding a 4-way stop intersection at 4th and Oak.

**CITY OF WHITE SALMON
ORDINANCE 2019-08-1049**

**AN ORDINANCE AMENDING WSMC 10.24.015 – STOP INTERSECTIONS
DESIGNATED – SIGN ERECTION AUTHORIZED**

WHEREAS, the city council has White Salmon Municipal Code 10.24.015 – Stop intersections designated – Sign erection authorized; and

WHEREAS, the city council has determined that an amendment to White Salmon Municipal code 10.24.015 – Stop intersections designated – Sign erection authorized, is necessary; and

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

SECTION 1. White Salmon Municipal Code 10.24.015 – Stop intersection designated – Sign erection authorized, is hereby amended as follows:

Key: Deleted = ~~**bold and strikethrough**~~

Added = **bold and underlined**

10.24.015 - Stop intersections designated—Sign erection authorized.

A. The following intersections are declared to be stop sign positions; the public works director, through its proper officers and agents, shall maintain stop signs at the following intersections:

SE corner and the NW corner at the intersection of NE Center Street and Orchard Street to stop traffic Northbound and Southbound on Orchard Street.

SE corner of intersection of Orchard Street and NE Tohomish Street to stop traffic northbound on Orchard Street.

SE corner of NE Snohomish Street and NE Academy Street within city to stop traffic northbound on NE Snohomish Street at its intersection with NE Academy Street.

NE Corner of Waubish and SW Jewett Blvd.

NE Corner of Garfield and SW Jewett Blvd.

NE Corner of intersection Main Avenue and E. Jewett Blvd.

SW corner of intersection 1st Street and W. Jewett Blvd.

SE Corner of intersection Estes Avenue and Jewett Blvd.

SE Corner of intersection Wauna Street and Jewett Blvd.

SE Corner of intersection Grandview and Jewett Blvd.

NE Corner of NW Vine and NE Grandview.

NE Corner of NE Vine and E Jewett Blvd.

SE Corner of NE Skyline Drive and E Jewett Blvd.

NW corner of NW Rhine Village and NW Skyline Drive.

NE Corner of SE 2nd Street and E. Jewett Blvd.

NE Corner of SE 3rd Street and E. Jewett Blvd.

NE Corner of SE 4th Street and E. Jewett Blvd.

NE Corner of SE 5th Street and E. Jewett Blvd.

NE Corner of SE 6th Street and E. Jewett Blvd.

NE Corner of SE 7th Street and E. Jewett Blvd.

SE Corner of SW Ingram Place and SE Jewett Blvd.

NW Corner of intersection of Lincoln Street & Main Ave.

NW corner of intersection of Lincoln Street & Garfield.

SW corner of intersection of SW Lincoln Street & Garfield.

NE corner of intersection of NE Lincoln Street and Main Avenue.

NE corner of intersection of NE Lincoln Street and Estes Avenue.

NW corner of intersection of NW Washington and NW Michigan Avenue.

NW corner of intersection of NW Washington and NW Main Avenue.

NW corner of intersection of NE Washington and NE Main Avenue.

NE corner of intersection of NE Washington and NE Church Street.

NE corner of intersection of NE Washington and NE Estes Avenue.

NE corner of intersection of NE Washington and NE Wauna Avenue.

NE corner of intersection of NE Washington and NE Snohomish Street.

NE corner of intersection of NE Washington and NE Skagit.

NE corner of intersection of NE Scenic & NE Main Avenue.

NE corner of intersection of NE Scenic & SE Church Street.

NE corner of intersection of NE Scenic and SE Estes Avenue.

NE corner of intersection of NE Scenic and SE Wauna Avenue.

NE corner of intersection of NE Scenic and SE Snohomish Street (Alley South).

NE corner of intersection of NE Scenic and NE Skagit Street.

NE corner of intersection of NE Hood and NE Main Avenue.

NE corner of intersection of NE Hood and SE Estes Avenue.

NE corner of intersection of NE Hood and SE Church Street.

NE corner of intersection of NE Hood and SE Wauna Avenue.

NE corner of intersection of NE Hood and SE Snohomish Street.

NE corner of intersection of NE Hood and SE Skagit.

NE corner of intersection of NE Columbia and NE Main Avenue.

NE corner of intersection of NE Columbia and SE Church Street.

NE corner of intersection of NE Columbia and SE Estes Avenue.

NE corner of intersection of NE Columbia and SE Wauna Avenue.

NE corner of intersection of NE Columbia and SE Snohomish Street.

NE corner of intersection of NE Columbia and SE Skagit.

NW corner of intersection of NW Academy and SE Achor.

NE corner of intersection of NE Academy and SE Wauna Avenue.

NE corner of intersection of SE Academy and Snohomish Street.

NE corner of intersection of NE Academy and Snohomish Street.

NE corner of intersection of SW Academy and Shohomish Street.

NE corner of intersection of NW Academy and Snohomish Street.

NE corner of intersection of NE Green and NE Main Avenue.

NE corner of road NE of Estes and NE of Green (at Y).

NE Corner of intersection of NE Green and SE Estes.

NE corner of intersection of NE Green and SE Academy.

NE corner of intersection of NE Wisconsin and NE Main Avenue.

NE corner of intersection of NE Wisconsin and SE Estes Avenue.

NE corner of intersection of NE Wisconsin and SE Fields.

NW corner of intersection of NW Cherry and SW Main Avenue.

NW corner of intersection of NW Cherry and SW Patton.

NW corner of intersection of NW Cherry and SW Iva.

NE corner of intersection of NE Cherry and SE Fields.

SE corner of intersection of SE Cherry Place and SE Spring.

SE corner of intersection of SE Cherry Place and SE Stauch.

NW corner of intersection of NW Spring and Iva.

NW corner of intersection of NW Spring Street and SE Strawberry Mtn.

NW corner of intersection of NW Spring Street and NW Cherry.

NE corner of intersection of NE Spring and NW Main Avenue.

NE corner of intersection of NE Spring and SW Estes Avenue.

NE corner of intersection of NE Spring and SW Wauna Avenue.

NE corner of intersection of NE Tohomish and SW Main Avenue (Alley).

NE corner of intersection of NE Tohomish and SW Church Street.

NE corner of intersection of NE Tohomish and SW Estes Avenue.

NE corner of intersection of NE Tohomish and SW Wauna Avenue.

NE corner of intersection of NE Tohomish and SW Snohomish Street.

