



**White Salmon City Council Meeting**  
**A G E N D A**  
**November 20, 2019 – 6:00 PM**  
**220 NE Church, White Salmon WA 98672**

**Call to Order and Presentation of the Flag**

**Roll Call**

**Comments**

**Changes to the Agenda**

**Business Items**

1. 2020 Proposed Budget
  - a. Presentation - Budget documents are located in "Supporting Documents" in the agenda section on the city's website and are available at city hall.
  - b. Public Hearing
  - c. Discussion
2. Ordinance 2019-11-1057, Determining the Amount of to be Raised by Ad Valorem Property Taxes for the Year 2020 and Resolution 2019-11-495, 2020 Property Tax Levy
  - a. Presentation and Discussion
  - b. Action
3. Employment Contract Amendment - Patrick Munyan
  - a. Presentation and Discussion
  - b. Action
4. Ordinance 2019-11-1056, Amending WSMC 2.06.030 - Compensation
  - a. Presentation and Discussion
  - b. Action
5. Resolution 2019-11-494, Adopting 2020 Salary Matrix
  - a. Presentation and Discussion
  - b. Action
6. Employment Contract Amendment - Jan Brending
  - a. Presentation and Discussion
  - b. Action
7. Legal Services Agreement, City Attorney - Kenneth Woodrich
  - a. Presentation and Discussion
  - b. Action
8. City Hall Improvements, Acceptance of Project as Substantially Complete
  - a. Presentation and Discussion
  - b. Action

**Consent Agenda**

9. Approval of Meeting Minutes - The minutes of the November 6 council meeting will be presented at the December 4 city council meeting.
10. Approval of Vouchers
11. WSDOT Maintenance Agreement - Purchase of Deicer, Sand and Liquid Deicer
12. Public Works Contract, Artistic Excavation - Hood Street Improvements
13. Public Works Contract, Artistic Excavation - Police Department Concrete Work
14. Department of Natural Resources Agreement - Rental of Grader

**Department Head and Council Reports**

**Executive Session (if needed)**

**Adjournment**





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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: November 20, 2019  
Agenda Item: Proposed 2020 Budget  
Presentation: Jan Brending, Clerk Treasurer

### Action Required

No official action is required at this time relating to the adopting of the proposed 2020 budget.

### Proposed Motion Options

None.

### Explanation of Issue

The proposed 2020 budget documents are located in the "Supporting Documents" section of the meeting section on the website. A public hearing is scheduled for November 20 on the budget.

A second and final public hearing will be held on December 4, 2019 with proposed action on the budget at that meeting.

The budget is balanced and ending cash balances meet the city's financial policy requirements. The budget demonstrates the need for a 1% increase (as allowed by law) in property taxes.

I received comments from one council member and will be making a change to the budget based on that comment (those changes are not reflected in the current budget documents but will be made before the final public hearing on December 4, 2019). On page 9 of the Line Item Budget, Park-contractual Services will be increased by \$30,000. This will provide funding to update and create a separate city park plan. The city has a current plan that was updated several years ago. It needs to be updated to include the Loop Trail (moving a large portion of the trail off of Highway 14 to old WSDOT right-of-way, identifying any improvements needed for Gaddis Park, including the Riverfront Park, and possibly including a splash pad and a natural playground. Once the park plan is completed with identified projects, costs, and priorities, the city can update its capital facility plan. At this time, the city's capital facility plan is outdated. The majority of funds held in the Municipal Capital Improvement Fund come from real estate excise taxes. These taxes cannot be spent on projects unless they are listed in the city's capital facility plan. Once the park plan and capital facility plan is updated, the city council can then decide on which projects it would like to move forward with and how to fund those projects.

### Recommendation of Staff/Committee

No recommendation at this time.



**Item Attachment Documents:**

2. Ordinance 2019-11-1057, Determining the Amount of to be Raised by Advalorem Property Taxes for the Year 2020 and Resolution 2019-11-495, 2020 Property Tax Levy
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: November 20, 2019  
Agenda Item: Ordinance 2019-11-1057, Determining the Amount to be Raised by Ad Valorem Property Taxes for the Year 2020 Resolution 2019-11-494, Adopting 2020 Property Tax Levy  
Presentation: Jan Brending, Clerk Treasurer

### Action Required

Adoption of Ordinance 2019-11-1057, Determining the Amount to Be Raised by Ad Valorem Property Taxes for the Year 2020 and Resolution 2019-11-494, Adopting 2020 Property Tax Levy.

### Proposed Motion Options

1. Motion to adopt Ordinance 2019-11-1057, Determining the Amount to Be Raised by Ad Valorem Property Taxes for the Year 2020.
2. Motion to adopt Resolution 2019-11-494, Adopting 2020 Property Tax Levy

### Explanation of Issue

State law requires the city adopt both an ordinance and resolution setting the property levy amount for the following year. State law allows the city to increase property taxes by 1% each year. The ordinance and resolution state the increase in property taxes slightly different. The ordinance includes increases associated with new construction, annexations, etc., whereas the resolution states the amount of the 1% increase without new construction, annexations, etc.

### Recommendation of Staff/Committee

Staff recommends the city council adopt Ordinance 2019-11-1057 and Resolution 2019-11-494.

**CITY OF WHITE SALMON**

**ORDINANCE 2019-11-1057**

**AN ORDINANCE DETERMINING THE AMOUNT TO BE RAISED  
BY AD VALOREM TAXES TO BE LEVIED FOR THE YEAR 2020**

**WHEREAS, PURSUANT** to the provisions of RCW 35A.33.135 and RCW 84.52.020, requiring the determination by the legislative body of the City of White Salmon to fix by Ordinance the amount to be raised by advalorem taxes to be levied, and the further requisite that the same shall be certified to the board of County Commissioners; now therefore:

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

Based upon the highest lawful levy amount of \$382,170.47 for the year 2019 as allowed by law, the specific sum to be raised by advalorem taxes to be levied for 2020 thereby is the sum of \$403,849.21 including new construction, improvements, annexations, any increases in the value of state assessed property and refunds made.

The Clerk Treasurer of the City of White Salmon is hereby authorized and directed to certify same unto the Board of County Commissioners of Klickitat County, pursuant to the provisions of and required by RCW 84.52.020, and a copy of this Ordinance shall be provided by the said Clerk Treasurer of the City of White Salmon unto the County Assessor of Klickitat County, Washington on or before November 30, 2017.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON**, and effective five (5) days after the first date of publication.

**DATED** this 20<sup>th</sup> day of November, 2019.

ATTEST:

\_\_\_\_\_  
Mayor David Poucher

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

APPROVED AS TO FORM:

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



Ordinance / Resolution No. 2019-11-

495

RCW 84.55.120

WHEREAS, the City Council of City of White Salmon has met and considered its budget for the calendar year 2020; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 382,170.47; and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2020 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 3,821.70 which is a percentage increase of 1% from the previous year.

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 20 day of November, 2019.

Attest:

Mayor, City of White Salmon

Clerk Treasurer
Approved as to Form:

City Attorney

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.



**Item Attachment Documents:**

3. Employment Contract Amendment - Patrick Munyan
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: November 20, 2019  
Agenda Item: Employment Contract Amendment – Patrick Munyan  
Presentation: David Poucher, Mayor

### Action Required

Authorization to sign amended employment contract with Patrick Munyan, adoption of ordinance 2019-11-1056, Amending WSMC 2.06.030 – Compensation, and adoption of resolution 2019-11-494, Adopting 2020 Salary Matrix.

### Proposed Motion Options

1. Motion to authorize the mayor to sign amended employment contract with Patrick Munyan.
2. Motion to adopt Ordinance 2019-11-1056, Amending WSMC 2.06.030 – Compensation.
3. Motion to adopt Resolution 2019-11-494, Adopting 2020 Salary Matrix.

### Explanation of Issue

Enclosed is a proposed amended employment contract with Patrick Munyan. In addition, a proposed ordinance amendment and resolution are also enclosed to carry out the intent of the amendments, as explained below. The amendments to the contract are as follows:

1. Amends the salary clause (page 1). The salary clause provides that the City Administrator will be paid \$109,460.88, which corresponds to Step 64-3 of the salary matrix but at the 2019 salary rate (2020 salary rate without the 2.4% increase). The salary clause also provides that the City Administrator will automatically follow the salary matrix (within step 64) except that the city administrator cannot be moved to another step without review by the city council. The corresponding ordinance that amends White Salmon Municipal Code related to the city administrator's compensation providing for a salary range for Step 57 to Step 67 is also enclosed. This allows the Mayor and City Council to adjust the current salary to ensure it is competitive with similar positions in like-sized cities. It also allows the city to hire a new city administrator in the future, if that becomes necessary, at a step that is appropriate for the experience of the individual. The resolution updates the salary matrix for the 2.4% cost of living for 2020 and provides 10 additional steps for the city's use in the future.
2. Amends vacation leave provisions (page 2). The previous contract provided 3 weeks of vacation with 80 hours of carryover. The new contract provides 4 weeks of vacation with 40 hours of carryover and provides that at termination the city administrator is eligible for payout of up to 80 hours of accrued vacation leave.
3. Amends the severance pay upon termination without cause provisions (page 3). The previous contract provided for six months of severance pay. This contract provides for nine months of severance pay and includes a provision that the employer will pay for the COBRA benefits for employee and dependents for a nine-month period.



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**Recommendation of Staff/Committee**

The mayor recommends authorizing signing the amended employment contract with Patrick Munyan.

**CITY OF WHITE SALMON**  
**CITY ADMINISTRATOR/PUBLIC WORKS DIRECTOR**  
**EMPLOYMENT AGREEMENT**

This **AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF WHITE SALMON**, a municipal corporation organized under the laws of the State of Washington (*hereinafter referred to as "EMPLOYER"*), and **PATRICK R. MUNYAN JR.**, White Salmon City Administrator/Public Works Director (*hereinafter referred to as "EMPLOYEE"*) **WITNESSETH:**

**RECITALS**

**WHEREAS**, EMPLOYEE is the existing "FLSA exempt status at will" City Administrator/Public Works Director of EMPLOYER and has been so employed since the year 2010; and

**WHEREAS**, the duties of the City Administrator/Public Works Director for the City are set forth in White Salmon Municipal Code (WSMC) Chapter 2.30 and Chapter 2.06; and

**WHEREAS**, based on the EMPLOYEE'S executive and administrative qualifications and ability, the EMPLOYER desired to retain the EMPLOYEE to serve as the City Administrator/Public Works Director for the City of White Salmon; and

**WHEREAS**, EMPLOYEE desires to perform and continue the responsibilities of the City Administrator/Public Works Director; and

**WHEREAS**, the Parties wish to establish the terms and conditions of EMPLOYEE'S continued employment as the City Administrator/Public Works Director through this AGREEMENT;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the EMPLOYER and EMPLOYEE hereby agree as follows:

1. NATURE OF EMPLOYMENT. The City Administrator is a bona fide exempt executive position under the Fair Labor Standards Act (FSLA).
2. PENSION PLAN: Employer and Employee shall contribute to the State of Washington Department of Retirement Systems (DRS) as required by State law.
3. SALARY: Employer shall pay Employee a salary of \$~~110,148.72~~109,460.88 (Step 64-3) per year commencing December 1, 2019, payable bi-monthly in arrears. Employee shall be eligible for increases in salary according to the adopted salary matrix. Provided, however, the parties agree that Employee will only be moved to a new step on the salary matrix after review by the Employer to review EMPLOYEE's salary in twelve (12) months to ensure a salary that is competitive with similar positions in like-sized cities.

4. COLA. Employer shall provide Employee with the same Cost-Of-Living Adjustments as enjoyed by other exempt and non-exempt employees.
5. HOLIDAYS. Employer shall provide Employee the same holidays as enjoyed by other exempt and non-exempt employees.
6. SICK LEAVE. Employer shall provide Employee the White Salmon sick leave hours as enjoyed by other exempt and non-exempt employees.
7. VACATION LEAVE. The City encourages employees to take regular vacation time to stay refreshed and focused on their jobs. Employee shall accrue paid annually leave in equal monthly amounts of one hundred sixty (160) hours per year. If the Employee is unable to use all of his vacation leave in any calendar year, he may carry forward one week (40 hours) to the following year. There shall be no compensation for accrued and unused vacation leave at the end of each year without prior council approval. At termination, he shall be eligible for payout of unused vacation leave up to eighty (80) hours.
8. BENEFITS. Employer shall provide Employee the same group health, vision, dental, life, life flight and other insurance benefits as enjoyed by other exempt and non-exempt employees.
9. IDEMNITY. The Employer will defend and indemnify the Employee consistent with RCW 4.96.041.
10. DUES AND SUBSCRIPTIONS. Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.
11. PROFESSIONAL DEVELOPMENT. Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to Employer.
12. GENERAL EXPENSES. Employer shall reimburse Employee reasonable miscellaneous job related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.
13. CELL PHONE. Employer shall provide the Employee with a City owned cell phone for conducting City Business. The Employee shall adhere to the City of White Salmon's cell phone policies.
14. HOURS OF WORK. A typical work week is Monday through Friday 8:00 A.M. to 5:00 P.M... It is recognized that the duties of the Employee require him to engage in hours of work that are

necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. In consideration of the extraordinary hours the Employee is required to perform City business, the Employee may absent himself from the office to a reasonable extent in consideration of extraordinary time spent performing City Business outside normal hours.

15. TERMINATION OF CONTRACT. The Employee is an at-will employee and shall serve at the pleasure of the Mayor. It is specifically understood and agreed that the employment of the Employee shall be “at will” and either party may terminate this agreement at any time with or without cause with thirty (30) day notice.

Termination occurs when;

- a) the Mayor determines for any lawful reason, a need to terminate the Employee, or;
- b) the Employee is given opportunity to resign by the Mayor, which the Employee may accept and declare to be a termination, or;
- c) either party notifies the other of a breach of this contract and the party fails to cure within thirty (30) days of notice.

16. CAUSE FOR TERMINATION.

- a) Cause for termination means the Employee being charge with a felony; the Employee’s willful violation of federal, state, or local laws effecting the City; the Employee’s intentional discrimination against an employee or person on the basis of age, race, sex religion, ancestry, creed, disability, marital status of sexual orientation; and/or conduct that is unbecoming of an Employee such as driving a while intoxicated or committing assault; and other intentional or substantial misconduct that is detrimental to the City.
- b) If the Employer has reason for disciplinary action, up to and including termination for cause, the Employer and Employee agree that the Employee has the same rights as other employees and both parties shall follow the process set forth in the White Salmon Personnel Policies.

17. SEVERANCE PAY UPON TERMINATION WITHOUT CAUSE.

- a) In the event Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Administrator/Public Works Director, then in that event, Employer agrees to pay Employee at the time of receipt of his last paycheck a lump sum cash payment equal to nine (9) months aggregate salary; and
- b) To continue to provide Employee, and his dependents, and pay for the Consolidated Omnibus Budget Reconciliation Act (COBRA) premium costs for the benefits set forth in paragraph (7) for a period of nine (9) months following termination. At the end of the nine (9) months period

the Employee has the option, at his sole expense, to continue with some or all medical benefits under the guidelines of the Consolidated Omnibus Budget Reconciliation Act (COBRA) for an additional six (6) months.

c) If the Employee secures new employment prior the completion of the nine (9) months period in paragraph (16-b above); and the new employer provides medical benefits for him and his dependents, this provision shall be waived at such time the new medical benefits take effect.

18. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

19. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

20. INTEGRATION. This contract constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been full set forth in the text of this contract.

21. BREACH OF AGREEMENT. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington. In the event of litigation concerning the breach, interpretation of application of this Agreement, or any portion thereof, the prevailing party shall be entitled to recover its attorneys' fees and expenses in such amounts as shall be determined to be reasonable by the court.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor, attested to by its City Clerk and approved as to form by its City Attorney, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EFFECTIVE DATE OF THIS AGREEMENT: The \_\_\_\_\_ day of \_\_\_\_\_, 2019

EMPLOYER:  
CITY OF WHITE SALMON

EMPLOYEE:

\_\_\_\_\_  
Dave Poucher, Mayor

\_\_\_\_\_  
Patrick R. Munyan, Jr.

