

White Salmon City Council Meeting A G E N D A March 06, 2024 – 6:00 PM 119 NE Church Ave and Zoom Teleconference Meeting ID: 861 7876 7367 Call In: 1 253 215 8782 US (Tacoma) Zoom Link: https://us02web.zoom.us/j/86178767367

I. Call to Order, Land Acknowledgement, and Presentation of the Flag

- II. Roll Call
- III. Changes to the Agenda

IV. Presentations

- A. Women's History Month Presentation
- B. Mayor's Update

V. Public Comment

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.

VI. Consent Agenda

- A. Approval of Public Works Manager Job Description- Documents will be provided before meeting
- B. Approval of Meeting Minutes February 21, 2024
- C. Approval of Vouchers

VII. Business Items

- A. Waterline Acceptance Ebbert
 - 1. Presentation
 - 2. Discussion
 - 3. Action

VIII. Reports and Communications

- A. Department Head Reports
- B. Council Member Reports
- C. Committee Reports

IX. Executive Session (if needed)

X. Adjournment

File Attachments for Item:

B. Approval of Meeting Minutes - February 21, 2024



CITY OF WHITE SALMON City Council Meeting – Wednesday, February 21, 2024 In Person and Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members: Ben Giant Patty Fink David Lindley Jason Hartmann, Mayor Pro Tempore

Staff Present:

Mike Hepner, Police Chief Stephanie Porter, Clerk Treasurer Shawn Mac Pherson, City Attorney Troy Rayburn, City Administrator Andrew Dirks, Public Works Director

I. Call to Order, Land Acknowledgement and Presentation of the Flag

Mayor Pro Tempore Jason Hartmann called the meeting to order at 6:00p.m. There were approximately 3 members of the public in attendance in person and via teleconference.

II. Roll Call (6:03pm)

Moved by Ben Giant. Seconded by David Lindley. Motion to excuse Council Member Jim Ransier from the February 21, 2024 Council Meeting. *CARRIED 4-0*

III. Changes to the Agenda (6:04pm)

IV. Presentations

- A. Black History Month Presentation (6:04pm)
- B. Mayor Pro Tempore's Update (6:19pm)

V. Public Comment (6:24pm)

Gabrielle Gilbert, Klickitat County Resident (6:25pm) Wayne Thayer, White Salmon Resident (6:28pm)

VI. Consent Agenda (6:30pm)

- A. Approval of Task Order Anderson Perry Mainline Phase IIA Engineering
- B. Approval of Special Meeting Minutes January 19, 2024
- C. Approval of Meeting Minutes-February 7, 2024
- D. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 21st day of February 2024.

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Туре	Date			
Claims	2/21/2024	41014	41046	44,011.26
	2/21/2024	EFT	EFT	120.00
			Claim Total	44,131.26
Payroll	2/20/2024	EFT	EFT	50,970.42
			Payroll Total	50,970.42
Manual Claims	N/A	N/A	N/A	0.00
VOIDED Checks	N/A	N/A	N/A	0.00
			Manual Claim	
			Total	0.00
			Toal Vouchers	95,101.68

Moved by Ben Giant. Seconded by David Lindley.

Motion to approve Consent Agenda as presented with vouchers in the amount of \$95,101.68. CARRIED 4-0.

- VII. Business Items (6:31pm) No Business Items.
- VIII. Reports and Communications
 - A. Department Heads (6:32pm)
 - B. Council Members (6:33pm)

IX. Executive Session No executive session held.

X. Adjournment

The meeting was adjourned at 6:41p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

- A. Waterline Acceptance Ebbert
- 1. Presentation
- 2. Discussion
- 3. Action



Department Head:
Clerk/Treasurer:
City Administrator:
Mayor:

COUNCIL REPORT

Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:
Presented By:

No, unnecessary. March 6, 2024 Ebbert Waterline Acceptance Andrew Dirks, Public Works Director

Consent Agenda

Action Required:

Acceptance of water line extension on NW Cherry St and approval of agreement between the City and Keith Ebbert.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to accept water line extension on NW Cherry St and approval of agreement between the City and Keith Ebbert.

Background of Issue:

Mr. Ebbert has developed a property on NW Cherry St that required an extension of the City Water System to serve the property. He has hired Dustin Conroy with Pioneer Engineering and Surveying to accomplish this task. Pioneer has provided Staff with accurate As-Builts, proof of a successful pressure test and a letter of completion (all attached). Staff has also provided proof of a satisfactory bacteriological test, and project inspection reports. All bonds, agreements and documentation are in place.

Explanation of Issue:

The extension required connection to the existing 6" C900 water line serviced off of Strawberry Mtn Rd. The extension included installation of a 6" gate valve, a 2" blowoff at the end and a 1" water service.

Council Options:

City Council has the following options available at this time:

- 1. Accept the Staff Recommendation.
- 2. Revise the Staff Recommendation.
- 3. Other action as desired by council.

Fiscal Analysis:

N/A

DEI & Stakeholder Analysis:

This project has no DEI and Stakeholder direct implications, but it does provide water to properties that have not been servable to this point.

Policy & Plan Implications:

This project has no direct Policy and Plan implications but does provide needed infrastructure to a property that is currently not receiving services.

Recommendation of Staff/Committee:

Staff recommends acceptance of water line extension on NW Cherry St and approval of agreement between the City and Keith Ebbert.



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Civil Engineering and Land Planning

January 11, 2024

Andrew Dirks City of White Salmon Public Works Director

RE: Ebbert Waterline Project

Mr. Dirks,

The waterline installation for the Ebbert Waterline Project has been completed. Attached are the as-built plans and the water test results from the disinfection test completed December 7,2023. A leakage test was performed on December 6, 2023. The waterline was pressure test at 180 PSI for 1 hour in conformance with White Salmon Construction Standards. The pressure did not change during the test and therefore met the requirements.

The project has been completed with the exception to the asphalt patch of the trench. It is my recommendation that the City accept the project as complete meeting the requirements of the construction standards.

Please feel free to contact me with any comments or questions.

Sincerely,

>. Comor

Dustin Conroy, PE/PLS



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Civil Engineering and Land Planning

January 16, 2024

Erika Castro Guzman Community Development/Special Project Coordinator City of White Salmon PO Box 2139 White Salmon WA 98672

Dear Ms. Guzman,

I have enclosed the as-builts for the Keith Ebbert waterline. Please let me know if there is anything else you need.

Sincerely,

Dustin Conroy, PE/PLS DC/vla 22-112



SHEET INDEX

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CE1.0 COVER SHEET CE2.0 GENERAL NOTES CE3.0 WATER NOTES AND BLOWOFF ASSEMBLY DETAIL CE4.0 STANDARD DETAILS CE5.0 WATER LINE PLAN CE6.0 WATER LINE PROFILE

SURVEYOR:

PIONEER SURVEYING AND ENGINEERING 125 E SIMCOE DRIVE **GOLDENDALE, WA 98620** PH. 509-773-4945 DUSTIN CONROY (SURVEY MANAGER)

ENGINEER:

PIONEER SURVEYING AND ENGINEERING 125 E SIMCOE DRIVE **GOLDENDALE, WA 98620** PH. 509-773-4945 DUSTIN CONROY(PROJECT MANAGER)



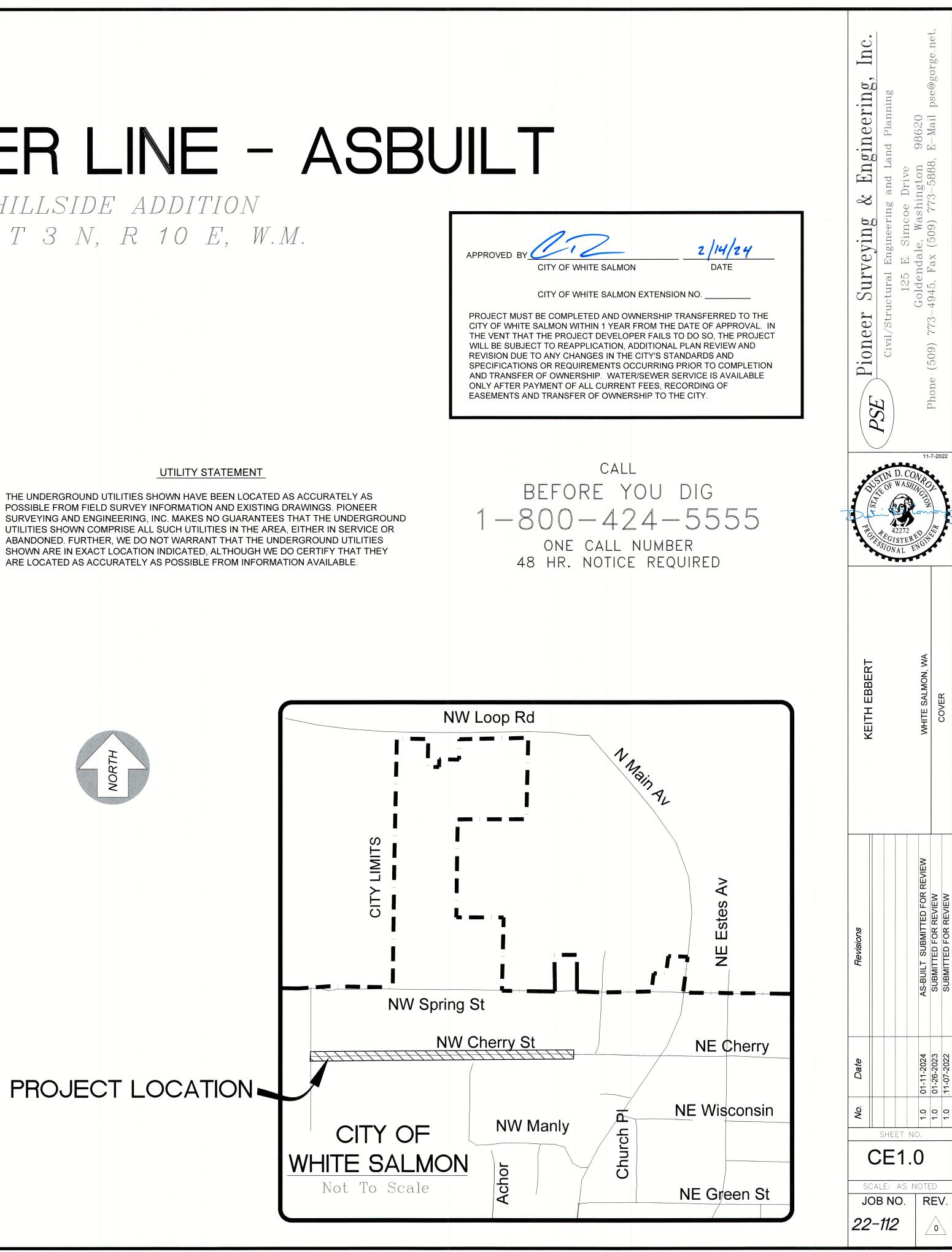
EBBERT WATER LINE - ASBUILT

LOT 4 SP WS 89-04 BOWMANS HILLSIDE ADDITION IN THE SE1/4 NE1/4 SECTION 24, T 3 N, R 10 E, W.M.