NE corner of intersection of NE Tohomish and S Pioneer Place.

NE corner of intersection of NE Tohomish and NE O'Keefe.

SW Corner of intersection of SW Center and Okeefe.

SW corner of intersection of SW Grandview and Okeefe.

NE corner of intersection of NE Tohomish and Orchard.

NE corner of intersection of NE Center and Orchard.

NE corner of intersection of NE Grandview and Orchard.

SE corner of intersection of SE Riverwatch and Overlanders.

SE corner of intersection of SE Riverwatch and E Jewett Blvd.

NW corner of intersection of NW Garfield and NW Jewett Blvd.

SW corner of intersection of SW Garfield and SW Jewett Blvd.

NW corner of intersection of NW Garfield and SE Jewett Blvd.

NW corner of intersection of NW Center and NE Park.

SE corner of intersection of SE Oak and SE Jewett Blvd.

SE corner of intersection of 1st and Wyers.

NE corner of intersection of 2nd and Wyers.

SE corner of intersection of 2nd and Wyers.

NW corner of intersection of 2nd and Wyers.

SW corner of intersection of 2nd and Wyers.

SE corner of intersection of 3rd and Wyers.

NE corner of intersection of 3rd and Wyers.

SE corner of intersection of 4th and Wyers.

NE corner of intersection of 4th and Wyers.

SW corner of intersection of 4th and Wyers.

NW corner of intersection of 4th and Wyers.

SE corner of intersection of 5th and Wyers.

NE corner of intersection of 5th and Wyers.

NE corner of intersection of 6th Place and Jewett Blvd.

NE corner of intersection of NE Oak Place and Jewett Blvd.

NE corner of intersection of SE Oak Street and 5th Street.

NW corner of intersection of 4th and NE Oak Street.

NE corner of intersection of 4th and NE Oak Street.

SW corner of intersection of 4th and NE Oak Street.

SE Corner of Intersection of 4th and NE Oak Place.

B. Any person failing to fully stop a vehicle at any marked intersection shall be deemed to have committed a traffic infraction and shall be penalized in an amount not less than twenty-five nor more than fifty dollars.

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

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect five days following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 1st day of May, 2019.

Donna Heimke, Mayor Pro Tempe

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Item Attachment Documents:

3. WSDOT Project Review Reimbursable Agreement, Jewett Water Main Improvements
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: Authorization to Sign WSDOT Project Review Reimbursable Agreement
Related to Jewett Water Main Improvements
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization to sign WSDOT Project Review Reimbursable Agreement Related to Jewett Water Main Improvements.

Proposed Motion

Motion to adopt Ordinance 2019-08-1049, Amending WSMC 10.24.015 Stop Intersections Designated upon the first reading.

Explanation of Issue

Because the Jewett Water Main Improvements project lies within SR 141, WSDOT is required to conduct inspections related to trenching and pavement restoration work. The cost for the inspection work is estimated to be \$9,400. These costs are part of the construction costs for the project and can be included in the reimbursement requests from USDA Rural Development associated with the loan.

Recommendation of Staff/Committee

Staff recommends authorization to sign the WSDOT Project Review Reimbursable Agreement related to Jewett Water Main Improvements.



Project Review Reimbursable Agreement		Applicant or Local Agency	
Agreement Number J		Billing Address	
Region		Contact Email	
Contact Name		Contact Phone	
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate		Surety Amount \$ Not Applicable	
SR	MP	Project Name	
Detailed Description of Work by WSDOT Project Review Inspection Other (see description of work)			

This AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter the "ENTITY;" herein after referred to individually as the "Party" and collectively as the "Parties."

Recitals

1. The ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work.
2. The ENTITY is responsible for the costs associated with the work.

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement,

It Is Mutually Agreed to As Follows:

1. GENERAL

- 1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.
- 1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
- 1.3 All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

- 2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.
- 2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.
- 2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.
- 2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

- 3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

- 4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

- 5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

- 6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

- 8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

- 8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.
- 8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

- 9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

REQUESTING ENTITY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____
TIN or Social Security Number of Requesting Entity:	

Item Attachment Documents:

4. Contract Amendment - Anderson Perry, Construction Engineering - Jewett Water Main Improvements Project
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: Contract Amendment, Anderson Perry – Construction Engineering, Jewett Water Main Improvements
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization to sign amendment to contract with Anderson Perry related to construction engineering for the Jewett Water Main Improvements in the amount not to exceed \$325,000.

Proposed Motion

Motion to authorize signing amendment to contract with Anderson Perry related to construction engineering for the Jewett Water Main Improvements in the amount not to exceed \$325,000

Explanation of Issue

Anderson Perry is the city's engineer for the Jewett Water Main Improvements. The current contract provides for design engineering costs (including the amendment recently approved by the city council in the amount of \$14,000). This amendment adds construction engineering costs (reviewing prevailing wage documents, pay estimates, inspections, possible change order, etc.) for the project. The amendment is in the amount not to exceed of \$325,000. These costs are included in the city's USDA Rural Development loan.

Recommendation of Staff/Committee

Staff recommends authorization to sign contract amendment with Anderson Perry related to construction engineering for the Jewett Water Main Improvements in the amount not to exceed \$325,000.

Project: Jewett Water Main Improvements Project

THIS AMENDMENT, made this 21st day of August 2019, amends the AGREEMENT between the CITY OF WHITE SALMON (OWNER) and ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT), dated July 26, 2016.

The changes to the AGREEMENT are described as follows:

SECTION A - CONSULTANT SERVICES

The Scope of Services is hereby modified to include:

Additional services including bidding and award phase services, construction administration, construction observation, surveying, materials testing, project documentation, and project closeout. See Exhibit A for a detailed Scope of Work.

SECTION B - COMPENSATION FOR SERVICES

In consideration for performing the services outlined in this Amendment, the OWNER agrees to compensate the CONSULTANT as follows: on a time and materials basis not to exceed \$325,000, per the CONSULTANT's current Hourly Fee Schedule (Exhibit C). This Amendment increases the total project budget from \$268,700 to \$593,700. See Exhibit B for a detailed budget.

SECTION D - TERM OF AGREEMENT

The Contract shall be effective as of the date set forth above, and shall terminate as of December 31, 2020, or one year from the effective date, whichever is later.

Additional services must be individually authorized by the OWNER.

All other provisions of the AGREEMENT shall remain the same.

CONSULTANT
Anderson Perry & Associates, Inc.