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

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

ATTEST:

APPROVED AS TO FORM ONLY:

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Jan Brending, Clerk Treasurer

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Kenneth B. Woodrich, City Attorney



**Item Attachment Documents:**

4. Ordinance 2019-11-1055, Amending WSMC 2.06.030 - Compensation
  - a. Presentation and Discussion
  - b. Action

**CITY OF WHITE SALMON  
ORDINANCE 2019-11-1056**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE 2.06.030  
COMPENSATION AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE  
DATE**

**WHEREAS**, the City Council of the City of White Salmon finds that the salary range for the position of City Administrator needs adjustment; and

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

**SECTION 1.** White Salmon Municipal Code 2.06.030 -- Compensation, is hereby amended as follows:

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

Addition = **bold and underline**

**2.06.030 – Compensation.**

The salary range for the city administrator shall be from ~~Step 50 to Step 60~~ **Step 57 to Step 67** in the most current approved salary matrix, or as otherwise set forth in an employment contract approved by council. If this position is combined with another position, such as the public works director, then the compensation set forth in WSMC [2.06.030](#) will supersede any other compensation ranges.

**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 January 1, 2019 following the date of its publication by summary.

**PASSED** by the City Council of the City of White Salmon at a regular meeting this 20<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
David Poucher, Mayor

ATTEST:

\_\_\_\_\_  
Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

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

**Item Attachment Documents:**

5. Resolution 2019-11-494, Adopting 2020 Salary Matrix
  - a. Presentation and Discussion
  - b. Action

**RESOLUTION 2019-11-494**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,  
WASHINGTON, REVISING THE SALARY MATRIX**

WHEREAS, on December 19, 2019 the council approved a Memorandum of Understanding establishing a regional Consumer Price index mechanism to address wages for 2019 and 2020 for both Municipal (Non-Uniformed) Employees and Police Officers, Sergeants, Limited and Non-Commissioned Employees; and

WHEREAS, the Cost of Living Adjustment for 2020 calculated per the CBA is 2.4% and needs to be incorporated into the salary matrix that the Union adopted in the contracts; and

WHEREAS, the City Council has found that additional steps are needed in the salary matrix;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, as follows:

1. The salary matrix attached as Exhibit A is hereby accepted, effective January 1, 2020.

PASSED by the Council of the City of White Salmon, Washington. Dated this 20<sup>th</sup> day of November, 2019.

**CITY OF WHITE SALMON, WASHINGTON**

\_\_\_\_\_  
**David Poucher, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## APPENDIX "A" – SALARY MATRIX

2020 COLA 2.4%		M O N T H L Y					H O U R L Y				
3% across 2.5 % down Step	Yrs. Range	1	2 to 3	4 to 5	6 to 7	8+	1	2 to 3	4 to 5	6 to 7	8+
		1	2	3	4	5	1	2	3	4	5
1		1,858.23	1,913.98	1,971.40	2,030.54	2,091.45	10.72	11.04	11.37	11.71	12.07
2		1,904.69	1,961.83	2,020.68	2,081.30	2,143.74	10.99	11.32	11.66	12.01	12.37
3		1,952.30	2,010.87	2,071.20	2,133.33	2,197.33	11.26	11.60	11.95	12.31	12.68
4		2,001.11	2,061.14	2,122.98	2,186.67	2,252.27	11.55	11.89	12.25	12.62	12.99
5		2,051.14	2,112.67	2,176.05	2,241.33	2,308.57	11.83	12.19	12.55	12.93	13.32
6		2,102.42	2,165.49	2,230.45	2,297.37	2,366.29	12.13	12.49	12.87	13.25	13.65
7		2,154.98	2,219.63	2,286.22	2,354.80	2,425.45	12.43	12.81	13.19	13.59	13.99
8		2,208.85	2,275.12	2,343.37	2,413.67	2,486.08	12.74	13.13	13.52	13.93	14.34
9		2,264.07	2,332.00	2,401.95	2,474.01	2,548.23	13.06	13.45	13.86	14.27	14.70
10		2,320.67	2,390.29	2,462.00	2,535.86	2,611.94	13.39	13.79	14.20	14.63	15.07
11		2,378.69	2,450.05	2,523.55	2,599.26	2,677.24	13.72	14.14	14.56	15.00	15.45
12		2,438.16	2,511.30	2,586.64	2,664.24	2,744.17	14.07	14.49	14.92	15.37	15.83
13		2,499.11	2,574.09	2,651.31	2,730.85	2,812.77	14.42	14.85	15.30	15.76	16.23
14		2,561.59	2,638.44	2,717.59	2,799.12	2,883.09	14.78	15.22	15.68	16.15	16.63
15		2,625.63	2,704.40	2,785.53	2,869.10	2,955.17	15.15	15.60	16.07	16.55	17.05
16		2,691.27	2,772.01	2,855.17	2,940.82	3,029.05	15.53	15.99	16.47	16.97	17.48
17		2,758.55	2,841.31	2,926.55	3,014.35	3,104.78	15.92	16.39	16.88	17.39	17.91
18		2,827.52	2,912.34	2,999.71	3,089.70	3,182.39	16.31	16.80	17.31	17.83	18.36
19		2,898.20	2,985.15	3,074.71	3,166.95	3,261.95	16.72	17.22	17.74	18.27	18.82
20		2,970.66	3,059.78	3,151.57	3,246.12	3,343.50	17.14	17.65	18.18	18.73	19.29
21		3,044.93	3,136.27	3,230.36	3,327.27	3,427.09	17.57	18.09	18.64	19.20	19.77
22		3,121.05	3,214.68	3,311.12	3,410.45	3,512.77	18.01	18.55	19.10	19.68	20.27
23		3,199.08	3,295.05	3,393.90	3,495.72	3,600.59	18.46	19.01	19.58	20.17	20.77
24		3,279.05	3,377.42	3,478.75	3,583.11	3,690.60	18.92	19.49	20.07	20.67	21.29

2020 COLA 2.4% 3% across 2.5 % down Step	Yrs. Range	M O N T H L Y					H O U R L Y				
		1	2 to 3	4 to 5	6 to 7	8+	1	2 to 3	4 to 5	6 to 7	8+
		1	2	3	4	5	1	2	3	4	5
25		3,361.03	3,461.86	3,565.72	3,672.69	3,782.87	19.39	19.97	20.57	21.19	21.82
26		3,445.05	3,548.41	3,654.86	3,764.50	3,877.44	19.88	20.47	21.09	21.72	22.37
27		3,531.18	3,637.12	3,746.23	3,858.62	3,974.38	20.37	20.98	21.61	22.26	22.93
28		3,619.46	3,728.04	3,839.89	3,955.08	4,073.73	20.88	21.51	22.15	22.82	23.50
29		3,709.95	3,821.25	3,935.88	4,053.96	4,175.58	21.40	22.05	22.71	23.39	24.09
30		3,802.70	3,916.78	4,034.28	4,155.31	4,279.97	21.94	22.60	23.28	23.97	24.69
31		3,897.76	4,014.70	4,135.14	4,259.19	4,386.97	22.49	23.16	23.86	24.57	25.31
32		3,995.21	4,115.06	4,238.52	4,365.67	4,496.64	23.05	23.74	24.45	25.19	25.94
33		4,095.09	4,217.94	4,344.48	4,474.81	4,609.06	23.63	24.33	25.06	25.82	26.59
34		4,197.46	4,323.39	4,453.09	4,586.68	4,724.28	24.22	24.94	25.69	26.46	27.26
35		4,302.40	4,431.47	4,564.42	4,701.35	4,842.39	24.82	25.57	26.33	27.12	27.94
36		4,409.96	4,542.26	4,678.53	4,818.88	4,963.45	25.44	26.21	26.99	27.80	28.64
37		4,520.21	4,655.82	4,795.49	4,939.36	5,087.54	26.08	26.86	27.67	28.50	29.35
38		4,633.22	4,772.21	4,915.38	5,062.84	5,214.72	26.73	27.53	28.36	29.21	30.09
39		4,749.05	4,891.52	5,038.26	5,189.41	5,345.09	27.40	28.22	29.07	29.94	30.84
40		4,867.77	5,013.81	5,164.22	5,319.15	5,478.72	28.08	28.93	29.79	30.69	31.61
41		4,989.47	5,139.15	5,293.32	5,452.12	5,615.69	28.79	29.65	30.54	31.46	32.40
42		5,114.20	5,267.63	5,425.66	5,588.43	5,756.08	29.51	30.39	31.30	32.24	33.21
43		5,242.06	5,399.32	5,561.30	5,728.14	5,899.98	30.24	31.15	32.09	33.05	34.04
44		5,373.11	5,534.30	5,700.33	5,871.34	6,047.48	31.00	31.93	32.89	33.87	34.89
45		5,507.44	5,672.66	5,842.84	6,018.13	6,198.67	31.77	32.73	33.71	34.72	35.76
46		5,645.12	5,814.48	5,988.91	6,168.58	6,353.64	32.57	33.55	34.55	35.59	36.66
47		5,786.25	5,959.84	6,138.63	6,322.79	6,512.48	33.38	34.38	35.42	36.48	37.57
48		5,930.91	6,108.83	6,292.10	6,480.86	6,675.29	34.22	35.24	36.30	37.39	38.51
49		6,079.18	6,261.56	6,449.40	6,642.88	6,842.17	35.07	36.13	37.21	38.33	39.47

2020 COLA 2.4%		M O N T H L Y					H O U R L Y				
3% across 2.5 % down Step	Yrs. Range	1	2 to 3	4 to 5	6 to 7	8+	1	2 to 3	4 to 5	6 to 7	8+
		1	2	3	4	5	1	2	3	4	5
50		6,231.16	6,418.09	6,610.64	6,808.96	7,013.22	35.95	37.03	38.14	39.28	40.46
51		6,386.94	6,578.55	6,775.90	6,979.18	7,188.56	36.85	37.95	39.09	40.27	41.47
52		6,546.61	6,743.01	6,945.30	7,153.66	7,368.27	37.77	38.90	40.07	41.27	42.51
53		6,710.28	6,911.59	7,118.93	7,332.50	7,552.48	38.71	39.88	41.07	42.30	43.57
54		6,878.03	7,084.38	7,296.91	7,515.81	7,741.29	39.68	40.87	42.10	43.36	44.66
55		7,049.99	7,261.48	7,479.33	7,703.71	7,934.82	40.67	41.89	43.15	44.45	45.78
56		7,226.23	7,443.02	7,666.31	7,896.30	8,133.19	41.69	42.94	44.23	45.56	46.92
57		7,406.89	7,629.10	7,857.97	8,093.71	8,336.52	42.73	44.01	45.34	46.70	48.10
58		7,592.06	7,819.82	8,054.42	8,296.05	8,544.93	43.80	45.12	46.47	47.86	49.30
59		7,781.86	8,015.32	8,255.78	8,503.45	8,758.56	44.90	46.24	47.63	49.06	50.53
60		7,976.41	8,215.70	8,462.17	8,716.04	8,977.52	46.02	47.40	48.82	50.29	51.79
61		8,175.82	8,421.10	8,673.73	8,933.94	9,201.96	47.17	48.58	50.04	51.54	53.09
62		8,380.22	8,631.62	8,890.57	9,157.29	9,432.01	48.35	49.80	51.29	52.83	54.42
63		8,589.72	8,847.41	9,112.84	9,386.22	9,667.81	49.56	51.04	52.58	54.15	55.78
64		8,804.47	9,068.60	9,340.66	9,620.88	9,909.50	50.80	52.32	53.89	55.51	57.17
65		9,024.58	9,295.31	9,574.17	9,861.40	10,157.24	52.07	53.63	55.24	56.89	58.60
66		9,250.19	9,527.70	9,813.53	10,107.93	10,411.17	53.37	54.97	56.62	58.32	60.07
67		9,481.45	9,765.89	10,058.87	10,360.63	10,671.45	54.70	56.34	58.03	59.77	61.57
68		9,718.48	10,010.04	10,310.34	10,619.65	10,938.24	56.07	57.75	59.48	61.27	63.11
69		9,961.44	10,260.29	10,568.10	10,885.14	11,211.69	57.47	59.20	60.97	62.80	64.68
70		10,210.48	10,516.79	10,832.30	11,157.27	11,491.99	58.91	60.67	62.50	64.37	66.30



**Item Attachment Documents:**

6. Employment Contract Amendment - Jan Brending
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: November 20, 2019  
Agenda Item: Employment Contract Amendment – Jan Brending  
Presentation: David Poucher, Mayor

### Action Required

Authorization to sign amended employment contract with Jan Brending.

### Proposed Motion Options

Motion to authorize the mayor to sign amended employment contract with Jan Brending.

### Explanation of Issue

Enclosed is a proposed amended employment contract with Jan Brending. The amendment to the contract is as follows:

- The previous contract provided for three weeks of vacation per year (10 hours per month) with an allowance to carry over 80 hours each year.
- The amended contract provides for four weeks of vacation per year (13.33 hours per month) with an allowance to carry over 40 hours each year and upon leaving the city employment, the city will buyout up to 80 hours of accrued leave.

### Recommendation of Staff/Committee

The mayor recommends authorizing the mayor to sign the amended employment contract with Jan Brending.

## **CITY CLERK TREASURER AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into the 20<sup>th</sup> day of September, 2017 by and between the City of White Salmon, Washington, Non- charter code city of the State of Washington (“Employer”) and Jan Brending (“Employee”).

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

#### **SECTION 1. DUTIES:**

- A. City agrees to employ the services of Employee as City Clerk/Treasurer for the City.
- B.
  - 1. Under the general direction of the City Administrator, manage, administer and direct the day-to-day operations of the City Clerk/Treasurer Office.
  - 2. Provide policy advice to the City Administrator, Mayor and City Council.
  - 3. Closely work with the City Administrator, Mayor and Department Heads to organize and plan on a timely basis the annual city budget in accordance with state law and in conjunction with City departments and City Administrator.
  - 4. Maintain open communications with the City Administrator, Mayor, Department Heads, City Council, Staff and community to promote responsive and courteous public services.
- C. The Employee will report to and be supervised by the City Administrator.
- D. Employee agrees to accept employment and act as Clerk Treasurer for the City and to perform his/her duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the State of Washington, the City as set forth in its Personnel Manual (“Manual”) or otherwise according to the City Administrator’s directives, and the Code of Ethics of the International Institute of Municipal Clerks, Washington Municipal Clerk Association and Washington Municipal Treasurers Association .
- E. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of City Clerk/Treasurer, or enter into a prohibited contract, as defined by Washington law.

## **SECTION 2. STATUS AND TERM:**

- A. Employee shall be employed for an indefinite term, commencing October 2, 2017, and shall serve at the pleasure of the Mayor. Employee shall be considered an “at-will” employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6 of this Agreement, the laws of the State of Washington, and City ordinances.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employment of the City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Administrator and Mayor. The term “employed” and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self employment, but shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee’s own time, and with the advance approval of the City Administrator and Mayor.

## **SECTION 3. SALARY:**

- A. City agrees to pay Employee a starting salary of \$86,548.80 per annum for his/her services, payable in equal installments at the same time as other employees of City. The City’s budget will contain all salary and benefit amounts.
- B. The parties agree that Employee shall receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee’s performance and not lower than the amount granted to other non-union City employees.
- C. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer’s compensation policy.

## **SECTION 4. BENEFITS:**

- A. The City encourages employees to take regular vacation time to stay refreshed and focused on their jobs. Employee shall accrue paid annually leave in equal monthly amounts of one hundred sixty (160) hours per year. If the Employee is unable to use all of his vacation leave in any calendar year, she may carry forward one week (40 hours) to the following year. There shall be no compensation for accrued and unused vacation leave at the end of each year

~~without prior council approval. At termination, she shall be eligible for payout of unused vacation leave up to eighty (80) hours. Employee shall be entitled to 5 days (40 hours) of vacation on the commencement date of Employee's employment. Upon commencing employment, Employee shall accrue vacation leave at the rate of 15 days (3 40 hour weeks) per year. Employer believes an employee needs rest and personal restoration time to stay happy and productive. Employer encourages all employees to take vacation at least annually, and for that reason Employee may not accrue more than 80 hours vacation hours after January 1 of each year. Any excess vacation time will be lost if not taken by that date.~~ If personal hardship prevents the Employee from doing so, he or she shall apply to the City Council for an exception, provided the request is made prior to the January 1 deadline, and Employee proposes taking the excess vacation time during the first six (6) months of the following year.

- B. Employee shall be entitled to 5 days (40 hours) of sick leave on the commencement date of Employee's employment. Upon commencing employment, Employee shall accrue sick leave at the rate of one day per calendar month of employment. Employee may not accrue more than 1,000 hours of sick leave. In lieu of payment, Employee may elect to transfer some or all of Employee's excess sick leave to another employee who has medical need for additional sick leave.
- C. Employer shall provide medical, vision and dental coverage constant with the City's employee manual.