> **OWNERS: KEITH EBBERT PO BOX 454** WHITE SALMON WA 98672

CITY:

CITY OF WHITE SALMON 100 N MAIN ST PO BOX 2139 WHITE SALMON, WA 98672 PH. 509-493-1133 PUBLIC WORKS





<u>GENERAL NOTES:</u>

1. THE CONTRACTOR SHALL PROCURE AND CONFORM TO ALL CONSTRUCTION PERMITS REQUIRED BY THE CITY. THE CONTRACTOR SHALL PAY FOR ALL PROJECT PERMIT COSTS.

2. ALL MATERIALS AND WORKMANSHIP FOR FACILITIES IN STREET RIGHT OF WAY OR EASEMENTS SHALL CONFORM TO THE APPROVING AGENCY'S CONSTRUCTION SPECIFICATION WHEREIN EACH HAS JURISDICTION INCLUDING, BUT NOT LIMITED TO THE CITY OF WHITE SALMON, KLICKITAT COUNTY ROAD DEPARTMENT, WASHINGTON DEPARTMENT OF HEALTH(DOH), WASHINGTON DEPARTMENT OF ECOLOGY (DOE), AND THE WASHINGTON DEPARTMENT OF TRANSPORTATION (WSDOT).

- 3. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT.
- 4. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 48 BUSINESS HOURS (2 BUSINESS DAYS) PRIOR TO START OF CONSTRUCTION AND COMPLY WITH ALL OTHER REQUIREMENTS OF THE SERVING UTILITIES.
- 5. ANY INSPECTION BY THE CITY OR OTHER AGENCIES SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE CONTRACT DOCUMENTS, APPLICABLE CODES AND AGENCY REQUIREMENTS.
- 6. THE CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES PER CITY REQUIREMENTS IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUCTD) WITH WASHINGTON AMENDMENTS. ACCESS TO DRIVEWAYS SHALL BE MAINTAINÈD AT ÀLL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
- 7. NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUND WATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO THE STATE WATERS MUST HAVE PRIOR APPROVAL OF THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY.

EXISTING UTILITIES AND FACILITIES:

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- 1. THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE DRAWING ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER, THE CITY OF WHITE SALMON AND UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH RECORDS. <u>THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND</u> SIZES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 2. THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE OR ALIGNMENT MODIFICATIONS WITHOUT DELAYING THE WORK. IF GRADE OR ALIGNMENT MODIFICATIONS ARE NECESSARY THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE ENGINEER SHALL OBTAIN APPROVAL FROM THE OWNER PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POTHOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.
- 3. ALL FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS TO LEAVE EXISTING UTILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY.
- 4. UTILITIES OR INTERFERING PORTIONS OF UTILITIES THAT ARE TO BE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE EXPOSED ENDS OF ALL ABANDONED UTILITIES WITH A MANUFACTURED PLUG OR CONCRETE.
- 5. THE CONTRACTOR SHALL REMOVE ALL SIGNS, MAILBOXES, FENCES, LANDSCAPING, ETC. AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC STREETS AND RIGHT OF WAYS ARE KEPT CLEAN OF MUD. DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR. STREETS SHALL BE SWEPT BY THE CONTRACTOR AS NECESSARY TO KEEP CLEAN.

TRENCH TYPE A NOTES:

4. REPLACE MATERIALS IN 6" LIFTS, USING AN APPROVED COMPACTOR ON EACH LIFT. RUBBER TIRE ROLLING OR A BACKHOE BUCKET WILL NOT BE SUITABLE. SOME APPLICATIONS WILL REQUIRE CONTROLLED DENSITY FILL.

- THICK MINIMUM LIFTS.

FLEXIBLE PAVEMENT PATCH SECTION

1. ASPHALT CONCRETE OR CONCRETE SHALL BE CUT WITH AN ASPHALT OR CONCRETE CUTTING SAW.

2. NO MATERIAL SHALL BE PLACED ON THE DRIVING SURFACE DURING EXCAVATION OR DURING THE BACKFILL PROCESS. USE EITHER THE BACKSIDE OF THE DITCH OR DIRECT FILL INTO OR FROM A DUMP TRUCK. ANY MUD OR DEBRIS TRACKED OR DROPPED ONTO THE ROADWAY SURFACE SHALL BE BROOMED OR WASHED OFF DAILY.

3. REMOVE ALL ASPHALT FROM JOB SITE, NONE SHALL BE ALLOWED AS BACKFILL. ALL ASPHALT PRODUCTS SHALL BE DISPOSED OF USING REGULATED REQUIREMENTS.

5. NO UTILITY CUTS SHALL BE LEFT OPEN OVERNIGHT WITHOUT BARRICADES AND OPERATIONAL LIGHTS ATTACHED. NO OPEN DITCHES ALLOWED OVERNIGHT IN THE TRAVELED WAY. ANCHORED STEEL PLATES WILL BE AUTHORIZED FOR PERIODS OF LESS THAN 24 HOURS.

6. MAINTENANCE BETWEEN COMPLETION OF BACKFILL AND SURFACING SHALL BE MONITORED AND REPAIRED AS NEEDED TO KEEP THE TRAVELED WAY IN AS SAFE OF CONDITION AS POSSIBLE. ANY COST ASSOCIATED WITH THIS ITEM SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

7. ALL LOOSE MATERIAL SHALL BE BROOMED OR WASHED OFF THE ROADWAY SURFACE PRIOR TO PATCHING. ALL OVERSIZED MATERIAL (OVER 3") THAT WAS EXPOSED DURING EXCAVATION, SHALL BE REMOVED FROM THE JOB SITE UPON COMPLETION.

8. PAVING PREP SHALL INCLUDE: CRUSHED ROCK FLOOR SHALL BE UNIFORM IN DEPTH TO ENSURE EVEN COMPACTION OF ASPHALT BEING PLACED. ASPHALT EDGES SHALL BE SAW CUT BACK FROM THE ORIGINAL "WORKING" CUT, (6" MINIMUM, EACH SIDE), CLEANED AND AN APPROVED TACK COAT APPLIED, PRIOR TO PLACING THE NEW ASPHALT CONCRETE PAVEMENT. ALL SECTIONS 3" THICK OR LESS MAY BE COMPACTED IN ONE LIFT. SECTIONS OVER 3" THICK SHALL BE COMPACTED IN 2"

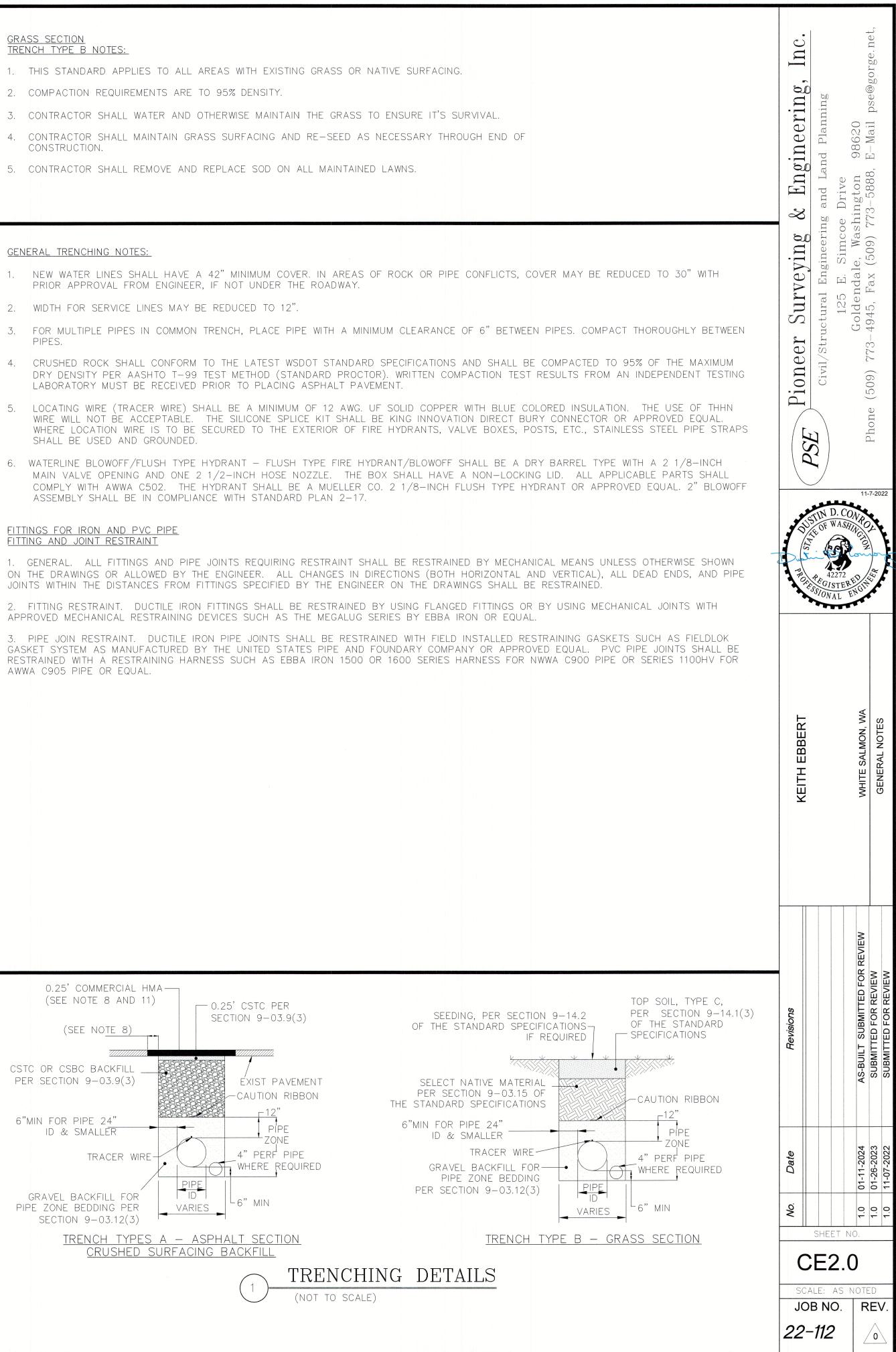
9. ALL ASPHALT PATCHES AND JOINTS SHALL BE FOG SEALED WITH AN APPROVED ASPHALT EMULSION AFTER PATCH HAS BEEN COMPLETED.