OWNER
City of White Salmon

Jake Hollopeter, P.E.

Name



Signature

Vice President

Title

David Poucher

Name

Signature

Mayor

Title

EXHIBIT A

CITY OF WHITE SALMON JEWETT WATER MAIN IMPROVEMENTS PROJECT CONSTRUCTION ADMINISTRATION SERVICES

SCOPE OF WORK

PROJECT DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide construction engineering services for the City of White Salmon's (OWNER's) Jewett Water Main Improvements Project. Specific project elements include bidding and award phase services, construction administration, construction observation, surveying, materials testing, project documentation, and project closeout.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- Project Management and Contract Administration
- Submit Monthly Invoices
- Provide Project Updates
- Bidding and Award Phase Services
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- On-Site Construction Observation (based on a 120-working day construction contract)
- Daily Observation Reports
- Track Bid Item Quantities
- Oversee and Schedule Subconsultants
- Materials Testing
- Provide Survey Control
- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings
- Facilitate Coordination Between City Staff and Franchise Utilities
- Notify City Staff of Any Property Owner/Resident Concerns with Work Outside of the Right-of-Way

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)

TASK 1 - CONTRACT ADMINISTRATION, INVOICING, AND PROGRESS REPORTS

The CONSULTANT will oversee project tasks and coordinate with OWNER representatives to manage the scope and budget for the project's construction management, administration, on-site observation, and other services.

1. Prepare and submit monthly CONSULTANT invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period with billing rates shown, expenses and associated markups, the total cost for the billing period, subconsultant fees including markups for the billing period, and a total summary.
2. Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as the current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as the total amounts for each invoice. The report will also list the total amount billed to date and the total amount remaining under the contract.
3. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: The date period covered by the report and a brief summary of the work performed during the billing period.
4. Project management. General coordination with the OWNER, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
5. Maintain all contract-required documentation. Provide copies of project files and records to the OWNER for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices, Contract Summary Reports, and Project Status Reports
- ☐ Project Documentation

TASK 2 - BIDDING AND AWARD PHASE SERVICES

The CONSULTANT will advertise the project and perform all construction administration services during the bidding and award phase. The CONSULTANT will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The CONSULTANT will prepare and issue Addendums, attend one pre-bid meeting, and provide assistance during bid review as requested by the OWNER.

TASK 3 - CONSTRUCTION ADMINISTRATION

3.1 Construction Management and Administration

The CONSULTANT will provide complete construction management and administration services. The CONSULTANT will act as the OWNER's representative as provided in the Professional Services Agreement. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.

2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the OWNER.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the OWNER for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. Prepare periodic construction updates for the OWNER.

Deliverables

- ☐ Preconstruction Conference Meeting Minutes
- ☐ Copies of Approved Material Submittals
- ☐ Copies of all Contractor Schedules
- ☐ Construction Change Orders
- ☐ Monthly Pay Estimates
- ☐ On-Site Construction Meeting Minutes
- ☐ Construction Updates
- ☐ Copies of all Written Communications with the Contractor

3.2 Construction Observation

The CONSULTANT will provide on-site construction observation services. The CONSULTANT's Construction Representative will be the CONSULTANT's agent for the project and will act as directed by, and under the supervision of, the CONSULTANT. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT. The CONSULTANT's Construction Representative responsibilities will include the following:

1. Serve as the CONSULTANT's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the CONSULTANT in serving as the OWNER's liaison with the Contractor when the Contractor's operations affect the OWNER's on-site operations.
2. Assist in obtaining additional details or information from the OWNER when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the CONSULTANT when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the CONSULTANT to the Contractor.

5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the CONSULTANT. Transmit to the Contractor in writing decisions issued by the CONSULTANT.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the CONSULTANT of any special conditions encountered.
7. Coordinate with the CONSULTANT in advance of scheduled major inspections, tests, and system startups. Verify that appropriate OWNER personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as: The Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the CONSULTANT of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- ☐ Daily Observation Reports
- ☐ Bid Item Quantities Tracking

3.3 Surveying

The CONSULTANT will provide survey control to the Contractor and complete survey verification as needed. This effort shall generally include setting control points and benchmarks and verifying the Contractor's construction staking as needed. Construction staking will be completed by the Contractor.

3.4 Materials Testing

The CONSULTANT will schedule and provide a qualified testing subconsultant for on-site materials testing and laboratory testing of base course, top course, concrete, and asphalt as required in the Contract Documents.

TASK 4 - PROJECT CLOSEOUT

1. The CONSULTANT will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punch list.
2. The CONSULTANT will conduct a final project walk-through and prepare project closeout paperwork.
3. The CONSULTANT will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

Deliverables

- ☐ Substantial Completion Paperwork
- ☐ Project Punch List
- ☐ Project Closeout Paperwork
- ☐ Construction Record Drawings (one full size paper copy and one electronic pdf copy)

PROJECT ASSUMPTION

The following assumption applies to this Scope of Work: The OWNER will identify a specific Owner Representative.

ADDITIONAL SERVICES

This section of the agreement is for additional work not identified in the CONSULTANT's Scope of Work. No costs are included for additional services in the base construction engineering budget.

**EXHIBIT B
CITY OF WHITE SALMON
JEWETT WATER MAIN IMPROVEMENTS PROJECT
CONSTRUCTION ADMINISTRATION**

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VII	80	\$ 185.00	\$ 14,800
Senior Engineer IV-V	650	\$ 175.00	\$ 113,750
Senior Engineer I-III	250	\$ 155.00	\$ 38,750
Engineering Technician I	1,200	\$ 100.00	\$ 120,000
Professional Surveyor IV-V	16	\$ 155.00	\$ 2,480
Survey Crew Chief I-III	50	\$ 90.00	\$ 4,500
Survey Technician I-III	50	\$ 75.00	\$ 3,750
Senior Technician III-V	50	\$ 100.00	\$ 5,000
	Subtotal		\$ 303,030
DIRECT COSTS AND REIMBURSABLES:			
	Mileage, Equipment, Etc.		\$ 5,470
Subtotal (Consultant Total):			\$ 308,500
Subconsultant Costs (See Exhibit C):			
	Materials Testing Subconsultant		\$ 15,000
	Subconsultant Markup (10%)		\$ 1,500
			\$ 16,500
TOTAL PROJECT CONSTRUCTION ADMINISTRATION BUDGET*:			\$ 325,000