#### **SECTION 5. RETIREMENT:**

Employer shall enroll Employee in the Public Employee Retirement System of Washington ("PERS") and to make all appropriate contributions as required.

#### **SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY:**

- A. Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation.
- B. This agreement shall be terminated upon the death or permanent disability of the Employee.
- C. If Employee is terminated by City without cause (except as provided in paragraph D of this section) and during such time the Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee severance as described in paragraph E of this Section.
- D. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this Section:

1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;
  2. Conviction of any criminal act relating to or adversely affecting Employee's employment with the City;
  3. Conduct, relating to City employment, which, while not criminal in nature, violates the Manual or other reasonable standards of professional and personal conduct in some substantial manner, or that continues after written notice and a 30-day cure period; and
  4. Conviction of any felony offense.
- E. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee, as severance, a cash payment equal to six months of Employee's then current annual gross salary. Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.
- F. It is understood that after notice of termination or resignation in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause, Employee may request, and if requested, Employee shall be given, an opportunity for a public name clearing hearing with the Mayor and City Council.

#### **SECTION 7. HOURS OF WORK:**

It is expected that Employee will work at least 40 hours per week, Monday through Friday 8:00 a.m. to 5:00 p.m. However, It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed ten (10) hours of leave per month away from the office during normal office hours. Said hours will not be accumulative from month to month. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

#### **SECTION 8. PERFORMANCE EVALUATION:**

The City Administrator, with input from the Mayor, shall review and evaluate the performance of the Employee in six months after the date of employment followed by an annual review each year thereafter. At the date of employment

the City Administrator will establish written goals for performance based on the goals and objectives set by Mayor and Council in their winter meeting. These standards will be shared with the Mayor and Council. Thereafter, the Employee's job performance will be evaluated against those goals by the City Administrator and the Employee and Human Resources Committee on an annual basis. The goals and objectives of the evaluations shall be reduced to writing. Goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The annual review will also include a salary review.

**SECTION 9. PROFESSIONAL DEVELOPMENT:**

- A. City shall budget and pay for the professional dues and subscriptions of Employee necessary for his/her continuation and full participation in state and local associations and organizations, necessary for his/her continued professional participation, growth and advancement, to better serve the interests of City.
- B. As budgeted funds allow the City will pay the actual costs, including travel, lodging and meal expenses, associated with Employee's attendance at the annual conference and/or training to better serve the interests of City.

**SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

The Mayor, City Administrator and the City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulations rules and the Manual as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

IN WITNESS WHEREOF, The City of White Salmon has caused this Agreement to be signed and executed on its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF WHITE SALMON:**

**EMPLOYEE:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Jan Brending

**APPROVED AS TO FORM:**

\_\_\_\_\_

City Attorney



**Item Attachment Documents:**

7. Legal Services Agreement, City Attorney - Kenneth Woodrich
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: November 20, 2019  
Agenda Item: Legal Services Agreement, City Attorney – Kenneth Woodrich  
Presentation: Pat Munyan, City Administrator

### **Action Required**

Authorization for mayor to sign legal services agreement for city attorney services with Kenneth Woodrich.

### **Proposed Motion Options**

Motion to authorize the mayor to sign legal services agreement for city attorney services with Kenneth Woodrich.

### **Explanation of Issue**

The legal services agreement for city attorney services updates Scope of Services (3) which allows the City attorney to be excused from one meeting per calendar year for personal reasons and may accumulate up to two such excused meetings (i.e. he may carryover the meeting to the following year).

There are no proposed changes in costs.

### **Recommendation of Staff/Committee**

Staff recommends the city council authorize the mayor to sign the updated legal services agreement for city attorney services with Kenneth Woodrich.

## LEGAL SERVICES AGREEMENT: CITY ATTORNEY SERVICES

This Agreement made and entered into this 20<sup>th</sup> day of November 2019, by and between the City of White Salmon, a municipal corporation, under the laws of the State of Washington (hereinafter referred to as “City”), and Kenneth B. Woodrich PC, Attorney at Law, WSBA No. 19654 (hereinafter referred to as “Attorney”), whose address is: 1501 W. 8<sup>th</sup> Street, Suite 201, Vancouver, Washington 98660.

**WHEREAS**, the City is a non-charter code city and a municipal corporation in the State of Washington; and

**WHEREAS**, Attorney is licensed to practice law in the State of Washington and is an experienced municipal attorney; and

**WHEREAS**, the City desires to engage Attorney to provide City Attorney services, and Attorney has agreed to offer his professional services to perform said legal work; and

**WHEREAS**, Attorney has represented by entering into this Agreement that he is fully qualified to perform the legal work to which he will be assigned in a competent and professional manner, and to the standards required by the City.

### **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

The City hereby appoints Kenneth B. Woodrich as its City Attorney, and Kenneth B. Woodrich hereby agrees to accept this appointment. Attorney agrees to provide legal and other services as hereafter set forth in connection with this appointment and Agreement in a satisfactory and proper manner, as determined by the City.

#### **1. Scope of Services and Payment:**

- a. Attorney shall be responsible for performing all legal services for the City, except as set forth in Section 14 of this Agreement.
- b. The City hereby agrees to pay to Attorney as compensation for these legal services as follows:
  - (1) Nine Hundred Sixty Dollars (\$960.00) per month on the 1<sup>st</sup> day of each and every month as a retainer fee, and
  - (2) Two Hundred Forty Dollars (\$240.00) per hour for litigation that has been filed in State or Federal Court; and
  - (3) One Hundred Eighty Dollars (\$180.00) per hour for all other general legal services performed by Attorney on the City’s behalf, excluding Attorney’s preparation for, attendance and travel to two regular monthly meeting of the White Salmon City Council not to exceed two hours per meeting, except as provided herein. Attorney may be excused from one (1) meeting per calendar year for personal reasons and may

accumulate up to two (2) such excused meetings.

- c. In addition to the compensation set forth above, the City shall reimburse Attorney for all reasonable and necessary expenses which may be paid or incurred by him on behalf of the City in the bringing of any action, suit or proceeding or in the transaction of any and all City business. Such expenses include, but are not limited to: all filing fees, deposition expenses, service of process fees, and other expenses or third party costs incurred by Attorney in representation of the City or its duly elected or appointed officers. The City shall further reimburse Attorney for his transportation, food, lodging and registration costs of attendance for two WSAMA conferences per year, shared proportionally with Attorney's other municipal clients, which expenses shall be reimbursed in accordance with City policy.

**2. Relation of Parties:**

Attorney, its sub-Contractors, agents and employees are independent Contractors performing professional services for the City and are not employees of the City. Attorney, its sub-Contractors, agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Attorney, sub-Contractors, agents and employees shall not have the authority to bind the City in any way except as may be specifically provided herein.

**3. Time of Performance:**

The service of Attorney is to commence on January 1, 2017, and shall be of indefinite duration, subject to termination with or without cause, by either party upon 90 days written notice to the other party.

**4. Conflict of Interest:**

Attorney shall devote all the time necessary to perform the services herein but shall not be prevented or barred from taking on other employment in his independent law practice, whether or not that employment is similar in nature to the services to be performed herein. However, Attorney shall not represent or advise employees of the City where the interest of the employee may be in conflict with that of the City. Attorney shall also not perform services for others where a conflict of interest or an ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist pursuant to Attorney's representation of the City herein. When such a conflict of interest or ethical violation may exist, Attorney shall immediately notify the City of such potential conflict or violation. Attorney shall then withdraw as counsel for the opposing party, as required to avoid any further conflict of interest or ethical violation, unless the City agrees to waive such conflict at its sole discretion.

**5. Compensation and Schedule of Payments:**

City shall pay Attorney at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full

compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein. Attorney shall submit monthly invoices to City covering both professional fees and reimbursable expenses, if any. Payments to Attorney shall be made within thirty (30) days from submission of each invoice.

City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Attorney agree that any amount paid in error by City does not constitute a rate change in the amounts agreed upon herein.

**6. Ownership of Records and Documents:**

All materials, writings and products produced by Attorney in the course of performing this Contract shall immediately become the joint property of City and Attorney. In consideration of the compensation provided for by this Agreement, Attorney hereby further assigns all copyright interests in such materials, writing and products to City. Attorney may retain a copy.

**7. Suspension and Termination:**

This Agreement may be terminated by either party pursuant to Section 3.

**8. Evaluation and Compliance with the Law:**

Attorney shall have the authority to control and direct the performance and details of the services to be performed herein. Attorney agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

**9. City Business and Occupation License:**

Prior to performing work under this Agreement, Attorney shall secure a City of White Salmon Business License.

**10. Liability and Hold Harmless:**

Attorney shall take all precautions necessary and shall be responsible for the safety of his employees, agents, and sub-contractors in the performance of the work hereunder. All work shall be done at Attorney's risk. Attorney shall defend, indemnify, save and hold harmless the City, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from Attorney's negligent performance of this Agreement, except those which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns. The City shall defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from the City's negligence, except those which arise from the sole negligent acts or omissions of Attorney, its officers, agents, employees or assigns. If both the City and Attorney are concurrently negligent, the parties shall be required to indemnify and defend only in proportion to their separate negligence. The City shall also defend,

indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any and all claims arising out of the good faith performance of his duties for services provided within the scope of this Agreement, and within the confines of applicable ethical rules and in compliance with existing law, but not arising out of acts performed outside of the scope of Attorney's requested services, or for any acts of misconduct or alleged violations of existing law.

**11. Liability Insurance:**

- a. Commercial General Liability, Professional Liability and Malpractice Insurance. Attorney shall obtain and keep in force Commercial General Liability insurance with a limit not less than \$100,000.00 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than \$500,000.00 for each occurrence, and a \$1,000,000.00 General Aggregate Limit, for the entire term of this Agreement.
- b. Worker's Compensation. Attorney shall take out and maintain during the life of this Agreement, worker's compensation insurance for all its employees engaged in work under this Agreement who are required to be so covered by the laws of the State of Washington.
- c. Employment Security. Attorney shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

**12. Confidentiality:**

Attorney agrees to keep all of the information provided by City in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

**13. Qualifications:**

Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

**14. Non-Exclusive Contract and Excluded Services:**

This is a non-exclusive contract. This Agreement does not include the provision of the following services: (1) Prosecution of crimes, which shall be provided by the City's Prosecuting Attorney under a separate Agreement; (2) Code enforcement matters, unless specifically requested by City. The parties acknowledge that it may be necessary from time to time for the City to retain other legal counsel. Legal matters requiring other counsel may include, but are not limited to bond issues, pension and deferred compensation matters, labor negotiations, employment matters, complex litigation, cases referred to attorneys

selected by City's insurers, and matters involving specialized areas of practice where the City's interest would be best served by retaining other counsel. In addition, other counsel may be required if Attorney has a conflict of interest, which precludes his representation of the City. The City may also employ an Assistant City Attorney through a separate Agreement, to assist the City and Attorney as needed.

**15. Notices:**

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed first-class mail, postage paid, as follows:

City:  
City of White Salmon  
100 N Main St  
PO Box 2139  
White Salmon, WA 98672

Attorney:  
Kenneth B. Woodrich PC  
Attorney at Law  
110 Columbia Street, Suite 109  
Vancouver, WA 98660-3515

**16. Amendments/Non-Assignment:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by both parties hereto. Any changes in the scope of services or compensation shall be mutually agreed upon between City and Attorney and shall be incorporated in written amendments to this Agreement. Attorney shall not assign or subcontract any portion of this Agreement without prior written consent of the City.

**17. Scope of Agreement:**

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

**18. Ratification:**

Acts taken pursuant to this Agreement, but prior to its effective date, are hereby ratified and confirmed.

**19. Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Klickitat County, Washington.

[Signatures appear on next page]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**KENNETH B. WOODRICH, PC:**

\_\_\_\_\_  
**DAVID POUCHER, MAYOR**

\_\_\_\_\_  
**KENNETH B. WOODRICH, WSBA #19654**

**ATTEST:**

\_\_\_\_\_  
**City Clerk Treasurer**



**Item Attachment Documents:**

8. City Hall Improvements, Acceptance of Project as Complete
  - a. Presentation and Discussion
  - b. Action



---

## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: November 20, 2019  
Agenda Item: City Hall Improvements, Acceptance of Project as Substantially Complete  
Presentation: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

### Action Required

Acceptance of work on city hall improvements as substantially complete, consenting to three change orders, and authorizing payment on final invoice (less 5% retainage).

### Proposed Motion Options

Motion to accept work on city hall improvements as substantially complete, consent to three change orders in the total amount of \$32,013.50 and authorizing payment of \$101,454.50 (final invoice less retainage and previous payment).

### Explanation of Issue

The city hall improvements are substantially complete, Pat Munyan and Jan Brending did a walk through with the contractor and there are only a few minor items that need to be completed or touched up. It is possible that this work will be completed by the city council meeting.

Three change orders were approved by the City Administrator during the project:

- |    |  |                              |
|----|--|------------------------------|
| 1. | Design changes as authorized by city council   | \$20,962.50 (includes taxes) |
| 2. | Electrical work<br>Electrical work related to the exterior lights was not included in the contract and needed to be added. When the electrician reviewed the work he found electrical wiring to the tower that did not meet code and presented a possible fire hazard. The electrical work has brought the wiring up to code and provided for exterior lighting to work. | \$9,223.50 (includes taxes)  |
| 3. | Front railing<br>The front railing was rotting and needed to be replaced before painting.  | \$1,827.50 (includes taxes)  |

Initial Contract Cost	\$178,987.50
Change Orders	\$ 32,013.50
Total Cost	\$211,001.00

### Recommendation of Staff/Committee

Staff recommends accepting the project as substantially complete, consenting to the three change orders in the total amount of \$32,013.50, and authorizing payment of \$101,454.50 (final invoice less retainage and previous payment).



**APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT**

CERTIFICATE FOR PAYMENT. For period from: 10/1/19 to 11/15/19

Contract for: **2019 City Hall Improvement Project**

Date: 11/14/19

Location: **100 N. Main, White Salmon, WA 98672**

Certificate No.: 2

Contractor: **EMTech, LLC**

Contract No.: \_\_\_\_\_

Original Contract Amount: **\$166,500.00**

Net change in Contract Amount to Date: **\$29,780.00**

Adjusted Contract amount **\$196,280.00**

Item No.	SCHEDULE OF VALUES DETAIL	ESTIMATED VALUE	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS INVOICE
1	Mobilization	\$25,000.00	\$25,000.00	100%	\$25,000.00	\$0.00
2	Demo	\$6,700.00	\$6,700.00	100%	\$6,700.00	\$0.00
3	Framing	\$10,100.00	\$10,100.00	100%	\$10,100.00	\$0.00
4	Roofing	\$4,200.00	\$4,200.00	100%	\$4,200.00	\$0.00
5	Exterior Finish Siding	\$16,900.00	\$16,900.00	100%	\$16,900.00	\$0.00
6	Electrical	\$5,900.00	\$5,900.00	100%	\$5,900.00	\$0.00
7	Interior Finish	\$5,050.00	\$5,050.00	100%	\$0.00	\$5,050.00
8	Doors	\$11,800.00	\$11,800.00	100%	\$0.00	\$11,800.00
9	Interior Painting	\$3,400.00	\$3,400.00	100%	\$0.00	\$3,400.00
10	Flooring	\$1,700.00	\$1,700.00	100%	\$0.00	\$1,700.00
11	Exterior Stairs	\$31,250.00	\$31,250.00	100%	\$0.00	\$31,250.00
12	Option #3	\$20,000.00	\$20,000.00	100%	\$20,000.00	\$0.00
13	Exterior Painting	\$24,500.00	\$24,500.00	100%	\$0.00	\$24,500.00
14		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
15		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
16		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
17		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
18		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
19	Change Orders					
20	1. work on exterior	\$19,500.00	\$19,500.00	100%	\$0.00	\$19,500.00
21	2. Id. Electrical	\$8,580.00	\$8,580.00	100%	\$8,500.00	\$80.00
22	3. Railing	\$1,700.00	\$1,700.00	100%	\$0.00	\$1,700.00
23	4.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
24	5.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
25	6.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
26	7.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
27	8.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
28	6.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
SUBTOTAL		\$196,280.00	\$196,280.00	100%	\$97,300.00	\$98,980.00
TAX 7.50% SALES TAX		\$14,721.00	\$14,721.00		\$7,297.50	\$7,423.50
<b>TOTAL</b>		\$211,001.00	\$211,001.00		\$104,597.50	\$106,403.50
Less Retainag 5%			\$9,814.00		\$4,865.00	\$4,949.00
NET			\$201,187.00		\$99,732.50	\$101,454.50
Less Previous Payments			\$99,732.50			
Additional Tax		\$0.00			\$0.00	
<b>AMOUNT DUE THIS ESTIMATE</b>			<b>\$101,454.50</b>			<b>\$101,454.50</b>

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

**EMTech, LLC**  
(Contracting Firm)

By 

11/15/19  
DATE

**Item Attachment Documents:**

11. WSDOT Maintenance Agreement - Purchase of Deicer, Sand and Liquid Deicer



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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: November 20, 2019  
Agenda Item: Consent Agenda – WSDOT Maintenance Agreement – Purchase of Deicer and Sand

### **Action Required**

Acceptance under consent agenda.