10. ALL GRANULAR MATERIAL TO BE COMPACTED TO 95% MAX. DENSITY. ALL AC TO BE COMPACTED TO REQUIREMENTS OF STANDARD SPECIFICATIONS.

11. FINAL PAVING SHALL ONLY BE ALLOWED IF THE TEMPERATURE AND WETNESS RESTRICTIONS DEFINED IN SECTION 5-04.3(16) OF THE WSDOT STANDARD SPECIFICATIONS MAY BE MET.

- CONSTRUCTION.

- PIPES.
- SHALL BE USED AND GROUNDED.

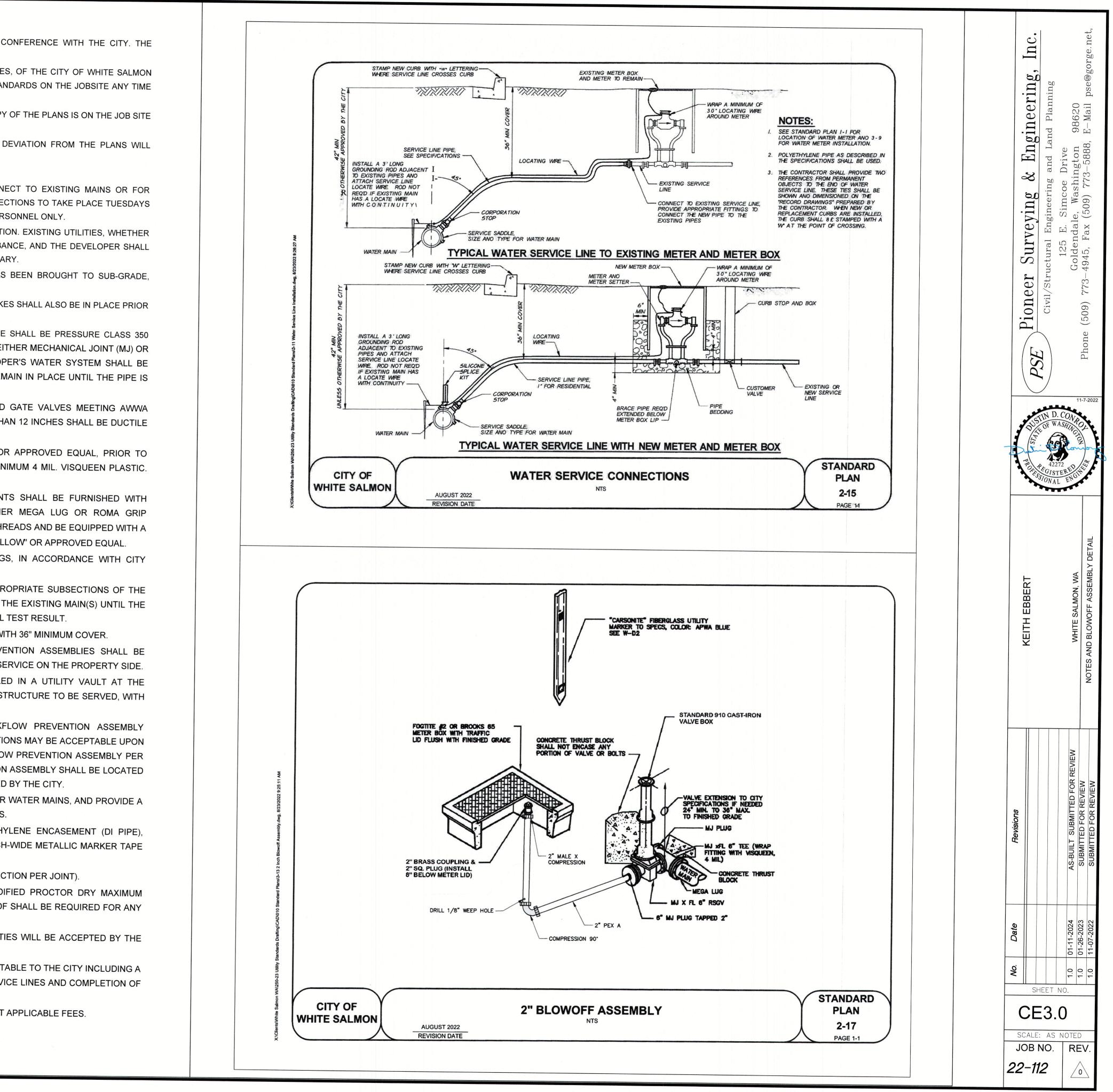


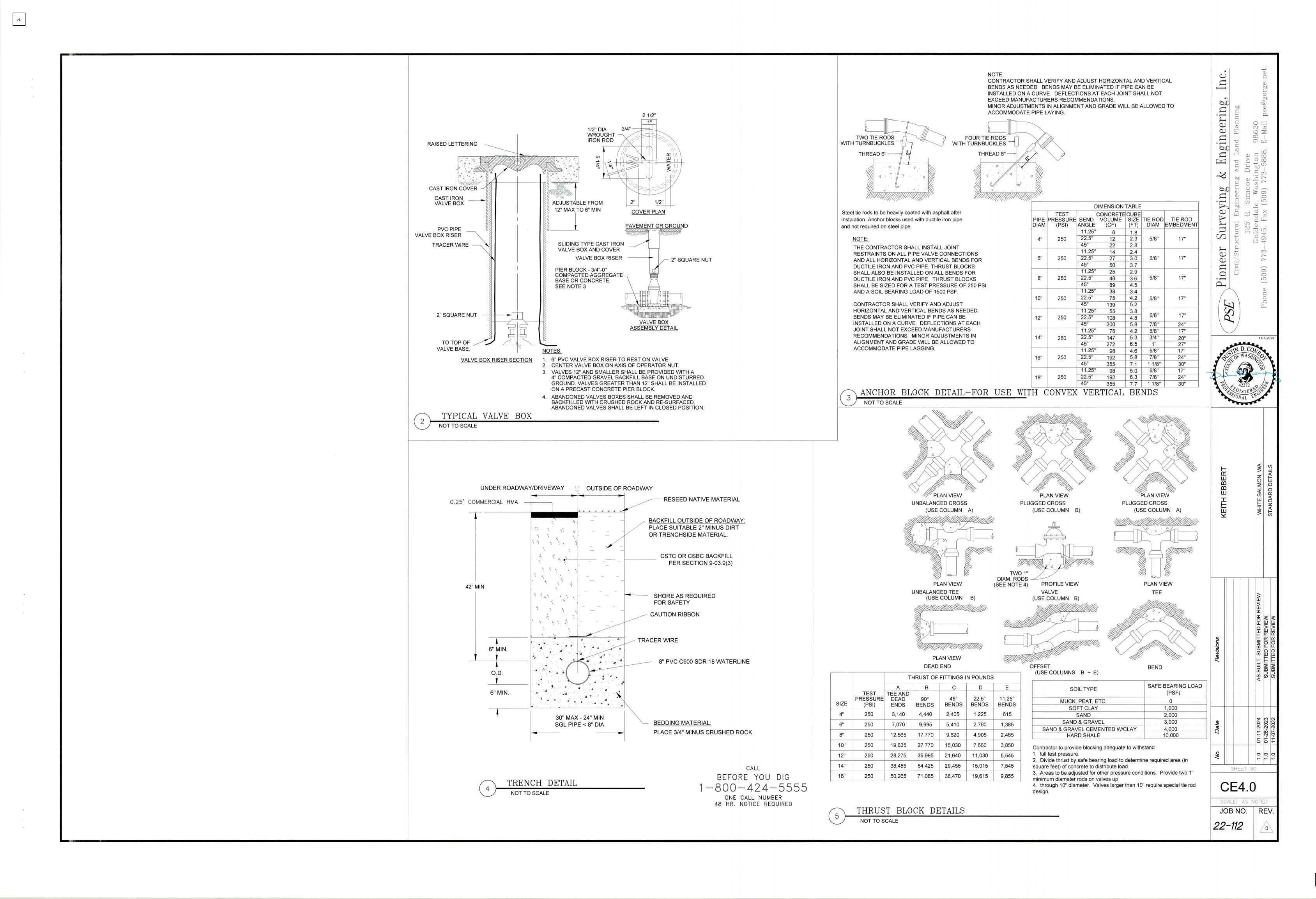
CALL BEFORE YOU DIG 1-800-424-5555 ONE CALL NUMBER 48 HR. NOTICE REQUIRED

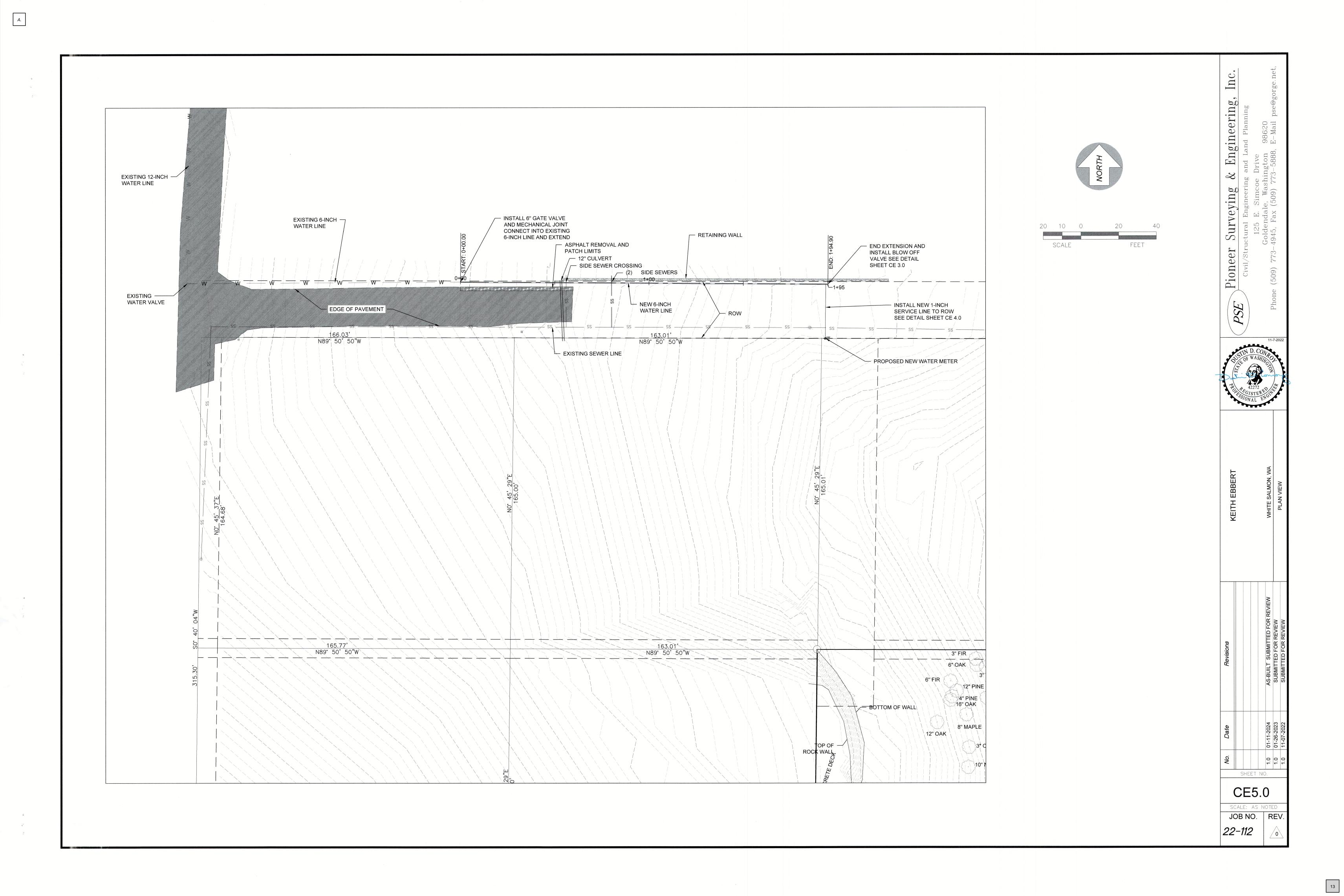
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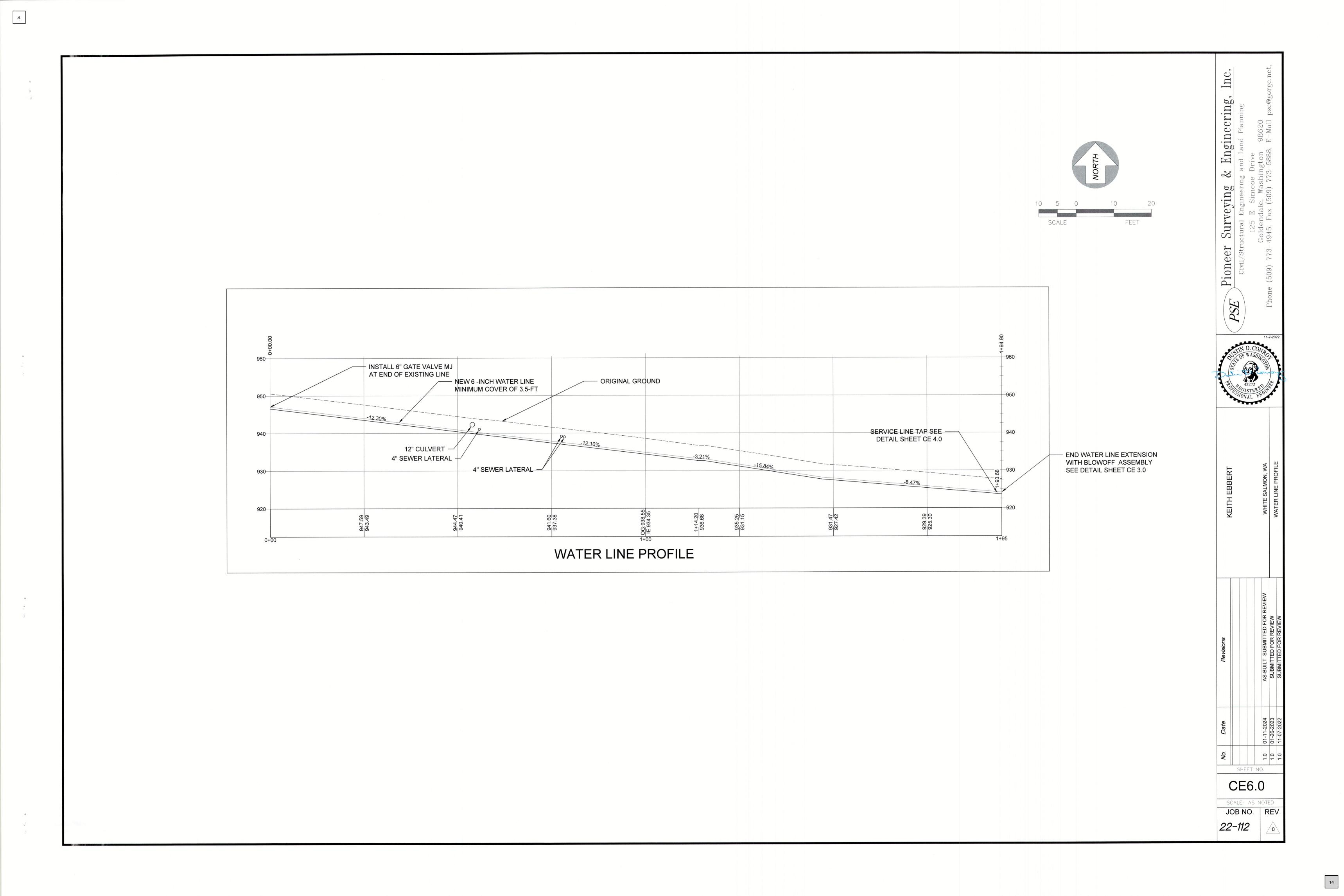
WATER SYSTEM INSTALLATION NOTES