**Construction Administration Budget Based on a 120-Working Day Construction Contract*

EXHIBIT C HOURLY FEE SCHEDULE

April 1, 2019

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS		ENGINEERING		ARCHAEOLOGY	
Technician	\$ 50.00	Engineering Technician I	\$ 95.00	Archaeological Intern	\$ 50.00
Technician I	\$ 55.00	Engineering Technician II	\$100.00	Archaeologist Technician I	\$ 60.00
Technician II	\$ 60.00	Engineering Technician III	\$105.00	Archaeologist Technician II	\$ 65.00
Technician III	\$ 70.00	Engineering Technician IV	\$110.00	Archaeologist Technician III	\$ 70.00
Technician IV	\$ 80.00	Engineering Technician V	\$115.00	Senior Archaeologist I	\$ 90.00
Technician V	\$ 85.00	Engineering Technician VI	\$130.00	Senior Archaeologist II	\$105.00
Technician VI	\$ 90.00	Staff Engineer I	\$100.00	Senior Archaeologist III	\$110.00
Technician VII	\$ 95.00	Staff Engineer II	\$105.00		
Senior Technician I	\$100.00	Staff Engineer III	\$115.00		
Senior Technician II	\$105.00	Project Engineer I	\$120.00	PROJECT REPRESENTATIVES	
Senior Technician III	\$110.00	Project Engineer II	\$125.00	Project Representative I	\$ 95.00
Senior Technician IV	\$115.00	Project Engineer III	\$130.00	Project Representative II	\$100.00
Senior Technician V	\$120.00	Project Engineer IV	\$140.00	Project Representative III	\$105.00
Senior Technician VI	\$130.00	Senior Engineer I	\$150.00	Project Representative IV	\$110.00
Senior Technician VII	\$155.00	Senior Engineer II	\$155.00		
Senior Technician VIII	\$175.00	Senior Engineer III	\$160.00	PLANNING	
		Senior Engineer IV	\$170.00	Senior Planner	\$125.00
		Senior Engineer V	\$175.00		
		Senior Engineer VI	\$180.00	OVERTIME	
		Senior Engineer VII	\$185.00	Overtime Surcharge	\$ 35.00
		Senior Engineer VIII	\$200.00		

SURVEYORS AND CREWS

Survey Technician I	\$ 65.00	Professional Land Surveyor I	\$120.00	Total Station	\$ 23.00
Survey Technician II	\$ 75.00	Professional Land Surveyor II ...	\$125.00	ATV (4-hour minimum)	\$ 30.00
Survey Technician III	\$ 80.00	Professional Land Surveyor III ..	\$135.00	Resource Grade GPS	\$ 20.00
Survey Technician IV	\$ 85.00	Professional Land Surveyor IV ..	\$155.00	Electrofischer	\$ 25.00
Survey Crew Chief I	\$ 90.00	Professional Land Surveyor V ..	\$165.00	Unmanned Aircraft System	
Survey Crew Chief II	\$100.00	GPS Total Station	\$ 40.00	(UAS/Drone)	\$ 45.00
Survey Crew Chief III	\$115.00	Robotic Survey Station	\$ 30.00	GIS Arrow Gold RTK GPS Unit....	
				\$500/week, \$250 minimum	

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.58 per mile for standard highway vehicles as of January 1, 2019. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

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

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

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

Item Attachment Documents:

5. Ordinance 2019-08-1050, Amending WSMC Funds
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: Ordinance 2019-08-1050, Amending WSMC 3.24 Adding 3.24.225 USDA Rural Development Jewett Water Main Improvements
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Ordinance 2019-08-1050 Amending WSMC 3.24 Adding 3.24.225 USDA Rural Development Jewett Water Main Improvements.

Proposed Motion

Motion to adopt ordinance 2019-08-1050 Amending WSMC 3.24 Adding 3.24.225 USDA Rural Development Jewett Water Main Improvements.

Explanation of Issue

USDA Rural Development requires the city to establish a separate fund to account for the construction costs for the Jewett Water Main Improvements project. The proposed amendment creates such a fund. After the project is completed and the loan is closed, the fund will be closed by an amendment to the city's code.

Recommendation of Staff/Committee

Staff recommends adoption of Ordinance 2019-08-1050 Amending WSMC 3.24 Adding 3.24.225 USDA Rural Development Jewett Water Main Improvements.

ORDINANCE NO. 2019-08-1050

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE 3.24,
CREATING A USDA LOAN FUND**

WHEREAS, the City of White Salmon has been received funding for the Jewett Water Main Improvement project from USDA Rural Development; and

WHEREAS, USDA Rural Development requires the city to establish a construction account for all funds related to the Jewett Water Main Improvement project; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON DO HEREBY ORDAIN as follows:

SECTION 1. The following section is added to WSMC Ch. 3.24 as follows:

3.24.225 USDA Rural Development, Jewett Water Main Improvements

There is created and established a fund to be designated as the “USDA Rural Development Jewett Water Main Improvements.” The purpose of this fund is pay for construction costs, including construction engineering costs, associated with the Jewett Water Main Improvement project and to receipt any loan receipts from USDA Rural Development. Any interest accrued on the fund shall be credited to the fund.

Section 2: Severability.

That if any clause, section, or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

Section 3: Effective Date.

This ordinance shall take effect five days following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at its regular meeting this 21st day of August, 2019.

David Poucher, Mayor

APPROVED AS TO FORM:

ATTEST:

Kenneth B. Woodrich, City Attorney

Leana Johnson, Clerk/Treasurer

Item Attachment Documents:

6. City Hall Exterior
 - a. Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: August 21, 2019
Agenda Item: City Hall Exterior
Presented By: Jan Brending, Clerk Treasurer

Action Required

Possible review of the action the council took on August 7 in determining the exterior design for city hall and making possible changes to that action.

Proposed Motion

A motion is needed to make any changes to the option chosen for the city hall exterior at the city council's meeting on August 7.

Explanation of Issue

Mayor Poucher has asked that discussion of the city hall exterior be placed on the city council's August 21st agenda. Attached are the two options that were discussed and voted on at the August 7th meeting.

Staff and City Council Member Marla Keethler provided a display board showing the two options and asked attendees at the Farmers Market and Movies in the Park to select their preferred option. Option 3 (the selected option on August 7) had 17 "dots" and Option 1 (the option that was not selected) had 18 "dots." General comments that were made are listed below:

Option 3

- Simple
- Similar to what exists now
- Probably cheaper

Option 1

- Rock is heavy
- Rock weighs the building down
- Like the rock around windows as it extends eye upward
- Looks more modern
- Is not "Bavaraian/German" theme

Overall message was thankful that something was finally being done.