### **Proposed Motion Options**

None – unless pulled from consent agenda.

### **Explanation of Issue**

The city has established a maintenance agreement with Washington Department of Transportation whereby Public Works will purchase deicer and sand from WSDOT. This will save the city money. Product will be picked up at the local WSDOT shop in Bingen. The City Administrator signed the agreement under the authority provided by the City's procurement policy.

### **Recommendation of Staff/Committee**

Staff recommends acceptance under the consent agenda.



<p><b>Maintenance Agreement</b> Work by WSDOT for Other State, Federal, and Local Governmental Agencies</p>	<p>Agency and Billing Address City of White Salmon PO Box 2139 White Salmon, WA 98672</p>
<p>Agreement Number JD1647</p>	<p>Contact Name/Phone #/Email Russ Avery, Operations Manager / 509-493-1133 x500</p>
<p>Federal Tax ID # 91-6001528</p>	<p>Estimated Costs \$3,400.00* (covers a 1 year agreement period)</p>
<p>Description of Work Project Name: Winter Materials - Salt, Sand, and Liquid Deicer  Agency to purchase salt, sand, and/or liquid deicer, on an as needed/as requested basis, from WSDOT SWR Area 4 Maintenance (Bingen).  *Estimated Costs include the current Indirect Cost Rate (ICR) of 12.13%, which is valid through June 30, 2020.</p>	

This Agreement is entered into by and between the Washington State Department of Transportation (WSDOT) and the above named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

**Recital**

1. The Agency has requested and WSDOT has agreed to perform certain work as described above.

Now Therefore, pursuant to chapter 39.34 RCW,

It Is Hereby Agreed As Follows:

**1. General**

- 1.1 WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the Agency.
- 1.2 The Agency agrees, in consideration of the faithful performance of the above described work to be done by WSDOT, to reimburse WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

**2. Payment**

- 2.1 The estimated cost of the work is stated above. The Agency agrees to set aside funds for payment to WSDOT in this amount.
- 2.2 The Agency agrees to pay WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the Agency is a county or city, the Agency agrees that if it does not make payment as provided under the terms of this Agreement, the Agency authorizes WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the Agency.

2.4 The Agency agrees further that if payment is not made to WSDOT within thirty (30) days from receipt of WSDOT's invoice, WSDOT may charge late fees and/or interest in accordance with Washington State Law.

**3. Increase in Cost**

The Parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

**4. Right of Entry**

The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the work described above.

**5. Claims**

Claims for Damages: After completion of work by WSDOT, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the work performed by WSDOT for the Agency, the Agency shall defend such claims and hold harmless the WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgement or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the work performed pursuant to this Agreement.

**6. Indemnification**

The Agency 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 Agency, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing work 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 Agency, 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 Agency or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. Agency specifically assumes potential liability for the actions brought by Agency's employees and solely for the purposes of this indemnification and defense, Agency specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. Agency recognizes that this waiver was the subject of mutual negotiations.

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

**7. Modification**

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

**8. Termination Clause  
(Check the Appropriate Box Below)**


- 8.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either Party upon thirty (30) days advanced written notice to the other Party. In the event of termination, payment will be made by the Agency for work completed by WSDOT as of the effective date of termination.
- 8.2 This Agreement will terminate upon completion of the work described herein.



**9. Disputes and Venue**

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT's Secretary of Transportation or designee and the Agency's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, 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. The venue specified in this section shall not apply to any federal agency that is a Party to this Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Requesting Agency	Washington State Department of Transportation
By: <u></u>	By: _____
Printed: <u>Patrick Munyan, Jr.</u>	Printed: _____
Title: <u>City Administrator</u>	Title: _____
Date: <u>Nov. 12, 2019</u>	Date: _____

**Item Attachment Documents:**

12. Public Works Contract, Artistic Excavation - Hood Street Improvements



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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: November 20, 2019  
Agenda Item: Consent Agenda – Public Works Contract, Artistic Excavation – Hood Street Improvements

### **Action Required**

Acceptance under consent agenda.

### **Proposed Motion Options**

None – unless pulled from consent agenda.

### **Explanation of Issue**

When the city chipped sealed Hood Street and Skagit Street it caused some issues with water runoff for several properties. The improvements provided in this contract correct those issues. The city solicited quotes for the project. It received one quote from Artistic Excavation. The city negotiated with the contractor for the proposed cost. The contract was signed by the city administrator under authority provided by the city's procurement policy. The funds for this project come from the city's street fund. This project was reviewed by the City Operations Committee.

### **Recommendation of Staff/Committee**

Staff recommends acceptance under the consent agenda.

## SMALL PUBLIC WORKS AGREEMENT

Contract #: Hood Street Improvements (2019)		WO#:	
Contractor:	Artistic Excavation LLC	Department:	Street
Name:	Aaron Kreps	Date:	November 2019
Address:	PO Box 2409 White Salmon WA 98672	Department Contact:	Pat Munyan
Contact:	541-490-6780	Phone:	509-493-1133 @202
		Fax:	
Fax:		Email:	patm@ci.white-salmon.wa.us
Email:	aaron@artisticx.com		

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. 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. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);  
Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.  
This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**Business License:** The Contractor is required to submit proof of a City business license (\$50) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

**Bonds/Retainage:** No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond (Performance and Payment Bond). Retainage is required. If a Performance and Payment Bond is provided retainage will be 5%.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

**Payment Processing:** The City shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the City has received approved L&I forms.

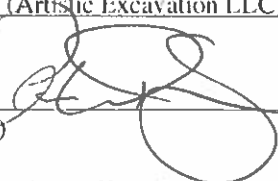

Completion Date: December 31, 2019 or sooner.	Total Contract Fixed Price (Including Tax) \$12,612.44
	<i>OR</i>
	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A:

Description of Work: Hood Street Improvements – per attached specifications and drawings

The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.

Note: Contractor will be required to work with property owners for scheduling work and notify property owners that are affected by this work.

The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received and an Intent to Pay Prevailing Wages is filed with the WA Dept. of Labor & Industries.

<u>Contractor (Artistic Excavation LLC):</u>		<u>City Department Approval:</u>	
	<u>11/12/19</u>		<u>11/12/19</u>
(Signature)	(Date)	(Signature)	(Date)
Print Name: Aaron Kreps		Print Name: Pat Munyan, City Administrator	

Distribution Account Codes: \_\_\_\_\_  
Program Object

**CITY OF WHITE SALMON  
HOOD STREET IMPROVEMENTS  
SCOPE OF WORK**

The City of White Salmon is requesting quotes for the following work on Hood Street from Snohomish to Skagit:

- Removal of structures and obstructions and excavation
- Installation of crushed surfacing and top course
- Installation of curb and gutter.
- Installation of concrete driveways.
- Surface restoration

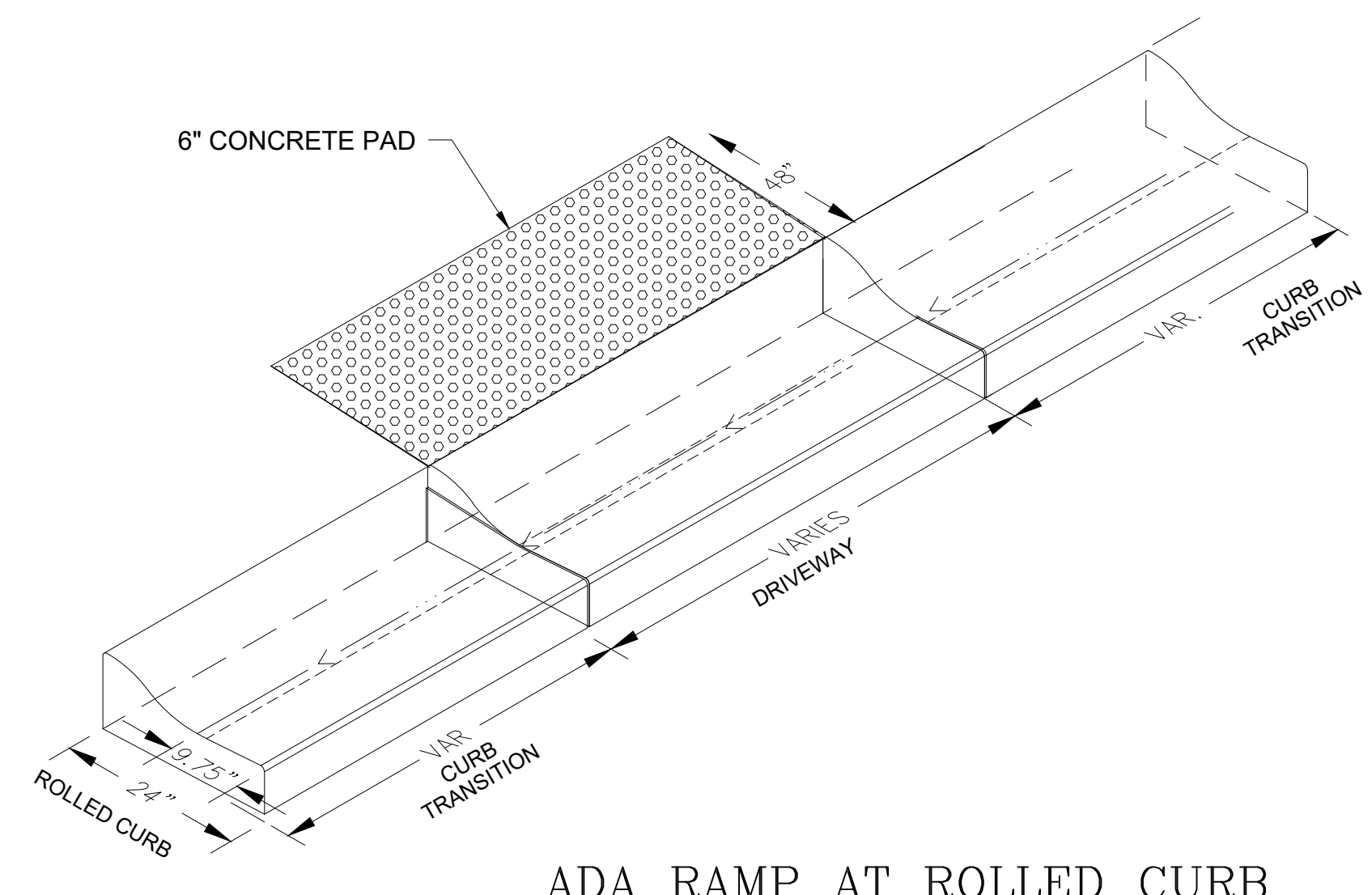
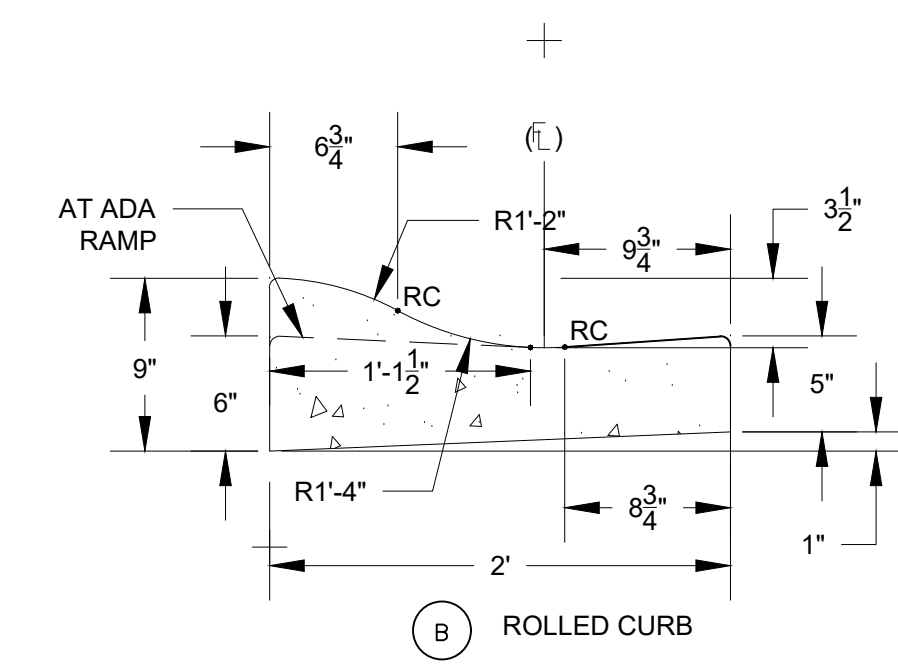
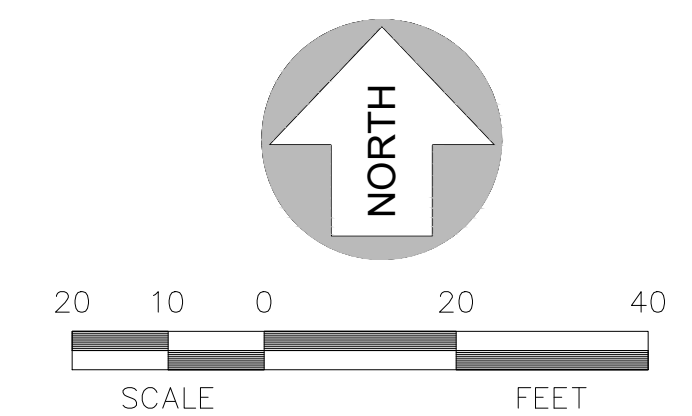
This project is subject to Washington State prevailing wages <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. Quotes shall be submitted on the attached form. This project is a lump sum bid plus taxes of 7.5%. Retainage of 10% will be withheld until all appropriate paperwork is submitted to the city and state at the end of the project.