- 1. PRIOR TO ANY CONSTRUCTION ACTIVITY, THE DEVELOPER SHALL ARRANGE AND ATTEND A PRE- CONSTRUCTION CONFERENCE WITH THE CITY. THE DEVELOPER, CONTRACTOR AND PROPOSED ON-SITE SUPERVISORS SHALL ATTEND.
- 2. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST REVISION, INCLUDING ADDENDA AND UPDATES, OF THE CITY OF WHITE SALMON CONSTRUCTION STANDARD SPECIFICATIONS AND DETAILS. CONTRACTOR SHALL HAVE THE CITY OF WHITE SALMON STANDARDS ON THE JOBSITE ANY TIME CONSTRUCTION IS IN PROGRESS.
- 3. NO CITY INSPECTIONS WILL TAKE PLACE AND THE JOB WILL BE SHUT DOWN UNLESS AN APPROVED AND CITY SIGNED COPY OF THE PLANS IS ON THE JOB SITE AT ALL TIMES CONSTRUCTION IS IN PROGRESS.
- 4. ALL WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. ANY DEVIATION FROM THE PLANS WILL REQUIRE APPROVAL FROM THE OWNER, ENGINEER, CITY AND APPROPRIATE PUBLIC AGENCIES.
- NOTIFY THE CITY 72 HOURS (3 WORKING DAYS) PRIOR TO BEGINNING CONSTRUCTION AND FOR ANY RESTARTS OF WORK.
 THE CITY SHALL BE NOTIFIED THREE WORKING DAYS PRIOR TO THE TIME THE DEVELOPER WOULD LIKE TO CONNECT TO EXISTING MAINS OR FOR INSTALLATION OF TAPPING TEES. THE CONNECTION SHALL BE DONE IN ACCORDANCE WITH CITY REQUIREMENTS. CONNECTIONS TO TAKE PLACE TUESDAYS
- THROUGH THURSDAYS ONLY. DEVELOPER SHALL NOT OPERATE ANY CITY VALVES; THESE WILL BE OPERATED BY CITY PERSONNEL ONLY. 7. FOR AID IN UTILITY LOCATION, CALL 811 A MINIMUM OF 48 HOURS (2 WORKING DAYS) PRIOR TO BEGINNING CONSTRUCTION. EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE LOCATED PRIOR TO CONSTRUCTION, SO AS TO AVOID DAMAGE OR DISTURBANCE, AND THE DEVELOPER SHALL ASSUME ALL RESPONSIBILITY AND COSTS ASSOCIATED THEREWITH TO PROTECT, MAINTAIN AND REPAIR, WHERE NECESSARY.
- 8. WATER LINE CONSTRUCTION WITHIN THE PROPOSED DEVELOPMENT SHALL NOT COMMENCE UNTIL THE STREET HAS BEEN BROUGHT TO SUB-GRADE, MEETING CITY APPROVAL.
- 9. WATER MAIN SHALL BE FIELD STAKED PRIOR TO CONSTRUCTION, WITH 25-FOOT STAKES ON CURVES. LOT CORNERS STAKES SHALL ALSO BE IN PLACE PRIOR TO CONSTRUCTION.
- 10. PIPE SHALL BE C-900 PVC CONFORMING TO AWWA STANDARDS. WHERE SYSTEM PRESSURES EXCEED 150 PSI PIPE SHALL BE PRESSURE CLASS 350 DUCTILE IRON PIPE MEETING AWWA STANDARDS. ALL FITTINGS SHALL BE AWWA, CEMENT LINED, DUCTILE IRON, AND EITHER MECHANICAL JOINT (MJ) OR FLANGED (FL), AS INDICATED HEREIN. ALL PIPE TO BE PURCHASED AND INSTALLED AS A PART OF THE DEVELOPER'S WATER SYSTEM SHALL BE DELIVERED TO THE JOB SITE WITH WATER TIGHT WRAPPING OR PIPE PLUGS. PLUGS AND/OR WRAPPING SHALL REMAIN IN PLACE UNTIL THE PIPE IS INSTALLED IN THE TRENCH.
- 11. UNLESS OTHERWISE SPECIFIED, VALVES 12 INCH AND SMALLER SHALL BE DUCTILE IRON, RESILIENT SEATED GATE VALVES MEETING AWWA STANDARDS. ACCEPTABLE VALVES ARE KENNEDY, M&H, MUELLER, CLOW OR APPROVED EQUAL. VALVES LARGER THAN 12 INCHES SHALL BE DUCTILE IRON BUTTERFLY VALVES. ACCEPTABLE VALVES ARE PRATT GROUNDHOG, DRESSER 450 OR APPROVED EQUAL.
- 12. ALL BOLTS ON WATER WORKS FITTINGS SHALL BE COATED WITH ARMITE ANTI-SEIZE COMPOUND NO.609, OR APPROVED EQUAL, PRIOR TO INSTALLATION. ALL WATER WORKS FITTINGS AND BOLTED ASSEMBLIES SHALL BE COMPLETELY COVERED WITH MINIMUM 4 MIL. VISQUEEN PLASTIC. THE ENDS OF THE PLASTIC SHALL BE TAPED TO SECURE THEM TO THE PIPE.
- 13. HYDRANTS SHALL BE KENNEDY K81, M&H 929 OR APPROVED EQUAL MEETING AWWA STANDARDS. HYDRANTS SHALL BE FURNISHED WITH THREADED OUTLETS MEETING FIRE DEPARTMENT/DISTRICT STANDARDS. BOTH THRUST BLOCKING AND EITHER MEGA LUG OR ROMA GRIP RESTRAINTS ARE REQUIRED ON EACH HYDRANT INSTALLATION. HYDRANT PUMPER PORTS SHALL HAVE 4 1/2" NST THREADS AND BE EQUIPPED WITH A 5-INCH STORZ ADAPTER. ALL HYDRANTS SHALL BE PAINTED WITH TWO COATS OF PRESERVATIVE PAINTS "SAFETY YELLOW" OR APPROVED EQUAL.
- 14. PROVIDE THRUST BLOCKING AND/OR RESTRAINED JOINTS AT ALL FITTINGS, BENDS AND UP-THRUST FITTINGS, IN ACCORDANCE WITH CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- 15. ALL NEW CONNECTIONS TO THE EXISTING WATER SYSTEM SHALL BE IN STRICT CONFORMANCE WITH THE APPROPRIATE SUBSECTIONS OF THE SPECIFICATIONS OF THE CITY. NO MORE THAN ONE CONNECTION SHALL BE MADE BETWEEN THE NEW MAIN(S) AND THE EXISTING MAIN(S) UNTIL THE NEW PIPING HAS BEEN FLUSHED, DISINFECTED, PRESSURE TESTED AND RECEIVED SATISFACTORY BACTERIOLOGICAL TEST RESULT.
- 16. INDIVIDUAL WATER SERVICES TO THE PROPERTY LINE SHALL BE 1" DIAMETER MINIMUM SIZE AND BE INSTALLED WITH 36" MINIMUM COVER.
- 17. RESIDENTIAL FIRE SPRINKLER SYSTEMS SHALL HAVE A MINIMUM 1-INCH METER/SERVICE. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED ON ALL RESIDENTIAL FIRE SPRINKLER SYSTEMS AND LOCATED IMMEDIATELY BEHIND THE WATER METER/SERVICE ON THE PROPERTY SIDE.
- 18. FIRE LINE SERVICES SHALL HAVE A DOUBLE CHECK DETECTOR BACKFLOW PREVENTION ASSEMBLY INSTALLED IN A UTILITY VAULT AT THE ROW/PROPERTY LINE WITH A 6-INCH PVC GRAVITY DRAIN TO STORM. FIRE LINE SERVICE SHALL TERMINATE, IN THE STRUCTURE TO BE SERVED, WITH THE CITY'S RISER DETAIL.
- 19. ALL COMMERCIAL, MULTI-FAMILY, INDUSTRIAL AND IRRIGATION SERVICES SHALL INCLUDE A DOH APPROVED BACKFLOW PREVENTION ASSEMBLY LOCATED IMMEDIATELY BEHIND AND ON THE PROPERTY SIDE OF THE WATER METER/SERVICE. ALTERNATE LOCATIONS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY. STRUCTURES REQUIRING FIRE SPRINKLER SYSTEMS SHALL HAVE AT LEAST ONE BACKFLOW PREVENTION ASSEMBLY PER EACH STRUCTURE, PROTECTING THE POTABLE WATER SYSTEM FROM THE FIRE SYSTEM. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE LOCATED IN A FLOOD PROOF VAULT OR SERVICE BOX, DEPENDING ON SIZE, OUTSIDE THE STRUCTURE IN A LOCATION APPROVED BY THE CITY.
- 20. WHERE ROAD GRADES ARE ESTABLISHED, PROVIDE A MINIMUM OF 48 INCHES OF COVER OVER 12 INCH OR LARGER WATER MAINS, AND PROVIDE A MINIMUM OF 42 INCHES OF COVER OVER 8-INCH MAINS; OR ADDITIONAL DEPTH AS REQUIRED TO MISS OTHER UTILITIES.
- 21. WATER MAINS CONSTRUCTED WITHIN EASEMENTS OR PRIVATE ROADS SHALL BE INSTALLED WITH POLYETHYLENE ENCASEMENT (DI PIPE), RESTRAINED JOINTS AND WITH A 5'-0" MINIMUM COVER. DURING BACKFILL OPERATIONS, FURNISH AND INSTALL 3-INCH-WIDE METALLIC MARKER TAPE OVER THE WATER MAIN WITH 3 FEET OF COVER.
- 22. MINIMUM RADIUS FOR 12 INCH AND SMALLER PIPELINES CONSTRUCTED ON CURVES IS 258 FEET (4 DEGREES DEFLECTION PER JOINT).
- 23. COMPACTION: ALL TRENCH BACKFILLS, AND ROADWAY EMBANKMENT SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR DRY MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D1557, EXCEPT THE TOP 6 INCHES IN PAVED AREAS, WHICH SHALL BE 100%. CDF SHALL BE REQUIRED FOR ANY ROADWAY CROSSINGS.
- 24. CONSTRUCTION INSPECTION WILL BE DONE BY THE CITY AND/OR THEIR DESIGNATED ENGINEER. NO NEW FACILITIES WILL BE ACCEPTED BY THE CITY IF PROPER INSPECTIONS HAVE NOT BEEN COMPLETED.
- 25. THE WATER MAIN CONSTRUCTION PHASE WILL NOT BE CONSIDERED COMPLETE UNTIL THE INSTALLATION IS ACCEPTABLE TO THE CITY INCLUDING A SATISFACTORY HYDROSTATIC PRESSURE TEST, A SATISFACTORY DISINFECTION TEST, SATISFACTORY FLOW OF SERVICE LINES AND COMPLETION OF ALL ITEMS ON THE INSPECTOR'S PUNCH LIST.
- 26. WATER SERVICE IS AVAILABLE ONLY AFTER TRANSFER OF OWNERSHIP TO THE CITY AND PAYMENT OF ALL CURRENT APPLICABLE FEES.











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Civil Engineering and Land Planning

January 11, 2024

Andrew Dirks City of White Salmon Public Works Director

RE: Ebbert Waterline Project

Mr. Dirks,

The waterline installation for the Ebbert Waterline Project has been completed. Attached are the as-built plans and the water test results from the disinfection test completed December 7,2023. A leakage test was performed on December 6, 2023. The waterline was pressure test at 180 PSI for 1 hour in conformance with White Salmon Construction Standards. The pressure did not change during the test and therefore met the requirements.

The project has been completed with the exception to the asphalt patch of the trench. It is my recommendation that the City accept the project as complete meeting the requirements of the construction standards.

Please feel free to contact me with any comments or questions.

Sincerely,

>. Comor

Dustin Conroy, PE/PLS

A. COLIFORI	Klickitat County Health D 501 NE Washington PO Box 159 White Salmon, WA 9 Phone - (509) 493- Fax - (509) 493-40 M BACTERIA A	Street 18672 5-1223		
Date Sample Collected	Time Sample	County		
12 17 123 Month Day Year	Collected	Klickitat		
Type of Water System (check only one	box)	productioned and a		
Group A Gro	up B 🗌 Priv	ate		
Group A and Group B Systems – Provi	de from Water Facilities	Inventory (WFI):		
System Name: City of	- WS			
Contact Person: Andrew D	Dirks			
Day Phone: (54/) 399-267	4 Cell Phone: ()		
Email: Andrewdeci, while		(\$)		
Send results to: (Print full name, address and	i zip code or e-mail)			
SAMPI	E INFORMATION			
Sample collected by (name)				
Comple concours by (mano).	s Daml	rent		
Specific location and property address where sample collected:	Special instruction	ons or comments:		
	Ebber	Ebbert line		
Type of Sample (check only one box)	epro	ISTORI US		
1. Routine Distribution Sample	2. Repeat Samp	le (after unsat. routine)		
Chlorinated: Yes No				
Chlorine Residual: Total Free	Unsatisfactory	Unsatisfactory routine lab number:		
3. Source Ground Water Rule Sample		- <u> </u>		
S	Unsatisfactory	Unsatisfactory routine collect date:		
-6×403-5-1		/		
Triggered	Chlorinated: Y	esNo		
Assessment	Chlorine Resid	dual: Total Free		
4. Enumeration Source Water Sample				
E. coli Fecal- Surface, GWI, Sprir	ngs: Filtered Yes No	S		
5. Sample Collected for Information Only	Nous Col	FreeC62.75		
1	WATER RESULT	STATE		
Unsatisfactory Total Coliform Pres		Satisfactory		
	E.coli absent			
Replacement Sample Required:	1			
Sample too old (>30 hours)	TNTC			
Bacterial Density Results: Total Coliforn	n/100m	I. E.coli/100ml.		
Fecal Coliform/100r	ml. HPC	/1 ml.		
Lab ID Number 11901		Date and Time Received: 18		
Method Code: SM-9223B		12-723920Am		
MONO COUL ON CALOD		1217 2:34M		
Date Analyzed: 12(8/2	3 NE	Date Reported:		
DOH Lab-Sample#	509	Lab Use Only: 16		
JOH Form #331-319 (effective 04/16) - If you need this publication	n in an alternative format, call 800.52	5.0127 (TDD/TTY call 711).		

his and other publications are available at www.doh.wa.dov/drinkingwater.



Klickitat County 115 West Court St. Goldendale, WA 98620

City of White Salmon PO Box 2139 WHITE SALMON, WA 98672

Account No: 2021-010000 Invoice No: INV00005-1223

EH-WT-001		N	later Testing
Fee Description	Amount	Paid	Due
Bacteria Sample (Invoiced) 11/15/2023 11:41	\$35.00	\$0.00	\$35.00
Bacteria Sample (Invoiced) 12/07/2023 10:04	\$35.00	\$0.00	\$35.00
Bacteria Sample (Invoiced) 12/06/2023 11:45	\$140.00	\$0.00	\$140.00
Total:	\$210.00	\$0.00	\$210.00
Grand Total:	\$210.00	\$0.00	\$210.00



CITY OF WHITE SALMON

CONSTRUCTION EXTENTION TO CITY SYSTEM

APPLICATION AND AGREEMENT TO CONSTRUCT EXTENSION TO CITY SYSTEM

WATER SEWER

Project Name: <u>Ebbert Water line prodect</u> NO: ____

Address: <u>Cherry St. (360 NW)</u>

The undersigned (the "Developer") applies to the Council of the City of White Salmon (the "City"), for permission to construct and connect a private extension(s), as indicated above, to the City's existing system as herein provided and agrees to the terms and conditions of this Developer **Extension Agreement as follows:**

1. **Location of Extension**

A. Water

> The proposed water system extension (the "extension") will be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as "additional owners." Legal description of the property is noted in Exhibit "A" (Provided by Developer):

B. Sewer

The proposed sewer system extension (the "extension") will be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as "additional owners." Legal description of the property is noted in Exhibit "A" (provided by Developer):

2. Warranty of Authority

Α.

The Developer and any additional owners warrant that they are the owners of all the property described in this Agreement. Developer shall provide a title report to the City establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. Description of Extension

A. Water

The proposed extension will consist of approximately 195 lineal feet of water main and appurtenance and shall be installed in accordance with this Agreement and in accordance with the Plans prepared in conformity with the City's Construction Standard Specifications and Standard Plans and approved by the City.

B. Sewer

The proposed extension will consist of approximately $\underline{N/A}$ lineal feet of sewer main and appurtenance and shall be installed in accordance with this Agreement and in accordance with the Plans prepared in conformity with the City's Construction Standard Specifications and Standard Plans and approved by the City.

4. Fees to be Paid by the Developer

A. The Developer agrees to pay a fee in the amount of **31**,10 ("the Deposit") prior to acceptance of this Agreement by the City Council (the "Council") as an initial deposit for payment of City expenses including, but not limited to, engineering, inspection, legal, permit and administration costs.

Should said expenses exceed the Deposit paid by the Developer, the Developer shall pay the remaining balance in full to the City upon demand and prior to project approval. If after the project is completed and accepted, the City determines that the expenses were less than the Deposit, the balance, in excess of \$100.00, will be refunded to the Developer.

B. The foregoing fee is not intended to preclude the City's recovery against the Developer for any unusual costs incurred by the City on account of property surveys, changes in design, necessary construction engineer comment preparation, project coordination, errors or omissions by the Developer, its contractor or agents, unusual negotiations, legal expenses incurred beyond the expense of normal review or documents, and/or any other project related costs. The City will bill the Developer for any such unusual costs and the same shall be paid promptly by the Developer. The City may stop work and/or withhold approval until payment is received.

5. **Preparation of Plans**

А.

The Developer shall retain its own engineer to prepare the Plans for the extension according to the City's Standard Specifications and Details and the following requirements apply:

- A. Developer must obtain City approval of the Developer's Engineer in accordance with Paragraph WS-11 of this agreement;
- B. After the Council accepts the Pre-application and Developer Extension Agreement and the City receives the required deposit, the Developer's Engineer shall arrange for a pre-design meeting and bring to that meeting:
 - 1) A complete set of base maps.
 - 2) A grading and clearing plan.
 - 3) A storm sewer plan.
 - 4) Sanitary sewer plans, if applicable.
 - 5) City/County fire flow requirements in the form of a letter from the appropriate Fire Official for multi-family and commercial projects (all projects other than single family).
 - 6) A contour map of the project with contour intervals of five (5) feet or lees and using a scale of one (1) inch equals fifty (50) feet. All data shall be based on North American Vertical Datum of 1988 (NAVD 88).
 - 7) At the pre-design meeting, a set of City drawing standards will be given to the Developer's Engineer at their request.
- C. The Developer shall arrange for the conference and the attendance of concerned parties.
- D. At the pre-design meeting, the Developer's Engineer shall submit to the City a conceptual plan for the utility development of the project.
- E. Upon preliminary review of the conceptual plan, the Developer's Engineer shall prepare and submit to the City a preliminary design and Plan for review and approval by the City. The City shall have the right to require changes in the preliminary design and Plan as may be deemed necessary. All Developer's Engineer shall be prepare all Designs and Plans in accordance with the City's Standard Specifications and Plans.
- F. Upon the City's approval of the preliminary design and Plan, the Developer's Engineer shall prepare a proposed final Plan and submit two copies of the proposed final Plan to the City for its review. Upon receipt of the proposed final Plan, the City may require changes to the proposed final Plan.
- G. Upon completion of all required changes to the final Plan, if any are required, the Council shall consider the final Plan for approval at a regularly scheduled Council meeting. The Council may approve, reject, or require changes to the final Plan.

- H. Prior to approval of the final Plan, the Developer shall submit a copy of the preliminary plat as prepared for submittal to the applicable jurisdiction.
- The City's approval of the final Plan is limited to a one (1) year period (see Section 8, below), and that limitation shall be an endorsement on the Developer's original drawing.
- J. Upon the City's approval of the Developer's original Plan drawings, the Developer's Engineer shall submit to the City two (2) copies of the approved Plan so that the Developer (or City, when required) can apply for permits and approvals for the Plan. The Developer's Engineer shall notify the City of any permits required. Should changes to the Plan be required in order to receive said permits and approvals, the Developer's Engineer shall make all changes as required, subject to the approval of the City.

6. Warranties of Developer – Water and Sewer

The bill of sale provided by the Developer to the City shall be on a City approved form and shall contain the following warranties with the City as beneficiary:

- A. That Developer is the owner of the extension and all personal property and fixtures relating thereto, the same is free and clear of all encumbrances and the Developer has legal authority to transfer title to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and
- B. That all bills and taxes relating to the construction and installation of the water/sewer main and appurtenances have been paid in full and that there are no liens, lawsuits or claims pending or threatened involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned shall defend the lawsuit at Developer's own expense with legal counsel approved by the City, and shall accept responsibility for all costs of litigation, including costs on appeal, and shall pay and hold the City harmless on any judgement rendered against the City; and
- C. That all laws, ordinances and regulations respecting construction of this project have been complied with; the system extension is in proper working condition, order and repair; is adequate and fit for the intended purpose of use as a public (water) (sewer) system and as an integral part of the (water) (sewer) system of the City; and that it has been constructed in a workmanlike manner in accordance with the conditions and standards of the City; and

D. That for a period of two (2) years from the date of final acceptance of the extension by the City, Developer warrants that the extension and all parts thereof shall remain in proper working condition, order and repair; and that Developer shall repair or replace, at its sole expense, any work or material which may prove to be defective during the period of the warranty.

In addition, the Developer shall obtain warranties and guaranties from its subcontractor(s) and/or supplier(s) where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two (2) additional years after acceptance of the corrected work by the City.

7. Final Acceptance – Conditions Precedent.

Α.

Compliance with all terms and conditions of this Agreement, the Standard Specifications and Plans prepared hereunder and other City requirements shall be a condition precedent to the City's obligation to allow connection to the City's system, to accept the bill of sale to the extension(s) and to provide service to the real property that is described in this Agreement.

The City shall not be required to allow any connection to the City's system or the portion of the real property described in this Agreement, if there are any unpaid fees or costs which are payable to the City under this Agreement or other unpaid fees arising under other City requirements, or if the easements fail to fully include the Developer's constructed alignment of the water and/or sewer system or are not properly executed by the Developer and the City for recording.

The City shall not be obligated to provide service to the property described in this Agreement, if third parties have failed to complete construction of facilities to be deeded to the City or the City has not accepted title thereto if such third-party facilities are necessary to provide service to the property described in this Agreement.

The City will accept title to the extension(s) when the Developer has completed all work which may, in any way, affect the lines constituting the extension(s), repaired any damage to said extension(s) which may exist, and the City has made final inspection and given its approval that the extension(s) has(have) been completed in accordance with this Agreement, the Standard Specifications and Plans and other requirements of the City, and the Developer has paid all fees, including, without limitation, General Facility Charges, Connection Charges and Impact Fees applicable to the Project.

The City shall not be obligated to allow service connections to its system until all related fees have been paid.

8. Limitation of Period of Acceptance

Α.

The extension(s) shall be completed and accepted within twelve (12) months from the date of Council's acceptance of the Plans. If the extension is not completed and accepted within the twelve (12) month period, then this Agreement and all of the Developer's rights herein shall terminate and cease. Under special circumstances, with a formal written request, an extension of the time for completion of the Agreement may be allowed at the sole discretion of the City. The burden of establishing a special circumstance shall be on the Developer and must have been reasonably unanticipated at the time of plan approval. In the event the Agreement terminates, the Developer shall be required to make a new pre-application and new application for extension agreement to the City. Any such new agreement, including any extension, entered into between the City and the Developer pursuant to a new application shall be subject to any new or amended resolutions, policies, ordinances, or standards and specifications which have taken effect since the execution of the terminated agreement. City shall further have the sole discretion to allow any personal property in place at the time of termination to be abandoned in place, or to require removal of those facilities at Developer's sole expense.

9. Maintenance Bond

Acceptance by the City shall not relieve the Developer of the obligation to correct defects in material or workmanship as herein provided and/or the obligations set forth in applicable paragraphs hereof. Prior to acceptance of the extension(s) by the City and the transfer of title to such extension(s) as set forth herein, the Developer shall, if required by the City, furnish to the City a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of said extension(s) for a period of two (2) years. The bond shall be in a form provided by the City and shall require the Developer and/or the bonding company to correct the defects in materials and workmanship, which may arise in, said system(s) and transfer of title. The maintenance bond shall be in an amount equal to ten (10) percent of the cost of said extension(s), but not less than two thousand dollars (\$2000.00).

10. Procedure for Acceptance

Acceptance of title to the extension(s) shall be made by motion of the Council. Prior to such acceptance, an executed bill of sale in the form approved by the City and containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the City.

11. Effect of Acceptance

The City's acceptance shall cause the extension(s) to be a public system subject to the control, use and operation of the City and all regulations, conditions of service, and service charges as the City determines to be reasonable and proper, and subject to the law of the State of Washington.

12. Performance Guarantee

Developer shall, if requested, furnish to the City prior to the preconstruction conference a performance guarantee of a type and in a form as determined by the City, in its sole discretion and in accordance with state law, in an amount equal to one hundred fifty (150) percent of the City approved Developer's Engineer estimated cost of the extension(s) or contractor bid price(s). The performance guarantee shall require completion of all work in accordance with the Agreement, the Standard Specifications and Plans and other requirements of the City within a period of twelve (12) months from the date of acceptance of the Plans by the Council. The City in its sole discretion and in accordance with state law may also require a payment bond of a type and in a form as determined by the City requiring the payment by the Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold the City harmless from any claims therefrom. Any payment bond required by the City shall be provided to the City prior to the preconstruction conference as a condition of the District granting final acceptance of the work referenced herein. No third person or party shall have any rights under any performance guarantee the City may require from the Developer and such is provided entirely for the benefit of the City and the Developer and their successors in interest.

13. Correction of Defects Occurring Within Warranty Period

When defects in the extension(s) are discovered within the warranty period, Developer shall start work to remedy any such defects within 7 calendar days' notice by the City and shall complete such work within a reasonable time. In emergencies, where damage may result from delay and where loss of service may result, the City may perform needed corrections upon discovery, in which case the Developer shall promptly reimburse the City for its fully loaded costs to correct the defect(s) and shall fully indemnify the City against any third-party claims resulting therefrom. In the event the Developer does not commence and/or accomplish corrections within the time specified, the City may accomplish the work at its option, and Developer shall promptly pay the City's fully loaded costs therefrom.

Developer shall be responsible for any City expenses incurred resulting from defects in the Developer's work, including actual damages, costs of materials and labor expended by the City in making repairs and the cost of engineering, inspection and supervision by the City.

14. Rates and Charges

The property and work described in this Agreement shall be subject to all rates and charges established by the City and all other governmental agencies.

15. Subcontracting

Developer is fully responsible for the acts and/or omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and/or omissions of persons directly employed by the Developer and Developer agrees to fully indemnify, defend and hold City harmless against all claims relating thereto.

16. No Assignment Without City Approval

Α.

The Developer may not assign, encumber or otherwise transfer any of its rights and responsibilities arising out of this Agreement unless the City grants it thereto prior to any proposed assignment. The Developer shall file any written documents required by the City fully executed as a condition of any City approved assignment at the time of any assignment.

17. General Provisions, Technical Details, Specifications

Refer to the "Part One, Two, and Three" for General Provisions, Water, Sewer Standard Specifications and Standard Details, which are attached hereto and made a part of this Agreement.

Page 8 of 12

18. Remedies Available to City

In the event the Developer fails to pay any of the extension fees and charges and fines referenced herein on demand or otherwise when due as determined by the City, the charge or fine shall then be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition to any other remedies available to the City, the City shall be entitled to file a lien against the Real Property referenced herein in the event of nonpayment and to foreclose such lien pursuant to RCW 57.08.081, or as such statutes may be revised, amended or superseded.

19. Notice

Α.

Any notice required by this Agreement to be given by the City to the Developer shall be given at the following address:

Name: _	Keith	a Joyce	Ebb	ent	_ Phone: _	971 589	300 1140 637 003	0
Address	P. 0.	Box	454	white	Salm	02,	Wask.	
							98672	

20. Complete Agreement.

This Agreement, including Parts One, Two and/or Three as appropriate and the plans approved by the City, constitutes the entire Agreement between the Developer and the City with respect to the rights and responsibilities of both parties in regard to Developer project referred to herein. For purposes of identification, this Agreement shall be assigned a number by the City, which number shall be endorsed on the first page of the Agreement. This Agreement and its attachments may be changed in writing only upon mutual agreement of the City Council and the Developer.

ACCEPTANCE OF THIS APPLICATION BY THE CITY CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS MANUAL, THE CITY'S MATERIALS, STANDARD SPECIFICATIONS AND DETAILS, AND THE EXTENSION DESIGN DRAWINGS APPROVED BY THE CITY COUNCIL.

DEVELOPER,	Ebbert	Residence	
acorporation, _	partnership, _	joint venture,	sole proprietorship,
individual.			

NOTE:

- 1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same.
- 2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity as such.
- 3. If the Developer is a joint venture, each joint venture shall sign. One may sign on behalf of the others pursuant to a power of attorney.

DATED this 10th day of November 2022. By <u>Keith M. Shfurg</u> (Owner) <u>Keith M. Ebberz</u> (print/type name)

lts _____

(print/type name)

A-11 Adopted September 5, 2018

INDIVIDUAL

STATE OF WASHINGTON

COUNTY OF KLICKITAT

А.

I certify that I know or have satisfactory evidence that Keith Ebbert

)

)

)ss.

signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dustin Conroy State of Washington Notary Public Commission No. 116251 My Commission Expires 02/08/2026 Dated 11-10-22

Notary Public in and for the State of Washington, residing at Goldendale My Appointment Expires 2-8-26

A-12 Adopted September 5, 2018 APPLICANT'S ACCEPTANCE OF THIS APPLICATION BY THE CITY CONSITUTES A CONTRACT BETWEEN THE PARTIES, SUBJECT ONLY TO CITY COUNCIL APPROVAL, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS MANUAL, THE CITY'S MATERIALS, STANDARD SPECIFICATIONS AND DETAILS, AND THE **EXTENSION DESIGN DRAWINGS APPROVED BY THE CITY COUNCIL.**

DEVELOPER, <u>Keith M. Ebbert</u> Juyce M. Ebber, [†] a corporation, partnership, joint venture, sole proprietorship, <u>L</u>individual.

NOTE:

Α.

- If the Developer is a corporation, this Agreement must be executed by its duly 1. authorized representative and the Developer hereby warrants same.
- 2. If Developer is a limited liability company, a manager or authorized member must sign on behalf of the limited liability company.
- 3. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her authority to sign on behalf of the partnership.
- 4. If the Developer is a joint venture, each joint venture shall sign. One venture may sign on behalf of others pursuant to a lawful power of attorney.

DATED this <u>23</u> day of January, 20<u>24</u>. By Keith M Debert Jayce M. Ebbert (Owner) <u>Keith M. Ebbert / Joyce M. Ebbert</u> (print/type name)

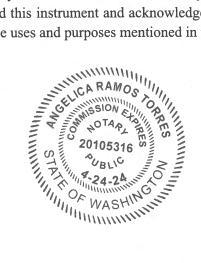
Its <u>owners</u>

(print/type name)

INDIVIDUAL

STATE OF WASHINGTON)
)ss
COUNTY OF KLICKITAT)

I certify that I know or have satisfactory evidence that <u>Keith and Joyce Ebbert</u> signed this instrument and acknowledged it to be his, her or their [indicate which] free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 01-23-2024

angelien Raw Juro

Notary Public in and for the State of Washington, residing at <u>Husum, wh 96623</u>. My Appointment Expires <u>04-24-2024</u>.

CORPORATE / PARTNERSHIP

))ss.

)

STATE OF WASHINGTON

COUNTY OF KLICKITAT

I certify that I know or have satisfactory evidence that ____

signed this instrument, on oath stated that he/she was duly authorized to execute the instrument and acknowledged it as the ______ of ______ to be the free and voluntary act of such corporation/limited liability company/partnership/joint venture

[indicate which] for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington,

residing at ______.

My Appointment Expires ______.

ASSIGNMENT OF FUNDS (In Lieu of a Water Main Extension Maintenance Bond)

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Joyce M. Ebbert as Principal, and 1st Security Bank

as Financial Institution, a company incorporated under the laws of the State of <u>Mashington</u> and authorized to conduct a business in the State of Washington, are held and firmly bound unto City of White Salmon, a Political Subdivision of the State of Washington, as *Obligee*, in the full and just sum of <u>4,200.00</u> dollars to the payment of which well and truly to be made we do bind ourselves, our heirs, executors, administrators, legal representatives and successors and assignees, jointly and severally, by these presents.

WHEREAS, the Principal is developing a certain tract of land in Klickitat County in Section

24 , Township 3 , Range 10 W.M., which development is known as <u>Bowman's Hillside</u> <u>Addition to the City of White Salmon</u>. The development in question necessitates the establishment of a maintenance bond, which is to remain in force for a duration of two (2) years. This bond is specifically designated for the purpose of correcting defects in material or workmanship of said construction to standards acceptable by the City of White Salmon. It is pertinent to note that these plans received official approval from the City of White Salmon on this 8 day of February 2024.

WHEREAS, said *Obligee* requires that a good and sufficient bond be furnished by said *Principal* guaranteeing the maintenance bond in equal to ten percent of the cost of the original Construction Cost Estimate prepared by <u>Dustin Conroy P.E.</u>, the <u>Engineer</u>, and approved by the *City of White Salmon* on the 2 day of March 2023.

WHEREAS, in lieu of a maintenance bond, at the direction of *Principal*, the undersigned Financial Institution, is holding funds in the amount of Four Thousand Two Hundred and 0/100 cents (\$ 4,200.00) in Account Number for the sole purpose of correcting defects in material or workmanship of said construction to standards acceptable to *Obligee*,

NOW THEREFORE, the condition of this obligation is such that the *Obligee* shall not relieve the *Principal* of the obligation to correct defects in material or workmanship of said construction to standards acceptable to the *Obligee*, for a period of two (2) years said funds will be made available to said *Obligee* for the sole and specific purpose of correcting defects in material or workmanship of the construction. Failure of the undersigned Financial Institution to hold the amount specified above until released, in writing, by the *Obligee*, will bind the undersigned *Financial Institution* for the amount specified above,

IN THE EVENT that any actions or proceedings are initiated with respect to this bond, the parties agree that the venue thereof shall be the City of White Salmon, State of Washington. Should any proceedings be necessary to enforce this bond, such sum as the Court may determine to be reasonable shall be awarded to *Obligee* as attorney's fees, interest at the rate of twelve (12%) percent per annum, and other sums found due.

Signed and dated at White Salmon Washington, this 9th day of Feb. , 20 24

PRINCIPAL

171-300-114

SURETY

city

omist Address WA 98672

Zip

31

493-2500

State

Assignment of Funds in Lieu of Performance Bond Rev 03 02 202 Page 1 of 2

Telephone Number

All correspondence regarding this Assignment of Funds should be sent to: City of White Salmon PO Box 2139 / 100 N Main Ave White Salmon, WA 98672

WATER MAIN EXTENSION ASSIGNMENT OF FUNDS (cont'd)

ACCOUNT NO. 5152713950

STATE OF WASHINGTON

County of Klickitat

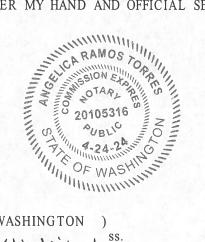
I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this <u>Ath</u> day of <u>Feb</u>, <u>2024</u>, personally appeared <u>Souce M Ebbert</u>

) SS.

)

to me known to be the individual described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS <u>QTD</u> day of <u>Feb.</u> <u>2024</u>



Notary Public in and for the State of Washington, residing 98623 WA Husum, in My commission expires on 04-24-2024

33

STATE OF WASHINGTON) County of <u>Klickitat</u>^{ss.}

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this <u>9th</u> day of <u>Feb</u> , 20 <u>24</u> , personally appeared <u>Diana Griffith</u>
to me known to be the Officer of the Financial Institution described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and
purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS OTH day of Feb 2024
Assignment of Funds in Uigu of Performance Bond Rev 03/02/2028age 3 of 2

)

ASSIGNMENT OF FUNDS (In Lieu of a Water Main Extension Construction Bond)

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Joyce M. Ebbert as Principal, and 1st Security Bank as Financial Institution, a company incorporated under the laws of the State of <u>Washington</u> and authorized to conduct a business in the State of Washington, are held and firmly bound unto City of White Salmon, a Political Subdivision of the State of Washington, as *Obligee*, in the full and just sum of \$11,775.00 dollars to the payment of which well and truly to be made we do bind ourselves, our heirs, executors, administrators, legal representatives and successors and assignees, jointly and severally, by these presents.

WHEREAS, the *Principal* is developing a certain tract of land in <u>Klickitat</u> County in Section <u>24</u>, Township <u>3</u>, Range <u>10</u> W.M., which development is known as <u>Bowman's Hillside</u> <u>Addition to the City of White Salmon</u>, which development requires the restoring the pavement disturbed by the construction of main water line as shown in detail on the water line extension plans approved by the *City of White Salmon* on <u>February 9, 2023</u> and

WHEREAS, said *Obligee* requires that a good and sufficient bond be furnished by said *Principal* guaranteeing the satisfactory completion of said restoration as outlined in the Construction Cost Estimate prepared by Jose L. Carabantes Dias, with <u>Confident Roots Construction LLC</u>, and approved by the *City of White* Salmon on this 8 day of February, 2024.

WHEREAS, in lieu of a construction bond, at the direction of *Principal*, the undersigned Financial Institution, is holding funds in the amount of <u>Eleven thousand seven hundred seventy-five and 00/100 (\$11,775.00)</u> in Account Number for the sole purpose of completing the proposed construction to standards acceptable to *Obligee*,

NOW THEREFORE, the condition of this obligation is such that in the event said *Principal* fails to complete said construction to standards acceptable to the *Obligee*, said funds will be made available to said *Obligee* for the sole and specific purpose of completing the above described construction. Failure of the undersigned Financial Institution to hold the amount specified above until released, in writing, by the *Obligee*, will bind the undersigned *Financial Institution* for the amount specified above,

IN THE EVENT that any actions or proceedings are initiated with respect to this bond, the parties agree that the venue thereof shall be the City of White Salmon, State of Washington. Should any proceedings be necessary to enforce this bond, such sum as the Court may determine to be reasonable shall be awarded to *Obligee* as attorney's fees, interest at the rate of twelve (12%) percent per annum, and other sums found due.

Signed and dated at White Salmon	Washington, thisMay of	Feb. , 20 2	4
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PRINCIPAL

All correspondence regarding this Assignment of Funds should be sent to: City of White Salmon PO Box 2139 / 100 N Main Ave White Salmon, WA 98672

SURETY Bank curitu Financial Institution (print or type name Signatu r MMIS Unit 996 WA State city Zip SDY 03-

Telephone Number

WATER MAIN EXTENSION ASSIGNMENT OF FUNDS (cont'd)

) SS.

ACCOUNT NO. 5152713940

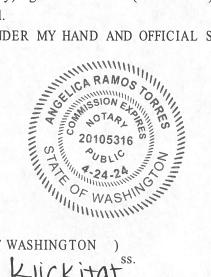
STATE OF WASHINGTON

County of Klickitat

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this 9th day of Feb., 2024, personally appeared Jouce M Ebbert

to me known to be the individual described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

uth day of Feb. 2024 GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS



Ingelie Revo Notary Public in and for the State of Washington, residing in to HUSUM, WA 9862

My commission expires on 04-24-2024

STATE OF WASHINGTON County of Klickit

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify thaton this Oth day of Feb, 20 24, personally appeared Diana

to me known to be the Officer of the Financial Institution described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.



Notary Public in and for the State of Washington, residing

day of Felo.

in <u>HUSUM</u>, WA 98623 My commission expires on <u>04-24-2025</u>

Assignment of Funds in Lieu of Performance Bond Rev 03/02/202 Page 2 of 2

2024



The UNDERSIGNED hereby conveys and transfers to THE CITY OF WHITE SALMON (the "City") the following described personal property: <u>6" water line traveling within Cherry Street</u> <u>for 195' in the city of White Salmon</u>

This conveyance is made in consideration of the City's agreement to provide routine maintenance of said property and to provide water services pursuant to the City's ordinances, policies, resolutions and regulations, which may be amended from time to time.

The undersigned, and its successors and assigns, covenants and agrees with the City, its successors and assigns, that the undersigned is the owner of said property and has the right and authority to sell the same, that the property is free of all liens or encumbrances, and that the undersigned will, and does, hereby warrant and agree to defend the title of the City, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The undersigned warrants that all bills and taxes relating to the construction and installation of the water main and appurtenances have been paid in full and that there are no lawsuits pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the City harmless on any judgment rendered against the City.

The undersigned further warrants that all laws, ordinances and regulations respecting construction of this project have been complied with, and that the property is in proper working condition, order and repair and fit for purposes intended; i.e., for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions, standards and specifications of the City.

The undersigned covenants and agrees with the City to replace, repair and correct any defect in materials or workmanship in respect to the personal property subject to this Bill of Sale arising during a period of two (2) years from the date hereof, without cost to the City. The undersigned shall further warrant the corrected work for two (2) years after acceptance of the corrected work by the City.

DEVELOPER:

By Keith Solver / Joyce M. Ebbert Its owners

INDIVIDUAL

STATE OF WASHINGTON)ss. COUNTY OF KLICKITAT

I certify that I know or have satisfactory evidence that keim and Joyce Ebbert

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Is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 01-23-2024

Aughie. <u>Reversion</u> Notary Public in and for the State of Washington,

residing at

MUSUM	,WH	70625	My	Appointment
Expires _	04-	24-20	24	<u>.</u>

CORPORATE / PARTNERSHIP

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)ss.

STATE OF WASHINGTON

COUNTY OF KLICKITAT

I certify that I know or have satisfactory evidence	that
is the person who appeared before me, and said person ack	mowledged that
signed this instrument, on oath stated that	was authorized to execute the
instrument and acknowledged it as the	of
to be the free and volume	ntary act of such corporation for the uses and
purposes mentioned in the instrument.	

Dated _____

Notary Public in and for the State of Washington, residing at

_____. My Appointment

Expires _____.

File Attachments for Item:

A. EnterTextHere



PUBLIC WORKS DEPARTMENT

Meeting Date: 3.6.24 Presented By: Andrew Dirks- Public Works Director

Daily Operations / What's Happening:

Jewett Manhole Improvement project is underway. Applied for TIB Complete Streets Funding for a bike lane project on N Main. Meter Reading Samples Monthly Reporting Weekly Project update meetings with AP, CM & Watershed Met with AP & Pioneer for Four Oaks

Current Projects:

Jewett Manhole Improvement project is underway. SCADA should be underway soon. Pump C has been pulled and Mather & Sons will replace or rebuild next week. Pump A VFD is still in the rebuild stage.

Upcoming Projects:

Completion of the Men's restroom in the council chambers Tohomish/Pioneer Sidewalk

Completed Projects:

Dig test pits for AP and the Spring St/N Main Booster Pump Station Repaired the leak at the HWY 14 Intertie Adjusted Dock Grade PRV **Upcoming Trainings:** Cross Connection Specialist- Ryan

Completed Trainings

GIS Training- Ryan & Jason

Updates for the Community / Upcoming Events:

The May pole has been located and now is in CWS possession.

Collaboration Updates (other jurisdictions/entities):

Bridge workforce housing presentation to the Bridge Authority. Attended the WSDOT Complete Streets stakeholder Meeting. Met with Everybody's Brewing and the City of Bingen for a wastewater agreement update.

Follow Up to Previous Actions:

Mold has been mitigated in the Men's restroom and the project should be completed shortly.