Mayor Poucher would like to recommend that the rock related to the tower be placed only on the south wall and that the remaining walls stay plain. Two other options for discussion purposes (if the council chooses to discuss this issue) is (1) to place the rock in the middle panel on the tower and leave the remaining panels plain and (2) to place rock around the south facing windows and leave the entire tower plain.

If the counsel desires to maintain the "Bavarian" theme, there are not many choices needed for the color pallet as usually white or off-white with wood trim and dark shutters is used (this is a requirement in Leavenworth, WA).

Recommendation of Staff/Committee

Staff has no recommendation regarding the design. However, staff does recommend that if there are to be any changes to the exterior design that those decisions be made soon so staff an execute a change order to the contract.



Option 1 - East Elevation



Option 1 - South Elevation

PSE

Pioneer Surveying & Engineering, Inc.

Civil/Structural Engineering & Land Planning

125 E. Simcoe Drive
Goldendale, WA 98620

P: 509-773-4945
F: 509-773-5888

pee@pioneersurveying.com

City of White Salmon
City Hall Stone Addition
White Salmon, WA

Option 1 - Elevations

DWG FILE: S:\Users\madsen\Building_Rooms\WS City Hall Layout.dwg

APPROVAL		
DRAWN	MHA	12/31/18
DESIGN	CLM	XXXXXX
CHECKED	CLM	XXXXXX
APPROVED	CLM	XXXXXX

Revisions/Submittals

Date

No.

SHEET NO.

A-1.0

SCALE: AS NOTED

JOB NO. 18-REV.

0

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A B C D E F G H I J K L M N O



**Pioneer Surveying
& Engineering, Inc.**

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City of White Salmon
City Hall Stone Addition
White Salmon, WA

Option 1 - Photos

DWG FILE: S:\Users\madsen\Building_Renovation\WS City Hall Layout.dwg

APPROVAL

DRAWN	MHA	12/31/18
DESIGN	CLM	XXXXXXXX
CHECKED	CLM	XXXXXXXX
APPROVED	CLM	XXXXXXXX

Revisions/Submittals

Date

No.

SHEET NO.

A-2.0

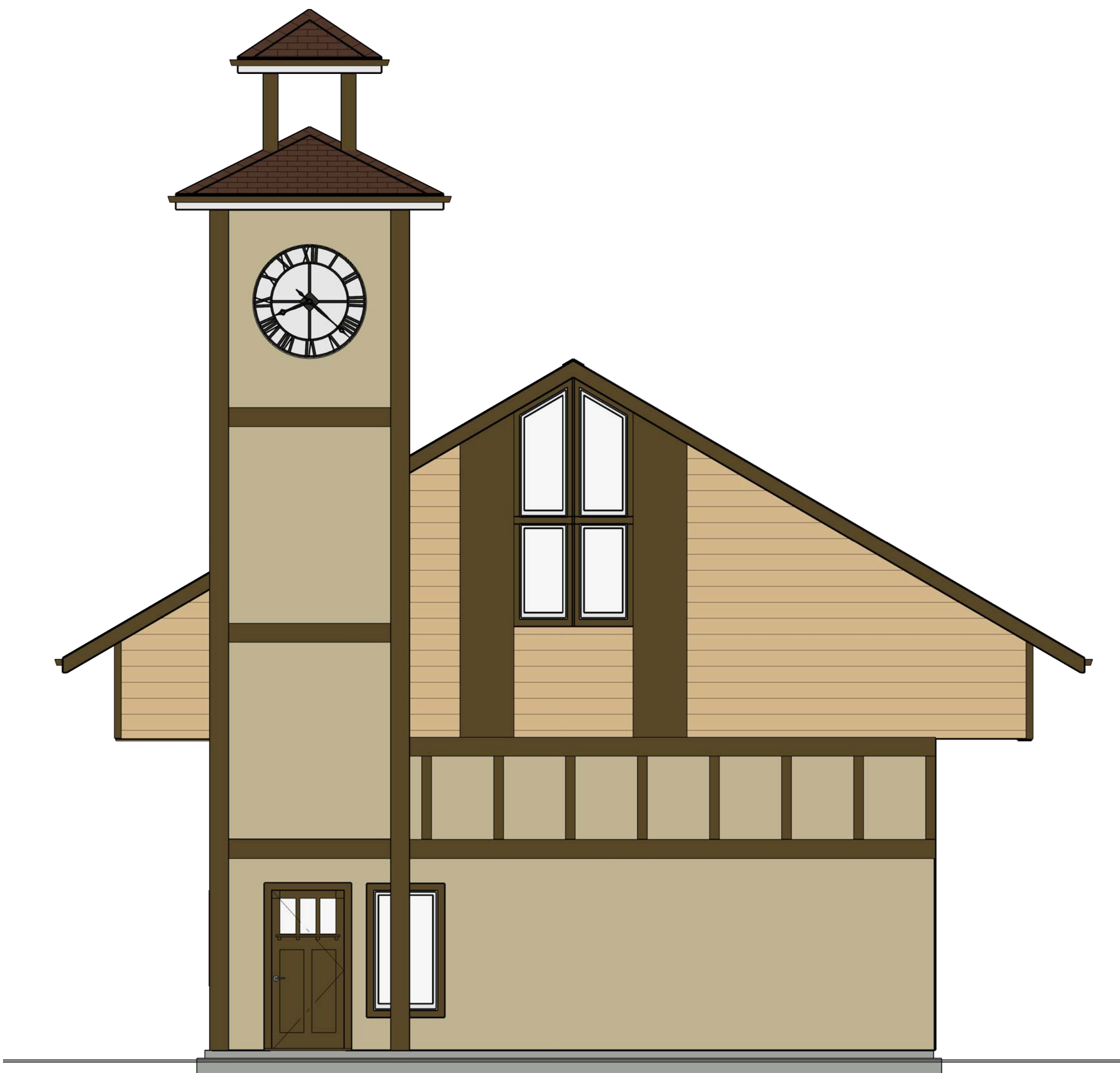
SCALE: AS NOTED

JOB NO.