**Quotes shall be submitted by 3:00 p.m., Friday, November 1<sup>st</sup> to [patm@ci.white-salmon.wa.us](mailto:patm@ci.white-salmon.wa.us). The subject line shall include "Quote – Hood Street Improvements.**

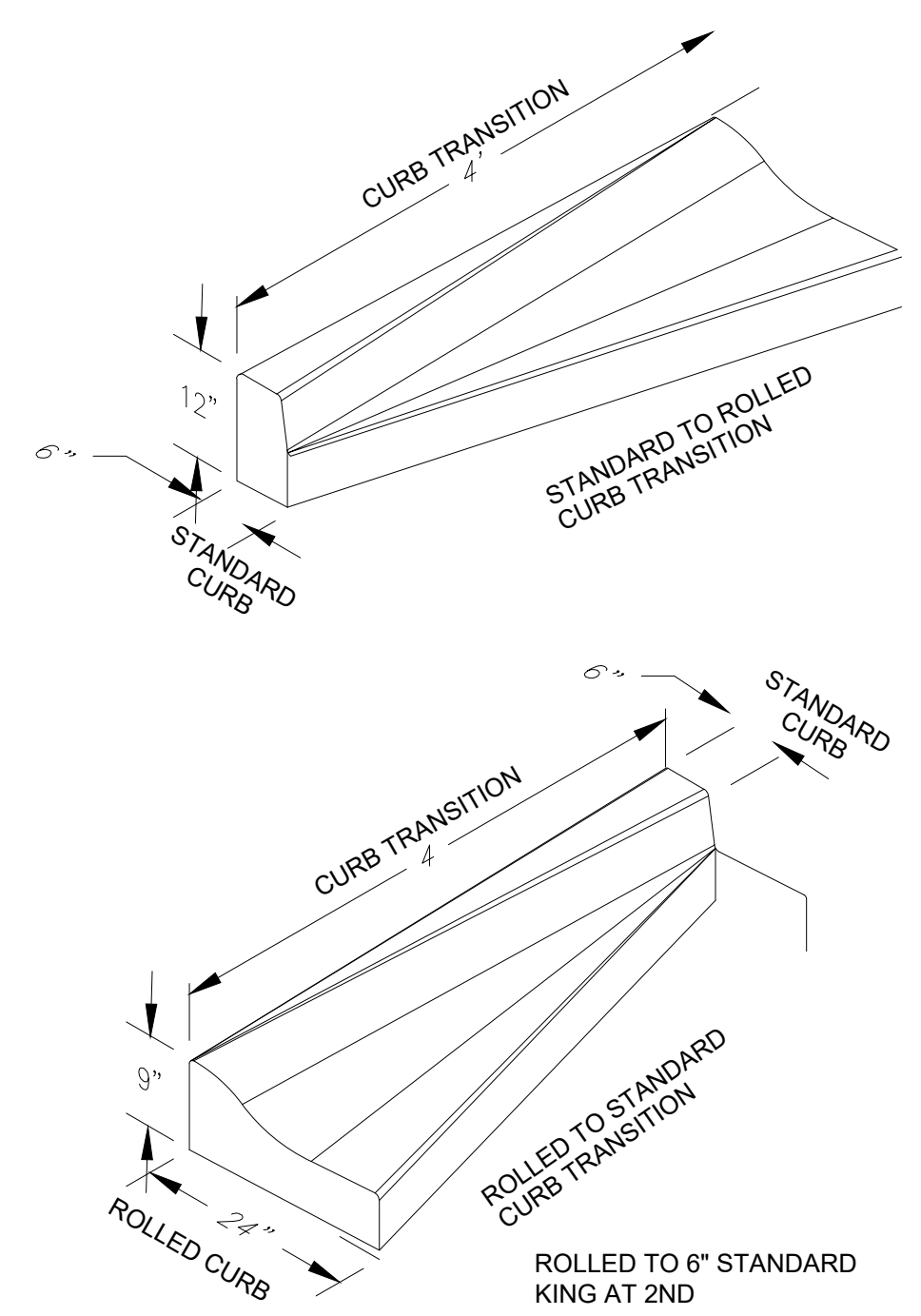
The City of White Salmon reserves the right to waive minor irregularities in the bids.

The City of White Salmon reserves the right to reject all bids.

For questions regarding the work, please contact Patrick Munyan, City Administrator at 509-493-1133 #202 or [patm@ci.white-salmon.wa.us](mailto:patm@ci.white-salmon.wa.us).



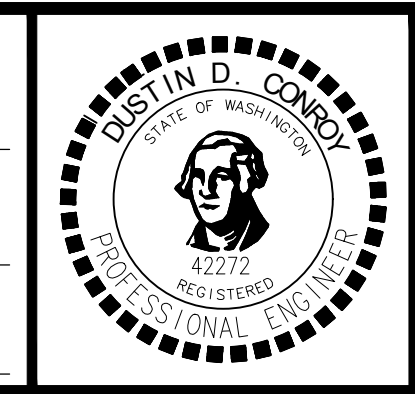
ADA RAMP AT ROLLED CURB



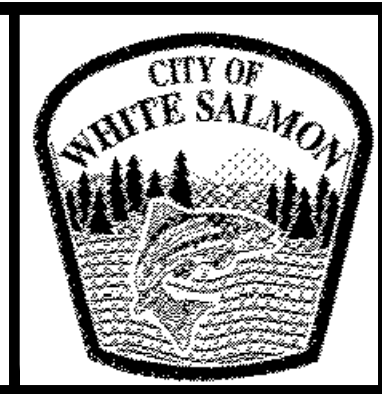
4 CURB TRANSITIONS  
SCALE: 1" = 5'

No.	Date	Revisions
1	2/20/17	SUBMITTED FOR REVIEW

Surveyed	Date
Designed	9-19
Checked	9-19



**PSE** Pioneer Surveying & Engineering, Inc.  
Civil Engineering and Land Planning  
125 Simcoe Drive  
Goldendale, Washington 98620  
Phone (509) 773-4945, Fax (509) 773-5888,  
E-Mail pse@gorge.net



City of White Salmon  
Public Works Department  
PO BOX 2139  
142 E. Jewett Blvd.  
White Salmon, WA  
98672 509-493-1133

VERTICAL DATUM: USGS 1988 DATUM  
HORIZONTAL DATUM: GPS OBSERVATIONS  
CADD FILE NAME: L:\2017 Jobs\17-702

SCALE  
HORIZ. -  
VERT. -

<b>HOOD STREET ROLLED CURB</b>	
CITY OF WHITE SALMON HOOD STREET DRIVEWAY REPAIR	SHEET 1

**Item Attachment Documents:**

13. Public Works Contract, Artistic Excavation - Police Department Concrete Work





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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: November 20, 2019  
Agenda Item: Consent Agenda – Public Works Contract, Artistic Excavation – Hood Street Improvements

### **Action Required**

Acceptance under consent agenda.

### **Proposed Motion Options**

None – unless pulled from consent agenda.

### **Explanation of Issue**

The city council authorized signing a contract with Artistic Excavation for concrete work associated with the police department building in the amount of 444,715.16. Upon review of the bids, it was determined that Artistic Excavation did not include sales tax in their bid. However, with sales tax the bid from Artistic Excavation was still the low bid. The mayor signed the contract with a price of \$48,068.80 (\$44,715.16 plus sales tax of \$3,353.64).

### **Recommendation of Staff/Committee**

Staff recommends acceptance under the consent agenda.

## SMALL PUBLIC WORKS AGREEMENT

Contract #: Concrete Work – Police Department (2019)		WO#:	
Contractor:	Artistic Excavation LLC	Department:	Police
Name:	Aaron Kreps	Date:	November 2019
Address:	PO Box 2409 White Salmon WA 98672	Department Contact:	Pat Munyan
Contact:	541-490-6780	Phone:	509-493-1133 @202
		Fax:	
Fax:		Email:	patm@ci.white-salmon.wa.us
Email:	aaron@artisticx.com		

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. 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. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation: Explosions, Collapse and Underground Hazards (Where Applicable);  
 Products/Completed Operations: Contractual Liability: Broad Form Property Damage: Independent Contractors: and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles: Non-Owned Vehicles: Hired Vehicles: Property Damage.  
 This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**Business License:** The Contractor is required to submit proof of a City business license (\$50) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

**Bonds/Retainage:** No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond (Performance and Payment Bond). Retainage is required. If a Performance and Payment Bond is provided retainage will be 5%.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

**Payment Processing:** The City shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the City has received approved L&I forms.







ARTISTIC EXCAVATION  
P.C. 2003

*White Salmon Police Department Concrete Work BID*

<b>TOTAL</b>	<b>\$</b>	<b>44,715.16</b>
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\$ -



## City of White Salmon Office of City Hall

October 15, 2019

### Small Works Roster Scope of Work Police Department Concrete Work

The City of White Salmon is seeking sealed bids for the following work:

- Remove existing concrete stairs and install concrete ramp and new stairs to front door of Police Department
- Install concrete sidewalk from front sidewalk to side door of Police Department
- Install concrete drainage gutter, concrete curb and gutter at back of building of the Police Department

See drawings provided by the city's engineer.

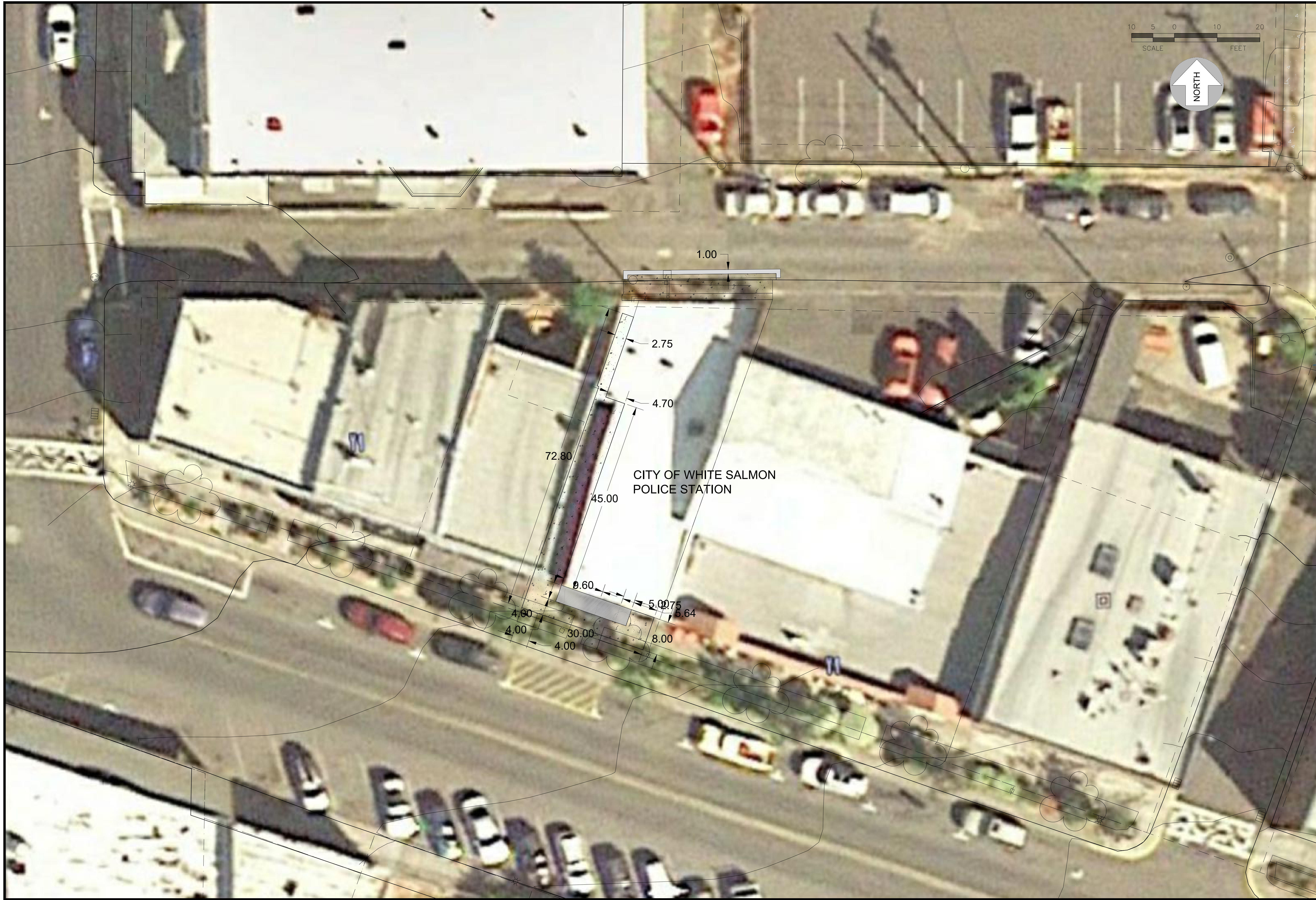
***A mandatory pre-bid meeting will be held on Monday, October 21 at 10:00 a.m. Meeting will take place at City Hall, 100 N. Main, White Salmon, WA.***

All work is subject to Washington state prevailing wages. A sample small works contract is attached. Retainage of 10% will be required to be withheld from payment until all appropriate paperwork is filed with the state.

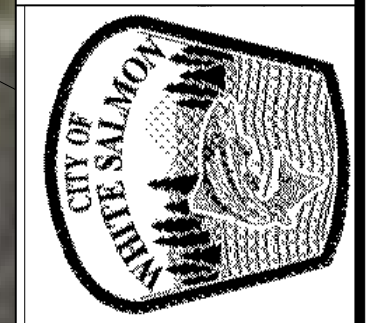
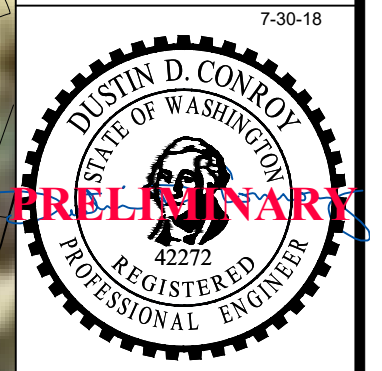
Contractors must be listed on the City's Small Works Roster prior to submitting a quote. The Small Works Roster Application is available on the city's webpage at <http://www.white-salmon.net> – click on Bids and RFPs.

Please submit **sealed bids** marked "Police Department Concrete Work" to the Jan Brending, City of White Salmon at [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us) or at City Hall, 100 N. Main, White Salmon WA 98672 by 3:00 p.m., October 31, 2019. Bids will be opened at City Hall at 3:10 p.m. on Thursday, October 31<sup>st</sup>.

For more information, please contact Jan Brending at [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us).



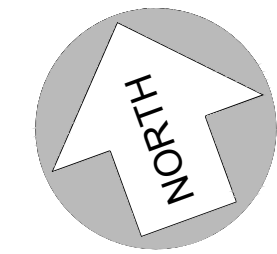
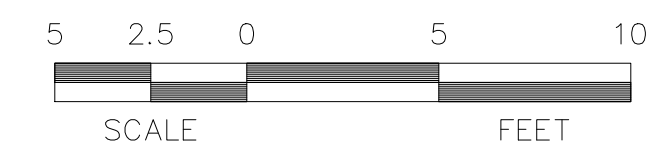
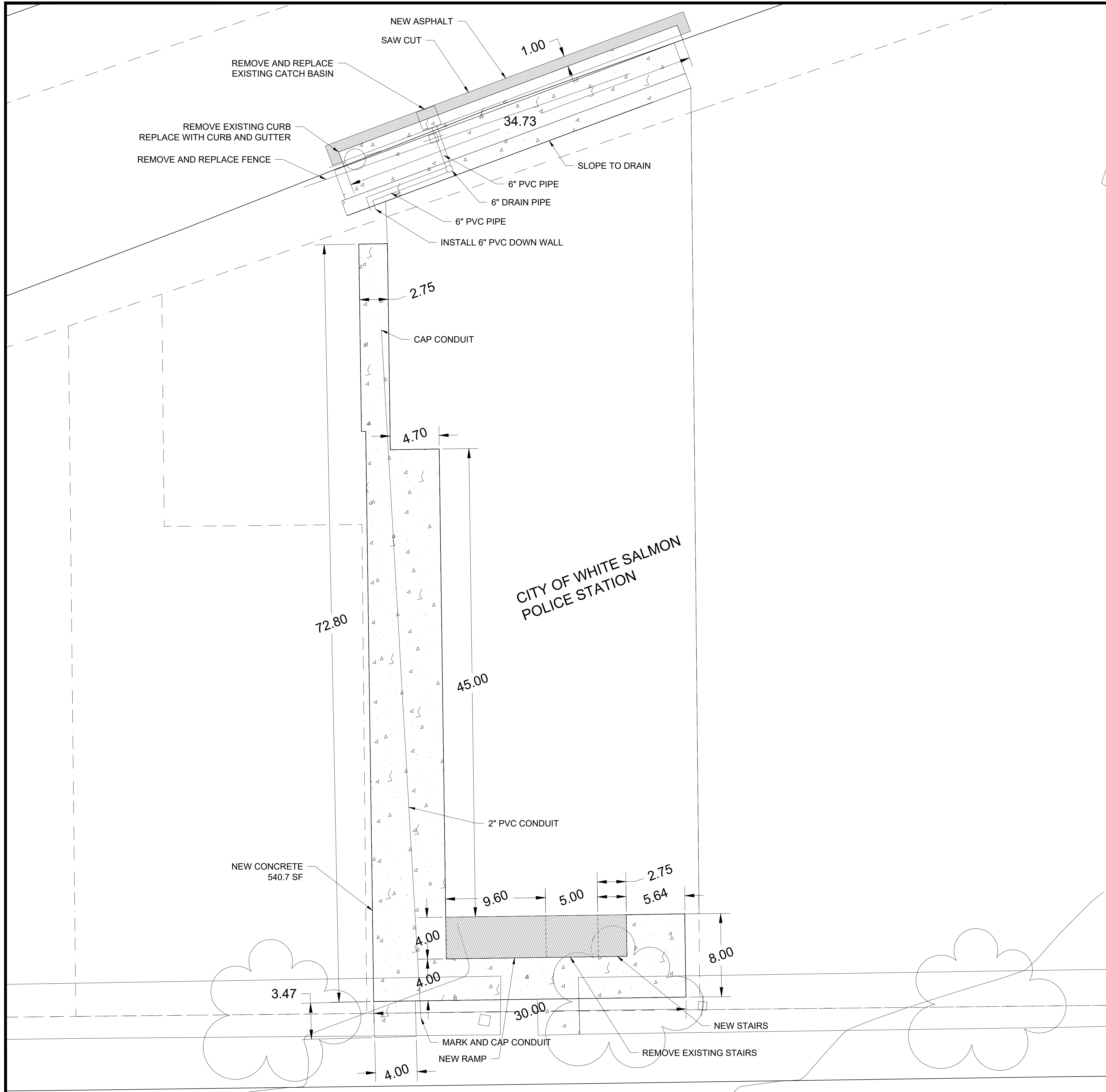
**Pioneer Surveying & Engineering, Inc.**  
 Civil/Structural Engineering and Land Planning  
 125 E. Simcoe Drive  
 Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net