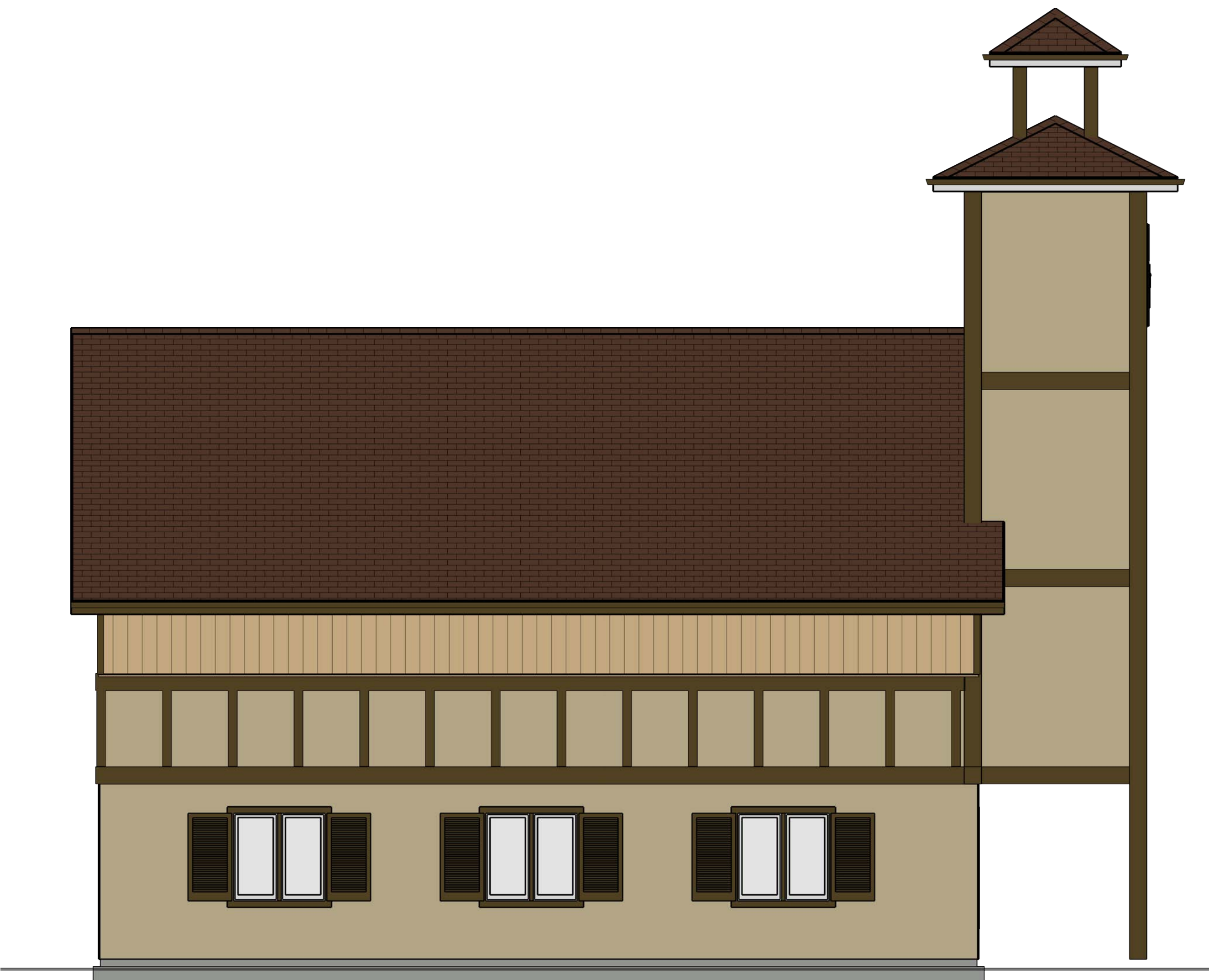
18-

REV.

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Option 3 - East Elevation



Option 3 - South Elevation



**Pioneer Surveying
& Engineering, Inc.**
Civil/Structural Engineering
& Land Planning

125 E. Simcoe Drive
Goldendale, WA 98620
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pee@pioneersurveying.com

City of White Salmon
City Hall Stone Addition
White Salmon, WA

Option 3 - Elevations

DWG FILE: S:\Users\madsen\Building_Renovation\City Hall Layout.dwg

APPROVAL		
DRAWN	MHA	12/31/18
DESIGN	CLM	XXXXXX
CHECKED	CLM	XXXXXX
APPROVED	CLM	XXXXXX

Revisions/Submittals

Date

No.

SHEET NO.

A-5.0

SCALE: AS NOTED

JOB NO.

18-

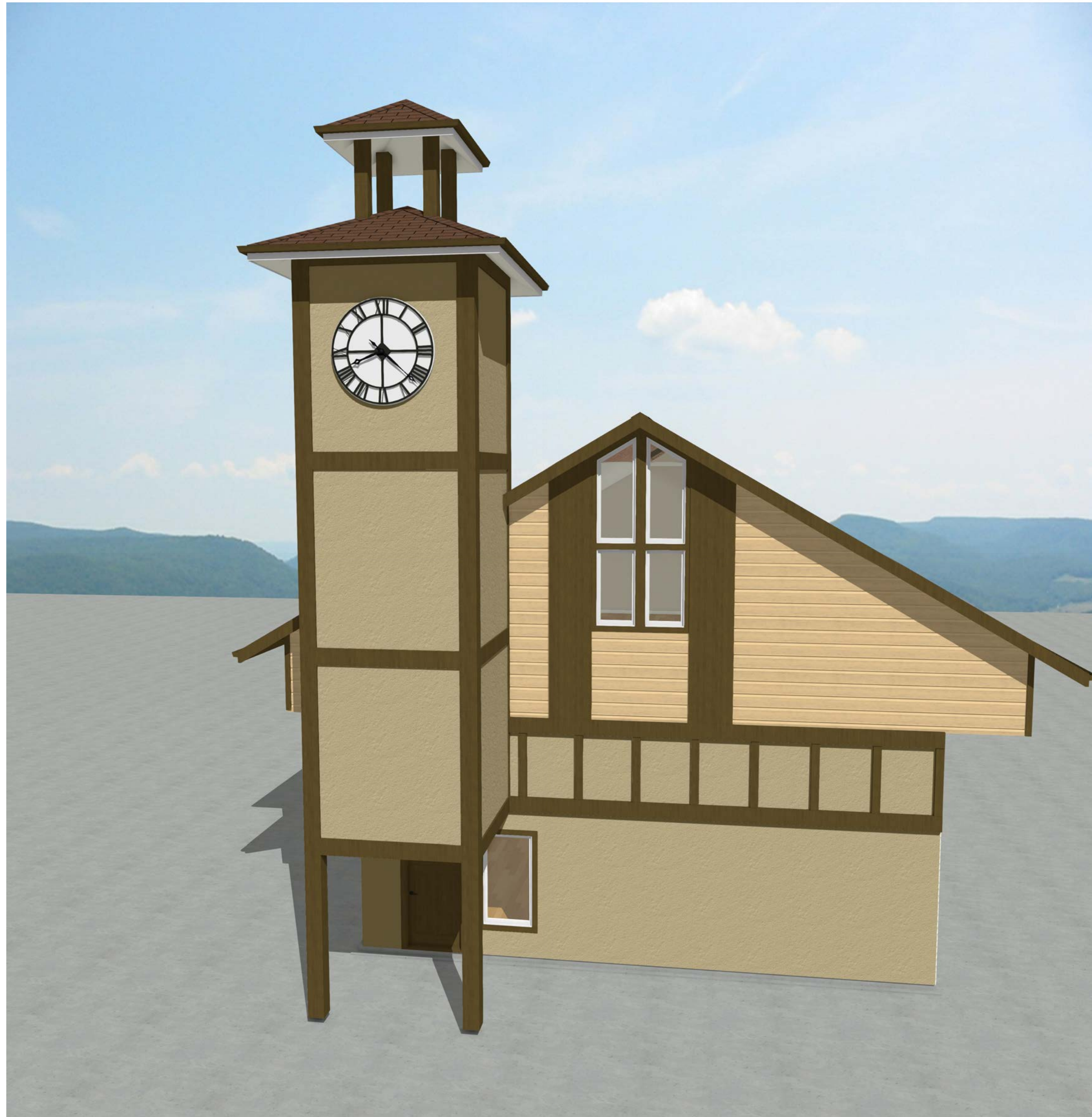
REV.

0

40% Design Review

12/31/18

A



PSE
**Pioneer Surveying
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City of White Salmon
City Hall Stone Addition
White Salmon, WA

Option 3 - Photos

DWG FILE: S:\User\madsen\Building_Renovation\City Hall Layout.dwg

APPROVAL			
DRAWN	MHA	12/31/18	
DESIGN	CLN	XXXXXX	
CHECKED	CLN	XXXXXX	
APPROVED	CLN	XXXXXX	

Revisions/Submittals

Date

No.

SHEET NO.

A-6.0

SCALE: AS NOTED

JOB NO.

18-

REV.

0

Item Attachment Documents:

7. Approval of Meeting Minutes - August 7, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, August 7, 2019
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann (by telephone)
Donna Heimke
Marla Keethler
Amy Martin

Staff Present:

Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Bill Hunsaker, Fire Chief/Building Official
Mike Hepner, Police Chief

1. Call to Order

Mayor Pro Tempe Donna Heimke called the meeting to order at 6 p.m. There were approximately 40 people present.

2. Roll Call

Moved by Amy Martin. Seconded by Marla Keethler.
Motion to excuse Ashley Post. CARRIED 4-0.

3. Comments – Public and Council

Porter Haskell, Boy Scout said he is working on his communications badge which requires him to attend a city council meeting and then write a report about the meeting.

Tova Tillinghast, Underwood Conservation District said she is available to answer questions about the proposed agreement between the city and Underwood Conservation District.

4. Changes to the Agenda

There were no changes to the agenda.

5. Professional Services Contract, Underwood Conservation District – Land Use Applicant Assistance

Pat Munyan provided a review of the proposed professional services contract with Underwood Conservation District for providing assistance to land use consultants regarding natural resource issues. He said he feels the assistance through Underwood Conservation District will be more affordable. Munyan said applicants do not have to use Underwood Conservation if they choose to use someone else. He said staff is working on the checklist that will be used by Underwood Conservation.

Marla Keethler asked what the average fees are associated with hiring a consultant. Pat Munyan said approximately \$5,000.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorize the city administrator to sign contract with Underwood Conservation District to provide services to City of White Salmon land use applicants charging a base fee of \$1,500 per application for 24 hours of service and an additional \$50 per hour for anything over the base 24 hours. CARRIED 4-0.

6. Contract Amendment – Aspect Consulting, ASR Engineering Support

Pat Munyan said the proposed amendment to the Aspect Consulting contract is to provide engineering support for upgrades needed to improve the Aquifer Storage and Recovery (ASR) system. He said the increase in the support is \$49,800 which is included in a proposed budget amendment.

Moved by Amy Martin. Seconded by Marla Keethler.

Motion to authorize amendment to Aspect Consulting contract for ASR engineering support services for an amount not to exceed \$49,800. CARRIED 4-0.

7. Contract Amendment – Anderson Perry & Associates, Inc., Jewett Water Main Improvements Project

Pat Munyan said the proposed amendment covers costs associated with final design of the Jewett Water Main Improvements project. He said the increase is \$14,000 and is included in a proposed budget amendment.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorize amendment to Anderson Perry & Associates contract for engineering services related to the city's Jewett Water Main Improvements project in the amount not to exceed \$14,000. CARRIED 4-0.

8. 2019 Budget Amendment – Ordinance 2019-08-1047

Jan Brending said the proposed budget amendments provide funding for the two contract amendments that were approved by the city council. She said the overhead cost allocation for finance services is recalculated based on changes to expenditures and that ending cash balances are adjusted appropriately. Brending noted that all ending cash balances meet the city's financial policies regarding those balances. She said the budget committee has reviewed the proposed changes and supports the budget amendment.

Moved by Amy Martin. Seconded by Marla Keethler.

Motion to approve Ordinance 2019-08-1047, Amending the 2019 Budget. CARRIED 4-0.

9. TIB Grant Applications

Jan Brending said staff is requesting authorization to submit two Transportation Improvement Board (TIB) grant applications (1) Small City Arterial Program for the 100 block of Garfield, from Jewett to Lincoln and (2) Small City Pavement Preservation Program Chip Seal for the two blocks of Hood Street from Main to Estes.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorize the submittal of two TIB grant applications (1) Small City Arterial Program for the 100 block of Garfield, from Jewett to Lincoln and (2) Small City Pavement Preservation Program Chip Seal for the two blocks of Hood Street from Main to Estes. CARRIED 4-0.