**City of White Salmon**  
 Public Works Department  
 PO BOX 2139  
 Jewett Blvd.  
 White Salmon, WA  
 98672 509-493-1133

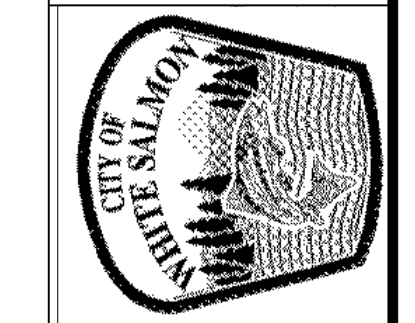
No.	Date	Revisions
2.0	10-21-19	SUBMITTED FOR REVIEW
1.0	10-8-19	SUBMITTED FOR REVIEW

SCALE: AS NOTED  
 JOB NO. **19-701** REV. **0**



CITY OF WHITE SALMON  
POLICE STATION

**Pioneer Surveying & Engineering, Inc.**  
Civil/Structural Engineering and Land Planning  
125 E. Simcoe Drive  
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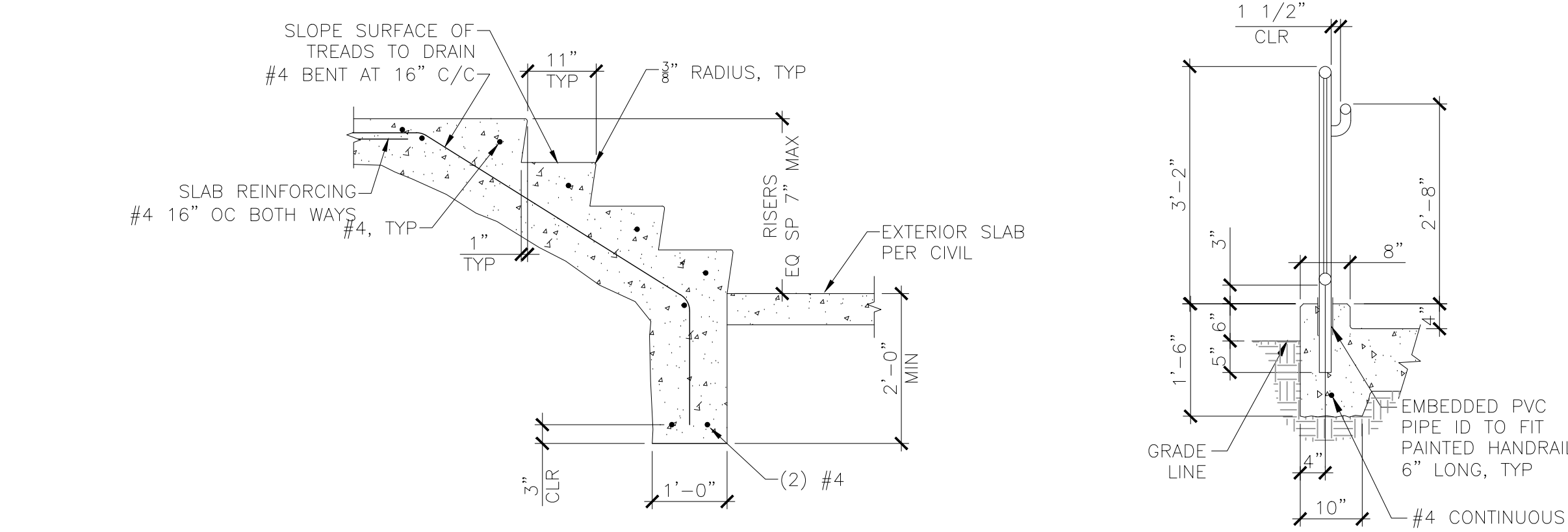
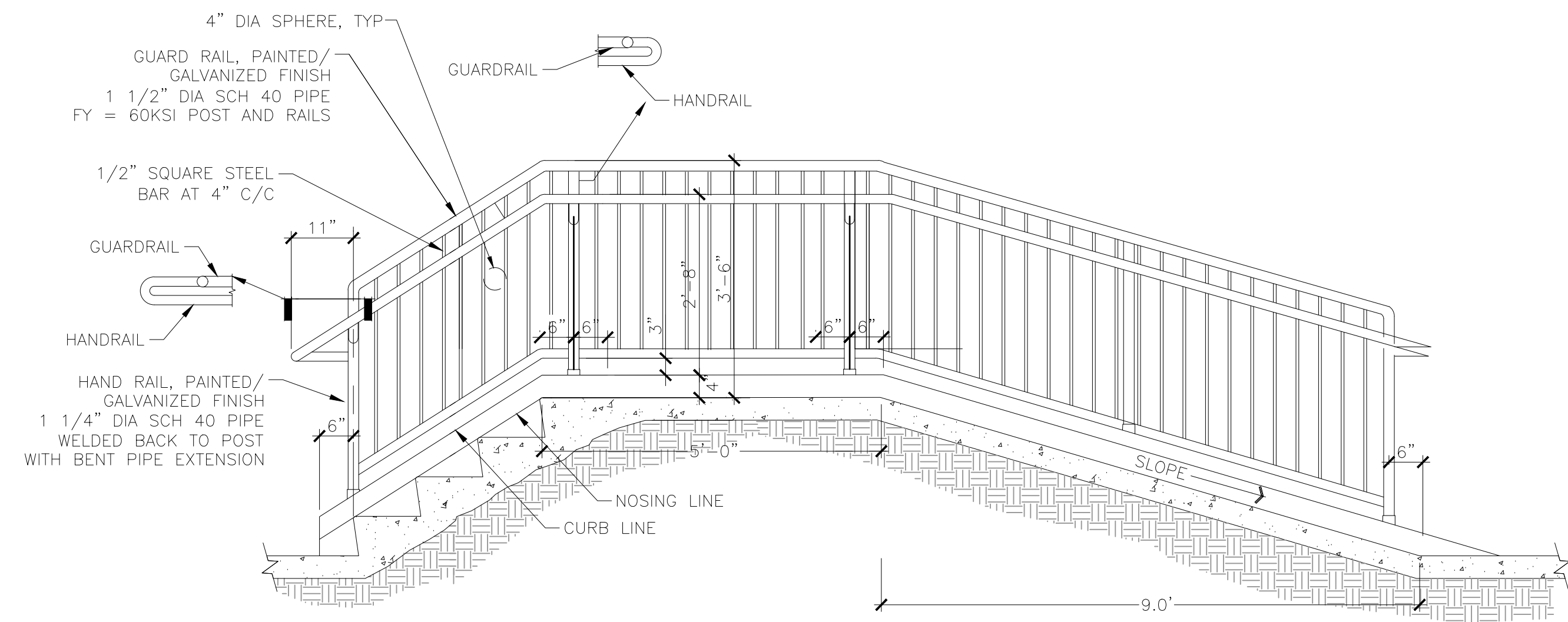


City of White Salmon  
Public Works Department  
PO BOX 2139  
142 E. Jewett Blvd.  
White Salmon, WA  
98672 509-493-1133

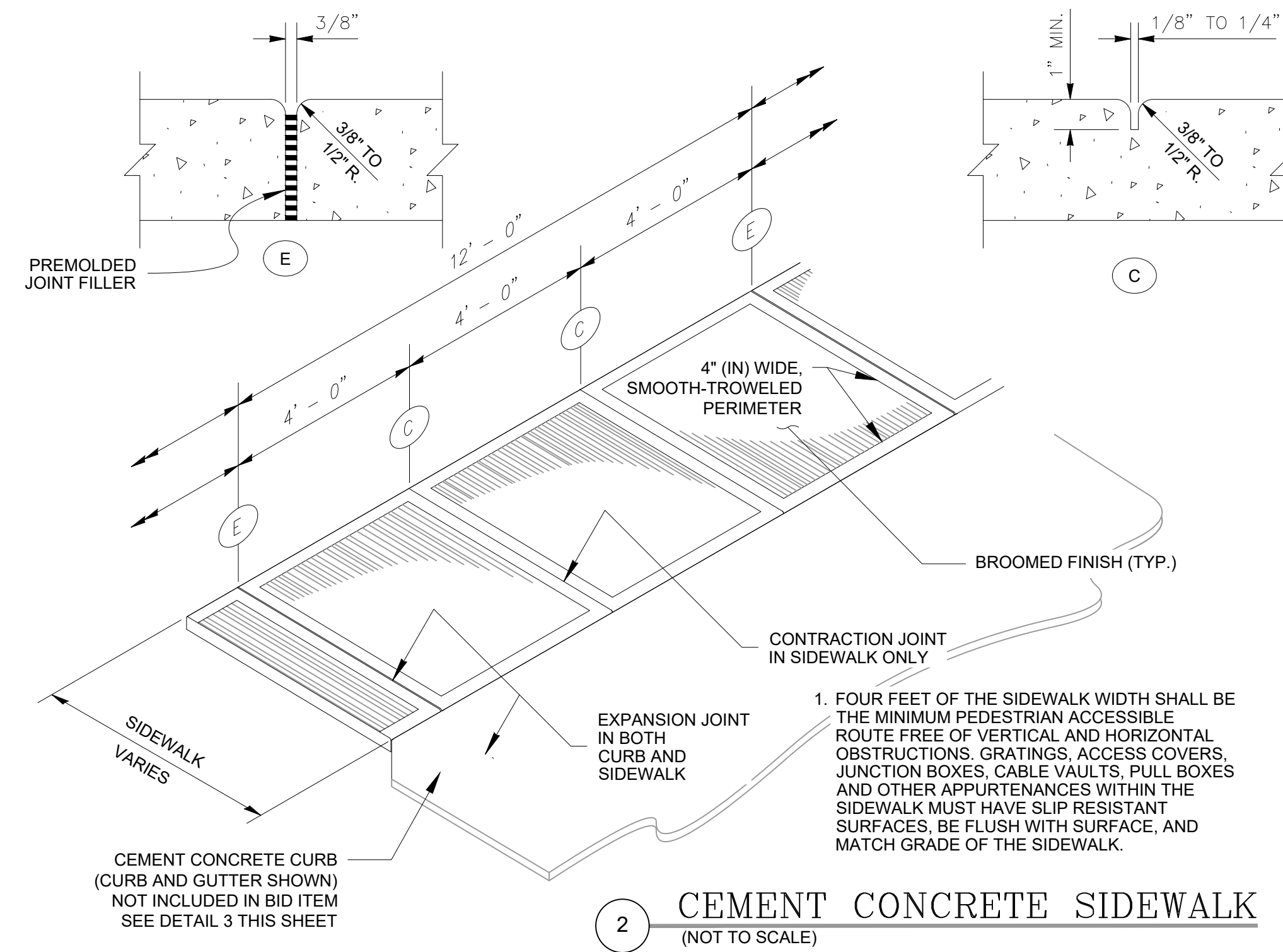
No.	Date	Revisions
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JOB NO. **19-701** REV. **0**





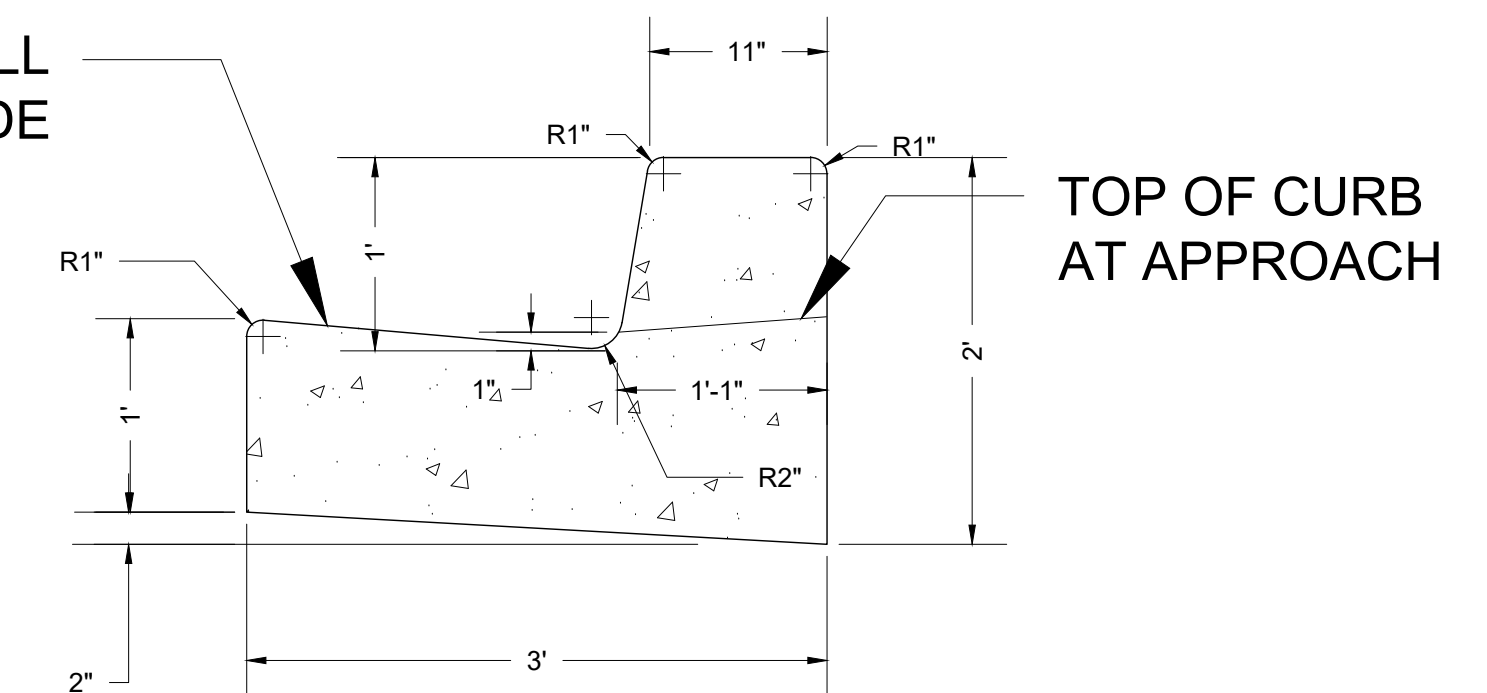
1 ENTRY DETAILS  
(NOT TO SCALE)



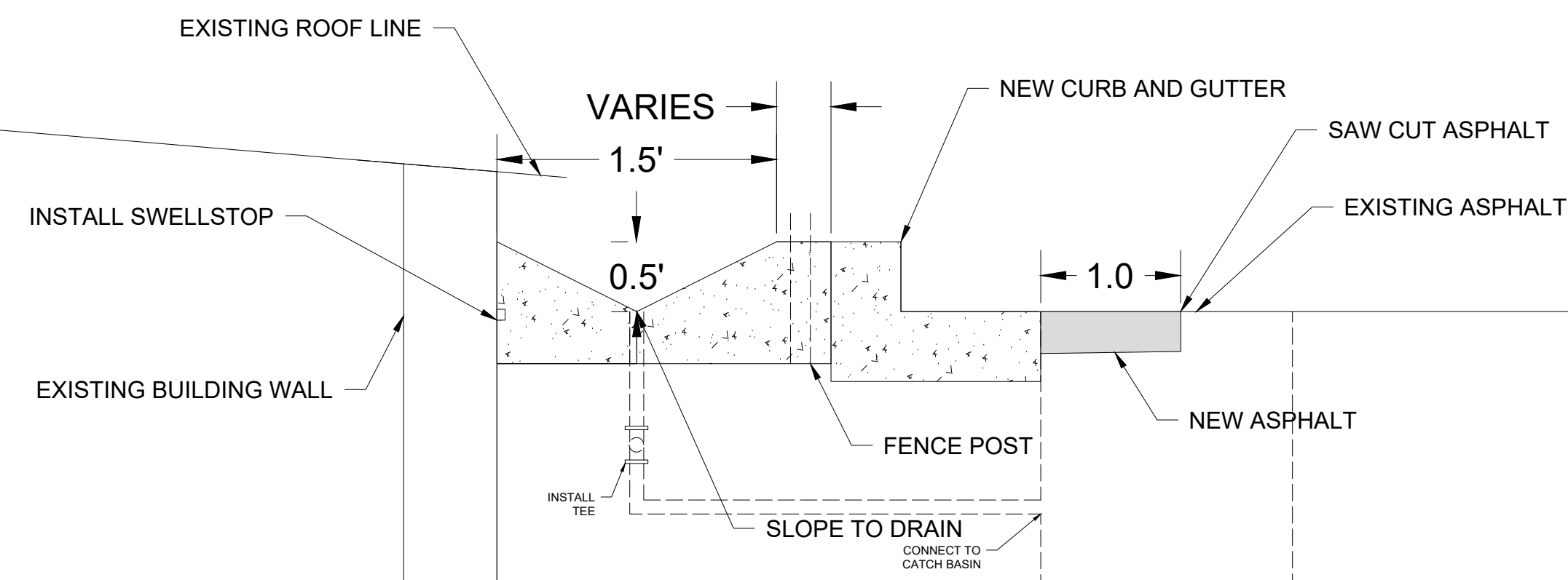
2 CEMENT CONCRETE SIDEWALK  
(NOT TO SCALE)

EXPANSION JOINTS @ 15' IN SIDEWALK AND CURB  
CONSTRUCTION JOINTS @ 5' IN SIDEWALK AND CURB

PAN HAS DOWNWARD SLOPE ON UPHILL  
(NORTH) SIDE

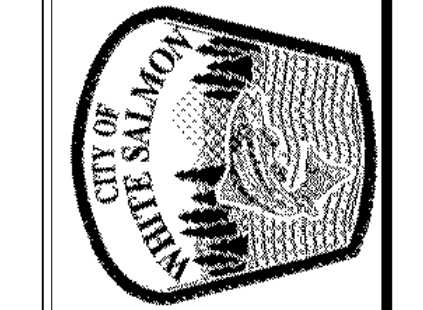


4 CONCRETE CURB AND GUTTER  
(NOT TO SCALE)



4 CONCRETE DRAINAGE GUTTER  
(NOT TO SCALE)

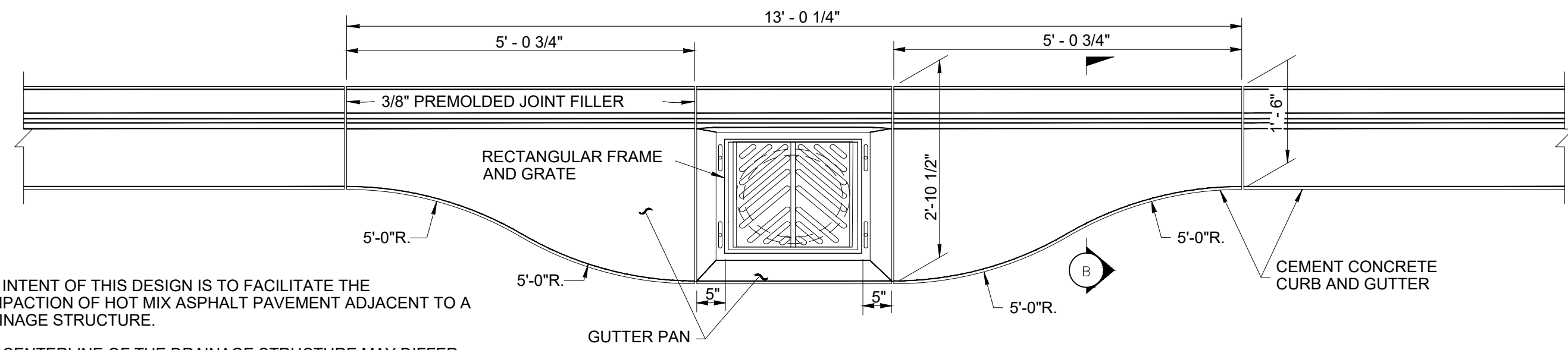
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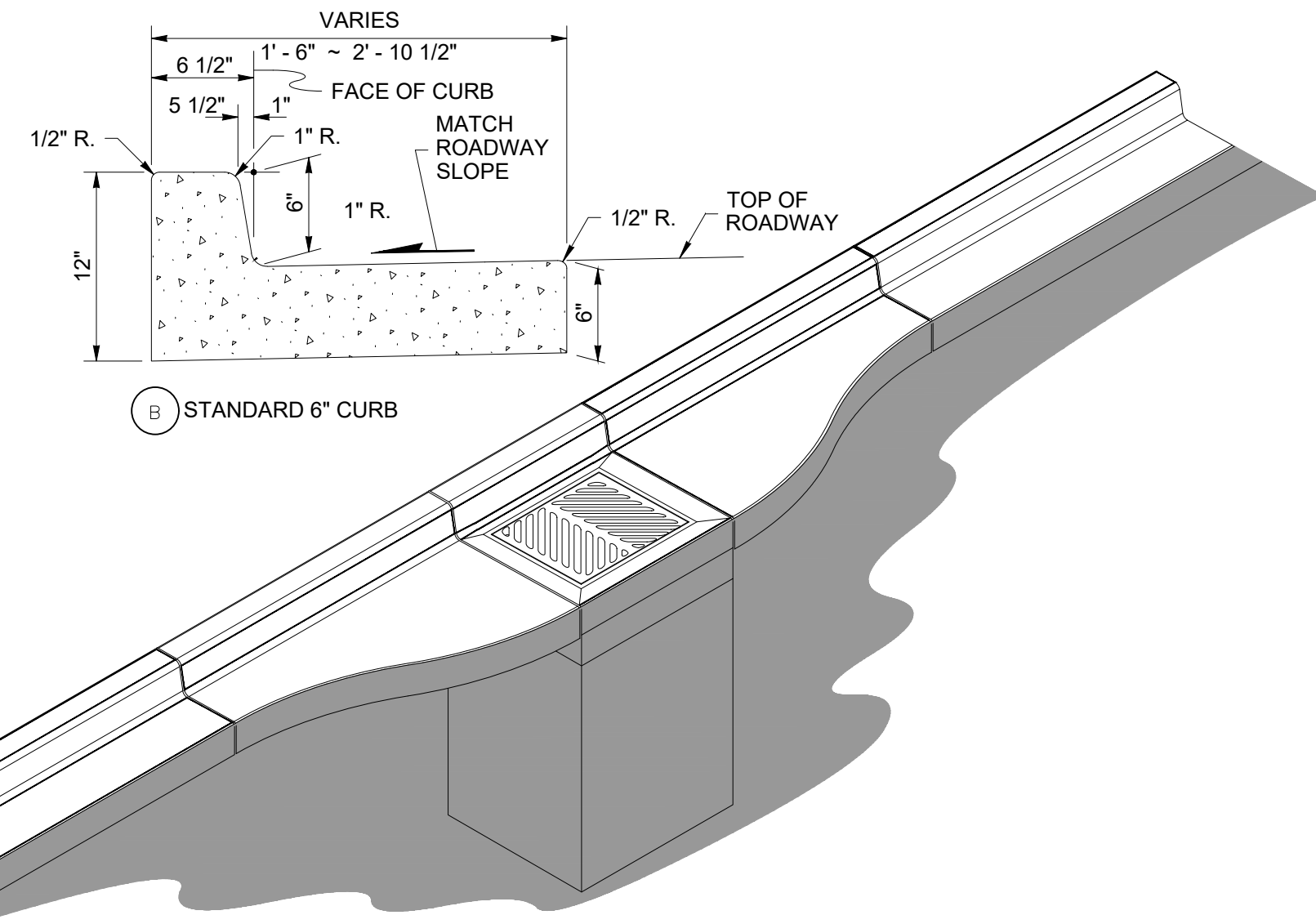
City of White Salmon  
Public Works Department  
PO BOX 2139  
142 E. Jewett Blvd.  
White Salmon, WA 98672  
509-493-1133

No.	Date	Revisions
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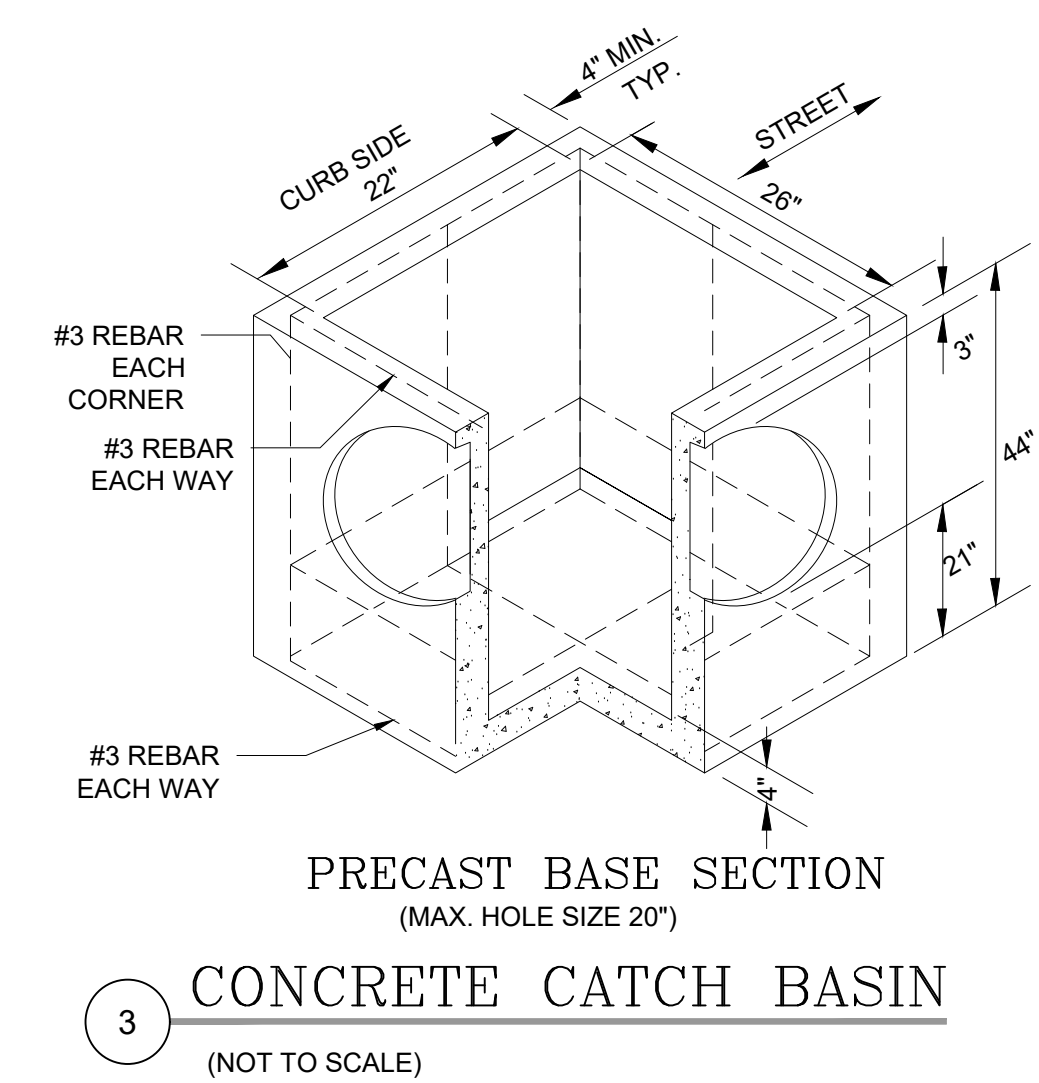
SCALE: AS NOTED  
JOB NO. REV.  
19-701 0



1. THE INTENT OF THIS DESIGN IS TO FACILITATE THE COMPACTION OF HOT MIX ASPHALT PAVEMENT ADJACENT TO A DRAINAGE STRUCTURE.
2. THE CENTERLINE OF THE DRAINAGE STRUCTURE MAY DIFFER FROM THE CENTERLINE OF THE FRAME AND GRATE.

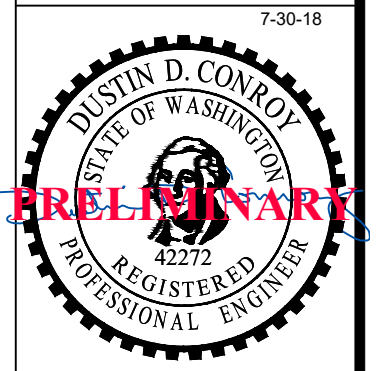


**1 STANDARD CURB GUTTER WIDENING DETAIL**  
(NOT TO SCALE) NE CORNER BROADWAY AND KING



**3 PRECAST BASE SECTION**  
(MAX. HOLE SIZE 20")  
**CONCRETE CATCH BASIN**  
(NOT TO SCALE)

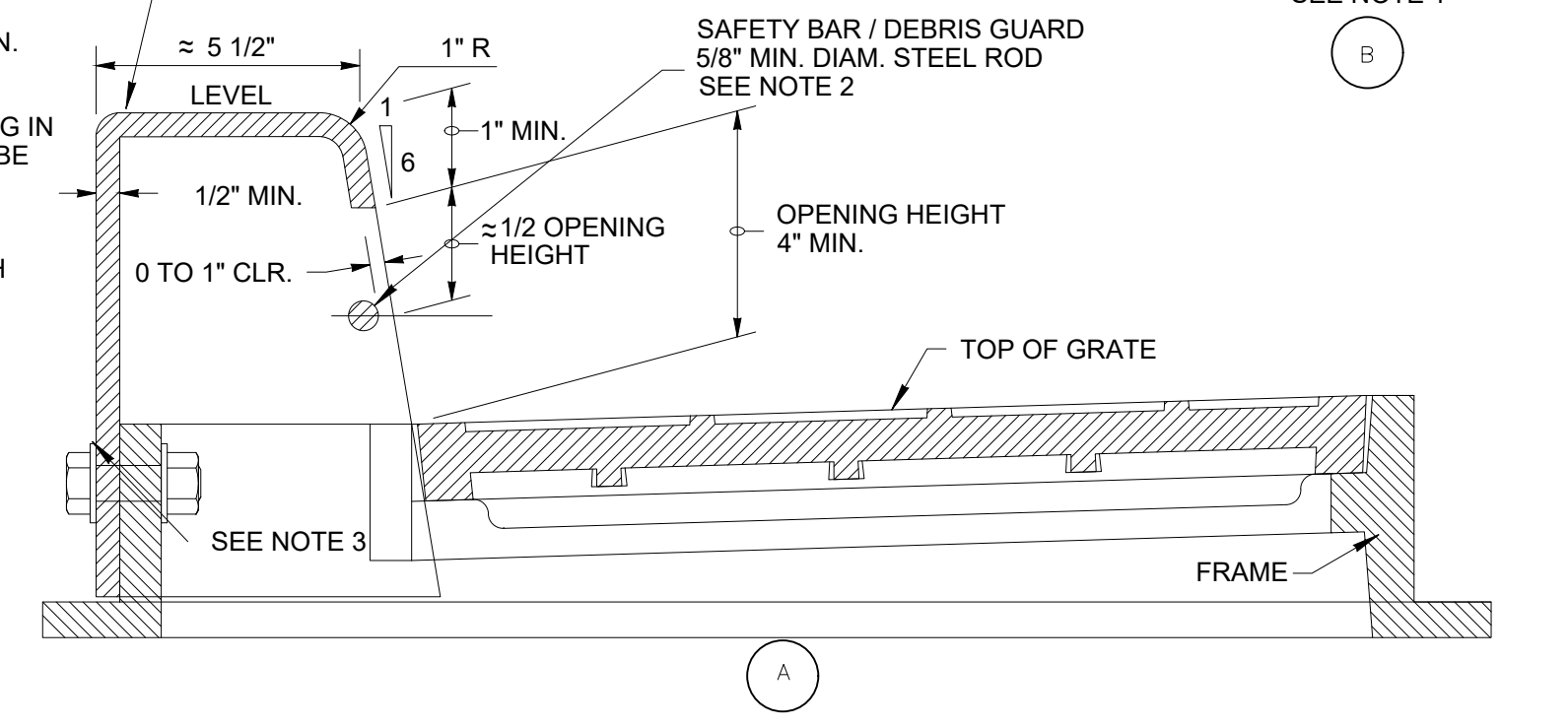
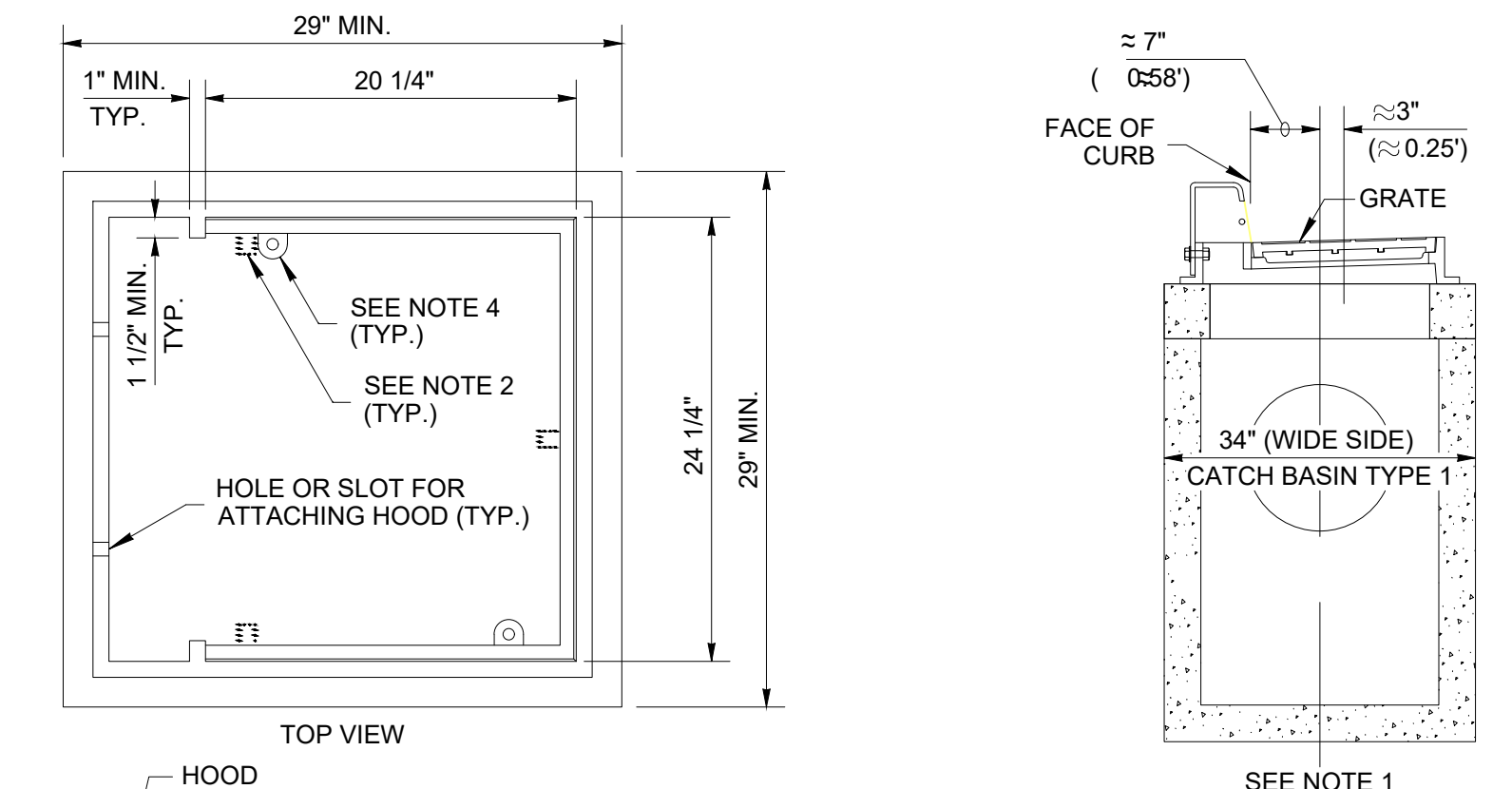
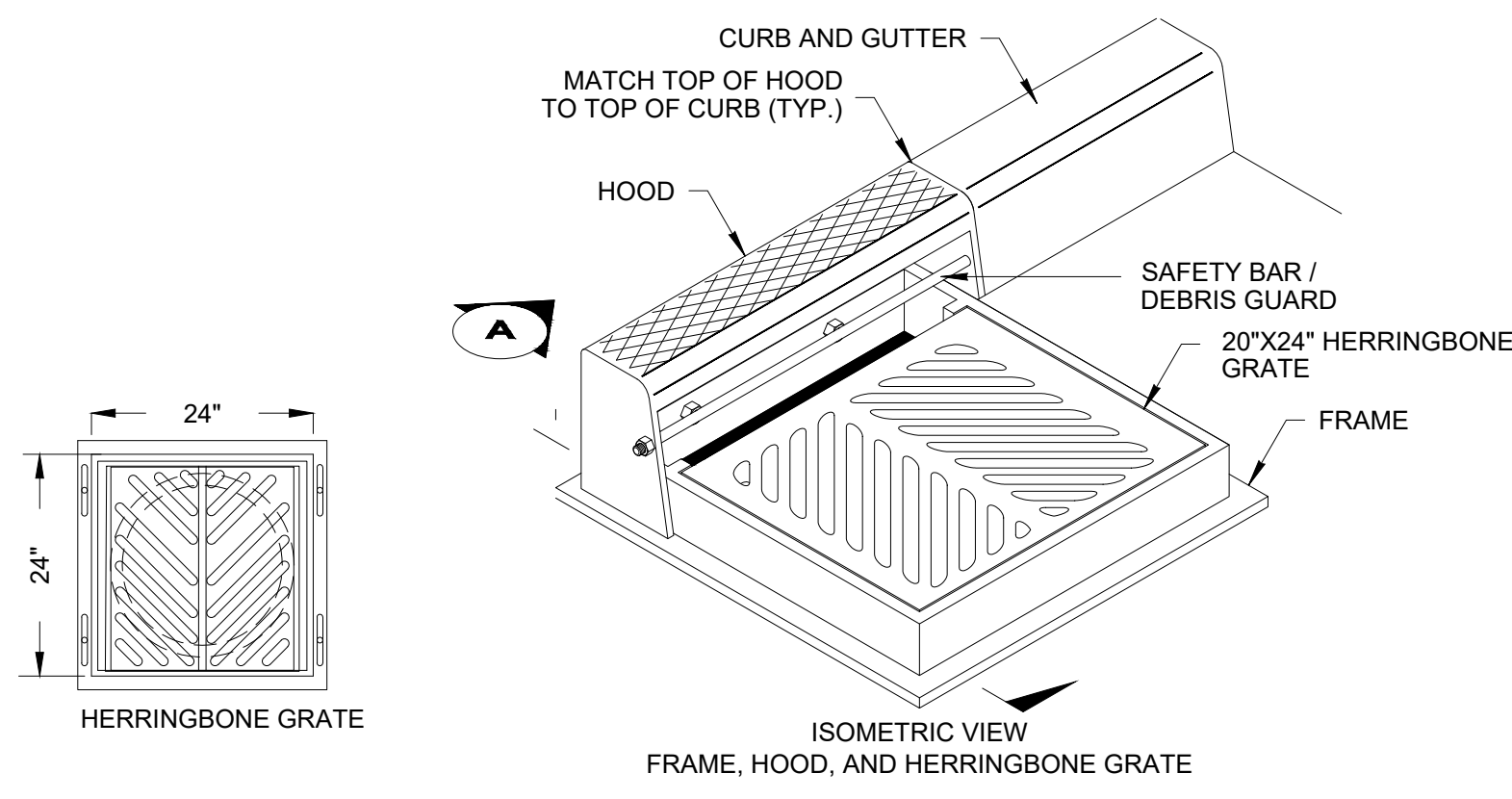
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98672 509-493-1133

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JOB NO. REV.  
**19-701** 0



1. THE ASYMMETRY OF THE COMBINATION INLET SHALL BE CONSIDERED WHEN CALCULATING THE OFFSET DISTANCE FOR THE CATCH BASIN. SEE SECTION A.
2. THE DIMENSIONS OF THE FRAME AND HOOD MAY VARY SLIGHTLY AMONG DIFFERENT MANUFACTURERS. THE FRAME MAY HAVE CAST FEATURES INTENDED TO SUPPORT A GRATE GUARD. HOOD UNITS SHALL MOUNT OUTSIDE OF THE FRAME. THE METHODS FOR FASTENING IN THE SAFETY BAR / DEBRIS GUARD ROD TO THE HOOD MAY VARY. THE HOOD MAY INCLUDE CASTING LUGS. THE TOP OF THE HOOD MAY BE CAST WITH A PATTERN.
3. ATTACH THE HOOD TO THE FRAME WITH TWO 3/4" x 2" HEX HEAD BOLTS, NUTS, AND OVER SIZE WASHERS. THE WASHERS SHALL HAVE DIAMETER ADEQUATE TO ASSURE FULL BEARING ACROSS THE SLOTS.
4. WHEN BOLT-DOWN GRATES ARE SPECIFIED IN THE CONTRACT, PROVIDE TWO HOLES IN THE FRAME THAT ARE VERTICALLY ALIGNED WITH THE GRATE SLOTS. TAP EACH HOLE TO ACCEPT A 5/8" x 11 NC x 2" ALLEN HEAD CAP SCREW. LOCATION OF BOLT-DOWN HOLES VARIES AMONG DIFFERENT MANUFACTURERS. SEE BOLT DOWN DETAIL, STANDARD PLANS B-30.10.
5. ONLY DUCTILE IRON GRATES SHALL BE USED. SEE STANDARD PLANS B-30.30 AND B-30.40 FOR GRATE DETAILS. REFER TO STANDARD SPECIFICATION 9-05.15(2) FOR ADDITIONAL REQUIREMENTS.
6. THIS PLAN IS INTENDED TO SHOW THE INSTALLATION DETAILS OF A MANUFACTURED PRODUCT. IT IS NOT THE INTENT OF THIS PLAN TO SHOW THE SPECIFIC DETAILS NECESSARY TO FABRICATE THE CASTINGS SHOWN ON THIS DRAWING.
7. DIAGONAL GRATE SHALL BE USED IN ROLLED CURB SECTIONS. HERRINGBONE GRATE SHALL BE USED ON THE FLAT GRATE.
8. EITHER COMBINATION INLETS OR NYLOPLAST CATCH BASINS MAY BE USED IN STREET AREAS. ONCE CHOSEN ONLY ONE TYPE SHALL BE USED.

**2 COMBINATION INLET**  
(NOT TO SCALE)

**Item Attachment Documents:**

14. Department of Natural Resources Agreement - Rental of Grader



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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: November 20, 2019  
Agenda Item: Consent Agenda – Department of Natural Resources Agreement – Rental of Grade

### **Action Required**

Acceptance under consent agenda.

### **Proposed Motion Options**

None – unless pulled from consent agenda.

### **Explanation of Issue**

The city annually rents a grader for snow removal from the Department of Natural Resources. The city administrator will sign the agreement per authorization under the city's procurement policy.

### **Recommendation of Staff/Committee**

Staff recommends acceptance under the consent agenda.

## **Equipment Rental Agreement**

### **Lessee Provided Operator**

This agreement is between Washington State Department of Natural Resources, hereinafter referred to as Lessor, and the City of White Salmon, hereinafter referred to as Lessee. This agreement shall commence on December 1, 2019 and terminate on March 1, 2020. Lessor's representative under this agreement is Nancy Shaff. Lessee's representative under this agreement is Pat Munyan, City Administrator.

#### **1. EQUIPMENT**

1.1 The equipment, which is subject of this agreement (hereinafter "equipment"), is CATIPILLAR MOTOR GRADER

1.2 The equipment is further described as follows:

Model No.	143H
Serial No.	APN 00257
License No.	23546E
Agency I.D. No.	H4G-0001
Beginning Hours	

#### **2. EQUIPMENT CONDITION**

2.1 Lessor's representative and Lessee's representative, or their respective designee, shall meet prior to or upon delivery of the equipment and jointly prepare a written statement of the condition of the equipment at the time of delivery and shall meet again upon return of the equipment and prepare a written statement of the condition of the leased equipment at the time of return.

2.2 If differences are found on return of the equipment which are not resolved at that time between the representatives of the designees, such dispute shall be resolved as set forth in paragraph 9, entitled "Disputes."

#### **3. COMPENSATION**

3.1 The rental rate shall be \$65.27 per hour, actual hours worked. Equipment comes with a fuel card.

#### 4. EMERGENCIES

4.1 Lessor reserves the right to temporarily recall the equipment in case of emergencies where the use of such equipment is necessary to Lessor's carrying out agency responsibilities. In such cases, transportation for the equipment shall be arranged and paid by Lessor. Lessor shall promptly return the equipment to Lessee at Lessor's expenses upon termination of the emergency.

#### 5. RESPONSIBILITIES OF LESSOR

5.1 Lessor shall:

- a. Equipment availability. Make the equipment available to Lessee from December 1, 2019 to March 1, 2020.
- b. Tools. Provide any specialized tools necessary for the proper operation and maintenance of the equipment.
- c. Billing. Submit billing invoices to Lessee. Invoices shall be mailed or delivered to the attention of Jan Brending Clerk/Treasurer at the City of White Salmon, P.O. Box 2139, White Salmon, WA. 98672.
- d. Service and maintenance. Lessor shall provide the following materials and service: fuel, oil, lubricants and routine scheduled maintenance.

#### 6. RESPONSIBILITIES OF LESSEE

6.1 Lessee shall:

- a. Operator. Provide an operator, which meets with the approval of Lessor with regard to ability and qualifications. The individuals so authorized to operate this equipment are the City of White Salmon Public Works Personnel.
- b. Inspections. Lessee shall perform inspections of the equipment prior to use and save said inspection sheets for the information of Lessor. These inspection sheets will be submitted to Lessor along with the monthly use reports. Deficiencies will be reported immediately as provided herein.
- c. Moving costs. Pay all costs of moving the equipment from and to Lessor's premises.
- d. Monthly reports. Provide monthly usage reports to Lessor on the first working day of each month or as agreed upon interval. These reports shall be mailed, or delivered to Nancy Shaff at Washington State Department of Natural Resources, 713 East Bowers Road, Ellensburg, WA 98926. Usage reports shall contain the following information: Mileage, fuel

consumed, oil consumed, maintenance performed, and any comments relating to the operation and performance of the machine.

e. Security. Provide for the security of the equipment while in Lessee's possession. Lessee shall repair to Lessor's satisfaction any damage resulting from vandalism or third party actions.

f. Service and routine maintenance. Lessee shall provide the following materials and services: None.

## 7. REPAIRS

7.1 Lessee. Lessee shall repair or cause to be repaired, to Lessor's satisfaction, any breakdowns or damage caused by Lessee.

7.2 Lessor. Lessor shall repair or cause to be repaired breakdowns and repairs occasioned by normal wear and tear, pre-existing conditions or which are otherwise caused by Lessor.

7.3 Reports. Routine reports and notice of any equipment failures and notification of service needs shall be made promptly to Nancy Shaff, Assistant Region Manager - Business at 713 East Bowers Road, Ellensburg, WA 98926.

## 8. INSURANCE

8.1 Provide proof of insurance certificate with Washington State Department of Natural Resources as additional insured for property loss and liability for not less than \$1,000,000.

## 9. DISPUTES

9.1 In the event a dispute arises under this agreement, Lessor's representative and Lessee's representative shall promptly meet and attempt to resolve the dispute. In the event these representatives are unsuccessful in resolving the dispute, a third representative shall be selected by Lessee's meeting of the representatives. The third representative shall resolve the dispute pursuant to standards set forth in the agreement, which resolution shall be final determination of the rights of the parties under this agreement. The parties shall equally share any cost or expense incurred by the third representative.

10. TERMINATION

10.1 Lessor or Lessee may terminate this agreement upon fifteen (15) days written notice to the other party's representative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



---

Pat Munyan  
City Administrator  
City of White Salmon  
P.O. Box 2139  
White Salmon, WA 98672  
[patm@ci.white-salmon.wa.us](mailto:patm@ci.white-salmon.wa.us)  
Phone: 509-493-1133 x202

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Nancy Shaff  
Assistant Region Manager – Business Operations  
Washington State Department of Natural Resources  
713 East Bowers Road  
Ellensburg, WA 98926  
[Nancy.shaff@dnr.wa.gov](mailto:Nancy.shaff@dnr.wa.gov)  
Phone: 509-925-0970