10. City Hall Improvements – Bid Results and Contract Award

Jan Brending provided a review of the bid results for the city hall improvements project. She said the city received one bid from EMTech LLC as follows:

	Option 1	Option 2	Option 3
Schedule 1, Storage Room Remodel and Construction	90,750.00	90,750.00	90,750.00
Schedule 2, Exterior Stairs	31,250.00	31,250.00	31,250.00
Schedule 3, City Hall Exterior	40,000.00	56,000.00	20,000.00
Schedule 4, City Hall Exterior Painting	24,500.00	24,500.00	24,500.00
 Total Construction Cost	 186,500.00	 202,500.00	 166,500.00
 Sales Tax 7.5%	 13,987.50	 15,187.50	 12,487.50
 Total Costs Including Sales Tax	 200,487.50	 217,687.50	 178,987.50

Jan Brending said the city currently has \$200,000 budgeted for the improvements. She said it is up to the council to decide which option for the city hall exterior they would prefer. Brending said Option 1 provides for rock on the clock tower and vertically around the south windows, Option 2 provides for rock on the clock tower and horizontally under the south windows, and Option 3 provides for just stucco and paint. She noted that colors have not been selected and recommended the City Operations Committee make that decision. Brending read an email from a textile/colorist who said she would be willing to help select a color pallet and recommended against using the colors used in the illustrations of the options.

Marla Keethler said the building was built to evoke the Bavarian look and that she is leaning towards Option 3 with no rock. She said she has heard from citizens that the city should maintain the Bavarian theme on the building.

Amy Martin said she feels that the rock does not make the building feel less Bavarian.

Council members discussed the three options. Jason Hartmann noted that he has also heard that the city should “ditch” the Bavarian theme.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to select Option 1 at the price of \$200,487.50 and award a contract to EMTech LLC for the city hall improvements. FAILED 2-2 with the following vote: Hartmann – Aye, Heimke – Nay, Keethler – Nay, Martin – Aye.

Moved by Marla Keethler. Seconded by Jason Hartmann.

Motion to select Option 3 at the price of \$178,987.50 and award a contract to EMTech LLC for the city hall improvements. CARRIED 4-0.

The council noted that a change order could be made to the contract if the council changed its mind regarding the exterior.

11. Resolution 2018-08-490, Surplus of Property

Jan Brending said the proposed resolution includes the surplus of two vehicles, numerous chairs, and equipment associated with the pool.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to adopt Resolution 2018-08-490, Surplus of Property. CARRIED 4-0.

12. Authorization to Hire Bond counsel – USDA Loan

Jan Brending said the city is required to hire bond counsel for its USDA Rural Development Loan. She said the city received three quotes for services from K&L Gates LLP, Foster Pepper PLLC, and Pacific Law Group. Brending said she is recommending using K&L Gates for the amount of \$12,000. She noted the city has used K&L Gates as its bond counsel in the past on other USDA Rural Development loans.

Moved by Amy Martin. Seconded by Marla Keethler.

Motion to hire K&L Gates as bond counsel to meet the requirements of the city's USDA Rural Development loan for the amount of \$12,000. CARRIED 4-0.

13. Authorization for Interim Bank Financing – USDA Loan

Jan Brending said the city is required to use interim bank financing for its USDA loan. She said she solicited quotes from eight banks and received four quotes. Brending said after a review of the quotes, pricing and services offered she is recommending using North Cascades Bank for interim financing.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorizing use North Cascades Bank for interim bank financing for the city's USDA Rural Development loan. CARRIED 4-0.

14. Authorization to Set Vacation Hours for Lateral Police Officer

Mike Hepner, Police Chief, said he would like to hire a lateral officer from Klickitat County and would like to set his vacation accrual rate at 14 hours per month to begin. He said additional

benefits are needed to obtain good lateral police officer candidates. Hepner said the candidate already earns more than 14 hours per month at his current job.

Moved by Amy Martin. Seconded by Marla Keethler.

Motion to authorize setting initial accrual of vacation hours at 14 hours per month for incoming lateral police officer hire. CARRIED 4-0.

15. Approval of Minutes – July 17, 2019

Jan Brending asked that the minutes of the July 17, 2019 be pulled from the consent agenda so that a correction to the minutes can be made. Brending said Ashley Post has asked the following language replace the current language for the comments made by Lisa Evans: "Lisa Evans, Northwestern Park said she was surprised by what she read in the newspaper. She said she was sorry the city council was "taken to task" over their pass on declaring Pride Month. Evans said that she appreciates Ashley Post's comments. She said she does not believe it's the role of city council to be the "opinion and values police" because that would actually create a block for diversity of opinion."

Moved by Amy Martin. Seconded by Marla Keethler.

Motion to approve the meeting minutes of July 17, 2019 as corrected. CARRIED 4-0.

16. Consent Agenda

- a. Approval of Minutes – July 29, 2019
- c. Budget Report – June 2019
- d. Approval of Vouchers, including voucher for Mayor Poucher for mileage reimbursement.

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 7th day of August, 2019.

Type	Date	From	To	Amount
Claims	8/7/2019	35220	35279	184,641.13
		EFT	EFT	
			Claims Total	184,641.13
Payroll	8/5/2019	35213	35219	1,424.53
		EFT	EFT	100,801.47
			Payroll Total	102,226.00
Manual Claims	7/24/2019	35210	35211	4,525.49
	7/29/2019	35212	35212	211.00
	8/5/2019	EFT	EFT	1,616.39
	8/6/2019	EFT	EFT	505.07
			Manual Total	6,857.95
			Total All Vouchers	293,725.08

Moved by Amy Martin. Seconded by Marla Keethler.
Motion to approve consent agenda. CARRIED 4-0.

17. Department Head and Committee Reports

Mike Hepner, Police Chief said he has hired a lateral police officer who will start on August 19th.

Bill Hunsaker, Building Official/Fire Chief said the building department is very busy. He said the city is entering into the busiest time of the fire season. Hunsaker said it is important to remind people that a burn ban is currently in place. He said the fire department is also seeking volunteer firefighters.

Jan Brending, Clerk Treasurer noted that she will not be present at the next council meeting as she will be on vacation.

Donna Heimke, Council Member said the Personnel and Finance Committee will not meet in August.

Marla Keethler, Council Member said she, Jan Brending, Mayor Betty Barnes and others plan to meet with the Klickitat County Board of Commissioners to talk about SHB 1406 which provides for a Housing Tax Credit that could be beneficial to the residents of Klickitat County.

18. Adjournment

The meeting adjourned at 7:26 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer