



White Salmon City Council Meeting

A G E N D A

February 15, 2023 – 6:00 PM

119 NE Church and Via Zoom Teleconference

Meeting ID: 838 5968 9733 Passcode: 649845

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

I. Call to Order, Presentation of the Flag and Roll Call

II. Changes to the Agenda

III. Consent Agenda

- [A.](#) Authorization of Quiet Title - Teague Reservoir
- [B.](#) Industrial User Wastewater Treatment Agreement - Everybody's Brewing
- [C.](#) Interlocal Agreement - DNR Contract
- [D.](#) Interlocal Agreement - Klickitat County Dispatch Services (\$34,778.22)
- [E.](#) Interlocal Agreement - White Salmon Valley School District - Seasonal Water Rates
- [F.](#) Personal Services Contract - Alcance Interpreter Services (\$2,000)
- [G.](#) Personal Services Contract - It's All a Little Grey, LLC- HR Consulting Services (\$3,500)
- [H.](#) PWB Contract Approval - Transmission Mainline Replacement Phase 1 (\$1,855,100)
- [I.](#) PWB Contract Approval - North Main/Spring St Water Improvements (\$1,942,800)
- [J.](#) Resolution 2023-02-556 2023 Arbor Day Observance
- [K.](#) Small Works Contract - Klickitat Tree Operations LLC - 2023 Tree Maintenance (\$967.50)
- L. Approval of Meeting Minutes - February 1, 2023 (Will be provided before meeting)
- M. Approval of Vouchers

IV. Public Comment

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

V. Presentations

- A. Black History Month

VI. Business Items

- [A.](#) Public Hearing - Ordinance 2023-02-1124 Imposing an Additional 0.1% Sales Tax for the Transportation Benefit District
 - 1. Presentation and Discussion
 - 2. Public Hearing
 - 3. Action
- [B.](#) Public Hearing - Ordinance 2023-02-1125 Imposing a Additional Vehicle Licensing Fee for the Transportation Benefit District
 - 1. Presentation and Discussion
 - 2. Public Hearing
 - 3. Action
- [C.](#) Ordinance 2023-02-1126 Creating WSMC 3.24.125 Street Construction Fund
 - 1. Presentation and Discussion

- 2. Action
- D. Transmission Main Replacement Project - Phase I 2022 Bid Results and Award
 - 1. Presentation and Discussion
 - 2. Action
- E. Ordinance 2023-02-1122 Amending WSMC 10.24 Stopping, Standing and Parking
 - 1. Presentation and Discussion
 - 2. Action
- F. 2023 Budget Options
 - 1. Second E/V Charging Station Presentation
 - 2. Grant Writer Presentation
 - 3. Discussion
 - 4. Action

VII. Reports and Communications

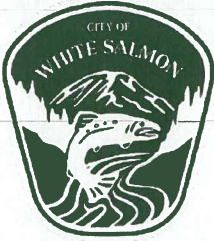
- A. Department Heads
- B. Council Members
- C. Mayor

VIII. Executive Session (if needed)

IX. Adjournment

File Attachments for Item:

A. Authorization of Quiet Title - Teague Reservoir



Department Head: _____

Clerk/Treasurer: AP

City Administrator: T.P.

Mayor: JK

CITY COUNCIL REPORT

☐ Business Item

☒ Consent Agenda

Needs Legal Review:

Yes, Completed

Meeting Date:

February 15, 2023

Agenda Item:

Complaint to Quiet Title - Teague Reservoir

Presented By:

Shawn McPherson, City Attorney

Action Required:

Move to authorize the Mayor to direct the City Attorney to commence and prosecute to completion an action to Quiet Title for the Teague Reservoir Property.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor to direct the City Attorney to commence and prosecute to completion an action to Quiet Title for the property as described.

Explanation of Issue:

RCW 35A.12.100 provides that the Mayor may cause legal proceedings to be commenced on behalf of the City subject to approval by the City Council. The Mayor is requesting Council authorize the City Attorney to file a Complaint to Quiet Title action with the Superior Court related to a parcel of property identified as Klickitat County Parcel #03102468005000 and described as Lot 1A Los Altos (SENW 24-3-10) Reservoir.

The Council, by Resolution 2022-03-539, previously declared this property as surplus to City needs and authorized it to be sold. However, upon further title review it has been determined that, while the County tax record show the parcel as being held in the name of the City of White Salmon, the title records show title in another party, namely, the Heirs and/or Devisees of Chester Teague, Deceased. The purpose of the legal action is to request the Court to convey clear title to the parcel to the City of White Salmon, free of encumbrances.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

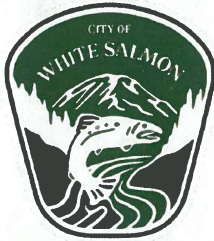
The Quiet Title will cost an estimated \$260 to file.

Recommendation of Staff/Committee:

Staff recommends that council authorize the Mayor to direct the City Attorney to commence and prosecute to completion an action to Quiet Title for the Teague Reservoir Property.

File Attachments for Item:

B. Industrial User Wastewater Treatment Agreement - Everybody's Brewing



Department Head: RP
Clerk/Treasurer: RP
City Administrator: TR
Mayor: JK

COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

February 15, 2023

Agenda Item:

Everybody's Brewing - Service Contract/Industrial
Users/Wastewater Treatment Plant Agreement

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the Mayor to sign Wastewater Service Agreement between the City of White Salmon, City of Bingen, and Everybody's Brewing.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor to sign Wastewater Service Agreement between the City of White Salmon, City of Bingen and Everybody's Brewing.

Explanation of Issue:

Everybody's Brewing is an industrial wastewater user and as such the Cities of Bingen and White Salmon have agreed that a wastewater treatment agreement is necessary.

As listed in the agreement, During the first twelve (12) months of the agreement, EB will be billed a monthly base fee (to be billed by the City of White Salmon), plus a flat rate of \$1,888.11 in utilization for an annual total of \$22,657.32 in utilization.

By December 31, 2023, the Cities will calculate the proportional share of the Wastewater Treatment Plant used by Everybody's Brewing. If data shows that Everybody's Brewing's utilization exceeds 7.2% of capacity (\$1,888.11/month), the City will bill Everybody's Brewing for the difference. If data shows that Everybody's Brewing's utilization is less than 7.2% of the capacity, the City will credit Everybody's Brewing for the difference (to be used against future billings).

As of January 1, 2024 the City of White Salmon delegates the authority and responsibility to the City of Bingen to bill Everybody's Brewing for the monthly charges, with the exception of the monthly sewer base fee.

Attached for your consideration is the proposed wastewater service agreement that the parties have come to an agreement on.

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.s

Recommendation of Staff/Committee:

Staff Recommends council authorize the Mayor to sign Wastewater Service Agreement between the City of White Salmon, City of Bingen and Everybody's Brewing.

Follow Up Action:

Provide signed document to the City of Bingen for completion.

CITY OF WHITE SALMON

SERVICE CONTRACT/INDUSTRIAL USERS/WASTEWATER TREATMENT PLANT

THIS AGREEMENT entered into on the _____ day of _____, 2023, between THE CITY OF WHITE SALMON, WASHINGTON, municipal corporation, pursuant to the laws of the state of Washington (hereinafter referred to as the "City") and EVERYBODY'S BREWING, a limited partnership, (hereinafter referred to as "EB"), for treatment of industrial wastewater.

RECITALS

The parties now desire to enter into an agreement providing for the City to process industrial wastewater from EB currently located in White Salmon, Washington, utilizing the Wastewater Treatment Plant (hereinafter WWTP) operated by the City of Bingen (hereinafter Bingen). This Agreement is made pursuant to the authority of the White Salmon Municipal Code (hereinafter WSMC) Chapters **13.16.055 Sewer Rates Schedule** specifically Section **B Alternate Approach to Determination of Rates** relating to the authority of the City to **set parameters** for the treatment of industrial wastewaters. By entering into this agreement, both signatories warrant that each party has the authority and legal right to enter into this Agreement and that each party has satisfied its respective prerequisites to enter into this binding Agreement. The parties intend that this agreement be reviewed annually and shall terminate in two (2) years from the date of execution unless otherwise mutually agreed by the parties. The parties agree to a compliance review six (6) months after the date of signing in addition to the annual review schedule.

The City desires to have an industrial user contract which assures that:

- A. Discharges to the sewers will not contain constituents or properties not compatible with the biological processes at the treatment plant, interfere with ultraviolet disinfection, harm or overload sewer lines
- B. City, state, and federal regulations to protect the infrastructure and process are followed
- C. Capacity limits are clearly understood and followed
- D. The parties understand the NPDES permit (administered by Washington State Department of Ecology (Ecology) under EPA guidelines) which the WWTP must meet, requires Bingen to protect its operation and make plans, limitations, or future moratoria if the loading reaches 85% of permit rated capacity, 3 months in a row.

AGREEMENT

1. Acceptance of Wastewater.

City, EB, and the WWTP agree on the following discharge limitations:

- A. No more than 165 lbs./day of 5 day biochemical oxygen demand (BOD₅)
- B. No more than 40 lbs./day of total suspended solids (TSS)
- C. pH will be kept within the range of 6 to 10 at all times
- D. Total flow rates shall be limited to a maximum of 3,100 gallons per day

The maximum wastewater, BOD, TSS, and pH limits that are acceptable are outlined above. These numbers should be considered targets for the first year of this agreement as flow data is collected. EB is responsible for ensuring that none of the limits are exceeded during this period.

Example 1: For a sample with BOD at 10,213 mg/l, the maximum amount of wastewater that the WWTP could accept at this strength is 1,950 gallons, far less than the 3,100 gallon upper limit.

Example 2: For a sample with BOD at 10,213 mg/l and flow of 3,000 gallons, the BOD would be 256 pounds, well above the 165 pounds per day limit.

If any of the above parameters are exceeded, EB will be responsible for capturing excess effluent at the source. The WWTP cannot process more than the limits outlined above.

2. Consideration.

The Consideration for this Agreement is the mutual promises herein, including EB's promise to pay the monthly payments pursuant to Sections 3 and 4 herein and the City's agreement to accept wastewater from EB.

3. Compliance.

a. Monitoring Facilities.

EB shall install at its expense and before the point of connection to the City system, monitoring facilities approved by the City, to be completed within six (6) months of the signing of this agreement. The place of the monitoring facilities shall be known herein as the "Monitoring Station." The monitoring station shall be controlled by the City and accessible to EB employees or its designees only by permission of authorized City personnel. The expense of repair, maintenance and modifications of the Monitoring Station shall be the responsibility of EB. Upon termination of this Agreement, the said monitoring facilities paid for and maintained by EB shall automatically become the property of EB. Approval of the monitoring station by the City is a condition precedent to continued discharging waste into the City's municipal sewer system. The Monitoring Station, at a minimum, shall consist of the items listed in Exhibit A: Everybody's Brewing Brewery Effluent Treatment Overview.

1. EB is required to have all brewery wastewater flow into EQ tank, including existing west line from older building that currently does not discharge to settling tank and instead discharges to manhole in alley.
2. The flowmeter shall be on a dedicated circuit, non-tamperable readout, not subject to power shutoff. Flow equalization shall be "Even Flow 24/7" because of the extremely high oxygen demand of brewery wastewater and will require an actuated valve on the EQ tank (as described in SWDP Application) set at no higher than 5 to 10 gallons per minute (gpm), to be determined when system installed (uniform flow regardless of head).

b. Testing Methods.

All measurements, tests, and analyses of the characteristics of waters and wastes to which the parties reference herein and the City references in its applicable ordinances and resolutions shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, unless superseded by rule or regulation, and shall be determined at the monitoring station, or upon suitable samples taken at the monitoring station.

1. Tests.

Sampling of EB's effluent shall be conducted at a testing laboratory accredited by Ecology to perform the required testing. During the first year of this agreement, Bingen intends, at a minimum to have the following parameters tested:

- a. Weekly once equipment outlined in Exhibit A is installed: BOD, TSS, and pH
- 2. Cost of Testing.
EB shall be financially responsible for testing services.
- c. Process Changes.
EB shall immediately notify the City and the WWTP of any changes in its industrial process significant event, or anticipated growth which might or do involve a proportional change in substances contained in its industrial waste or additions to such substances or deletions from such substances.
 - 1. No chemicals or cleaning agents shall be used which have an adverse or inhibitory effect on WWTP, including on ultraviolet (UV) disinfection (e.g., iron compounds or products that impart color that interferes with UV)
 - 2. EB will provide a list of chemical and cleaning agents utilized in the sanitation process to Bingen for prior approval of their use.
- d. Growth or Expansion.
In anticipation for a time when EB may want to expand, immediate notification shall be sent to both Cities. Sufficient detail shall be provided by the customer so that both Cities will be able to measure and determine the full impact prior to proceeding with expansion plans. A meeting may be required.
- e. Spill Prevention.
There shall be an accidental spill prevention plan on file on-site. If unusual events occur which affect wastewater, the City and WWTP (509-493-3787) shall be notified immediately.
- f. Sidestreaming
Sidestreaming of finished product beer will be required, including keg washing and canning, as written about in SWDP application. No beer returned in kegs or other containers will be discharged into sewer. EB shall provide dedicated disposal containers and adequate instruction for use thereof, for any public or private event or occasion which causes beer to be discarded (example: tasting event). Such disposal containers shall be properly sidestreamed and not discharged into sewer.
- g. Settling Tank.
The existing 1,000-gallon settling tank is required to have its settled solids pumped out periodically to prevent solids carryover to the EQ tank and discharged, or interfere with flowmeter, or sampler tubing, or cause slug loads of solids to be discharged.
- h. Monthly Report.
EB shall provide Bingen with a monthly report on the number and types of brews produced per week. This report shall be submitted to Bingen by the 10th day of the month after the month of record.
- i. This agreement can be reviewed at any time at the request of the included parties.

4. Charges.

For purposes of the monthly charges (which will be billed on a monthly calendar basis in one month arrears by Bingen to EB, unless otherwise mutually agreed) the charge will be based on the formula “Cost Factor” found in **WSMC 13.16.055(B)-4 Calculation of Maintenance and Operation Expenses**. These expenses are based on flow, BOD, and the WWTP annual operation and maintenance expenses for the previous year, and TSS.

During the first twelve (12) months of the agreement, EB will be billed a monthly base fee (to be billed by the City of White Salmon), plus a flat rate of \$1,888.11 in utilization for an annual total of \$22,657.32 in utilization.

By December 31, 2023, six (6) months of weekly data will be analyzed by the Cities to calculate proportional share of the WWTP used by EB. If data shows that EB’s utilization exceeds 7.2% of the WWTP capacity (\$1,888.11/month), the City will bill EB for the difference using the cost factor formula described below. If data shows that EB’s utilization is less than 7.2% of the WWTP capacity (\$1,888.11/month), the City will credit EB for the difference (to be used against future billings) using the cost factor formula described below.

Beginning January 1, 2024, the Cities will use the cost factor formula to calculate monthly charges.

1. Operations and maintenance charge to the facility during billing period = cost factor x the previous year WWTP annual operations and maintenance expenses divided by 12.
2. Cost factor = $(V_f/V_c)(0.2 + 0.4 \text{ BOD}_f/\text{BOD}_c + 0.4 \text{ TSS}_f/\text{TSS}_c)$ where:
 - V_f = Average daily wastewater flow (in gallons) from the facility during billing period.
 - V_c = Average daily wastewater flow for the CITY OF BINGEN wastewater treatment facility plant during billing period (gallons).
 - BOD_f = Average daily BOD_5 concentration of wastewater from the facility during billing period.
 - BOD_c = Average daily BOD_5 concentration of total plant wastewater during billing period.
 - TSS_f = Average daily TSS concentration of wastewater from the facility during billing period.
 - TSS_c = Average daily TSS concentration of wastewater of total plant during billing period.

The City of White Salmon delegates the authority and responsibility to the City of Bingen to bill Everybody’s Brewing for the monthly charges (with the exception of the monthly base fee).

5. City Authority to Regulate.

EB shall be subject to all standards, rules and regulations of City now in effect or hereafter amended or enacted. Subject to the provisions of this agreement, nothing in this Agreement shall supersede the

City's legal authority to enforce City ordinances and regulations, including, but not limited to, lien and foreclosure for nonpayment. However, the City agrees to abide by the terms of this Agreement in good faith and so shall pass no ordinance with the specific intent of adversely affecting EB's rights pursuant to this Agreement. The City further agrees that this Agreement may be immediately subject to review upon written notice from EB's in the event that the City passes any ordinance that EB's feels adversely affects them, and is consistent with the terms, conditions, and understandings set forth in this Agreement.

Bingen reserves the right to temporarily discontinue receiving wastewater from EB and/or revise the discharge limits, if, in the opinion of the WWTP manager or designee, the wastewater discharged by EB to the WWTP may cause significant upset to the plant or sewer lines. The discontinuance of EB wastewater to the City's sewer system will continue until the problem is resolved to the satisfaction of the City. Bingen will provide written notice to the City of its request and reasons for temporarily discontinuing received EB wastewater and/or revise EB's effluent discharge limits. The City will provide written notice to EB for temporarily not discharging its wastewater effluent into the City's sewer system.

If EB does not pay the balance due to the City of Bingen for wastewater system services within 60 days of billing, Bingen may elect any enforcement action which may include but is not limited to filing a cause of action in the appropriate court of jurisdiction in Klickitat County and termination of wastewater system services.

6. Failure to Comply.

In the event that EB fails to comply with the terms and conditions of this Agreement or any applicable city, state or federal law, ordinance or regulation, or the conditions and limitation of Bingen's NPDES Permit for the WWTP, the City may, without making an election of remedies:

- a. Discontinue wastewater treatment service; and/or
- b. Require pretreatment to an acceptable condition for discharge to the City sewer; and/or
- c. Require further control over the quantities and rates of discharge; and/or
- d. Require payment to cover any penalties and the added cost of handling and treating the wastes not covered by existing user charges.

These remedies are not cumulative and are not in derogation of any other remedy the City may have with respect to the breach of this Agreement or violation of law.

In the event that EB fails to pay the monthly bill to discharge to the City of Bingen's WWTP, the following penalties may be imposed:

- a. A fee of 2% of the total bill will be assessed each day until payment is made; and/or
- b. Wastewater treatment service will be discontinued.

7. Duration of Agreement.

This Agreement shall be two years in duration but shall be reviewed annually following a six (6) month initial review after signing for the parties to address issues of mutual concern and may be

modified by mutual consent of the parties. The parties further agree that EB may terminate, without further obligation, this agreement at any time provided written notice of such termination is given to the City no less than six months before such termination. Such termination shall not entitle EB to reimbursement for the payment specified in Section 4; hereof or any portion, prorated or otherwise, of said payment, nor entitle the City to the payment of any additional consideration by EB.

8. Captions.

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

9. Invalidity of Particular Provisions.

If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

10. Entire Agreement.

This Agreement constitutes the whole agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

11. Interpretation of Agreement.

This Agreement and all the terms shall be construed according to the laws of the state of Washington. The venue of any litigation between the parties relating to this Agreement shall be the Superior Court, of Klickitat County, Washington. The parties acknowledge that each party has reviewed this Agreement and had sufficient opportunity to have this Agreement reviewed by counsel of choice. Furthermore, the parties agree that the normal rules of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

12. Notices.

All written notices required to be given pursuant to this Agreement shall be either personally delivered or sent by Federal Express or a similar overnight delivery service, or first-class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

To City:	City of White Salmon Attn: Mayor PO Box 2139 White Salmon, WA 98672	Copy To:	City of White Salmon Attorney
Copy to:	City of Bingen Attn: Mayor PO Box 607 Bingen, WA 98605	Copy to:	City of Bingen Attorney

To EB: Everybody's Brewing
PO Box 2457
White Salmon, WA 98672

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon delivery if personally delivered; upon receipt if sent by overnight delivery.

13. Effective Date.

This Agreement shall be effective upon mutual execution by the parties hereto.

14. Binding on Heirs and Successors.

The rights and obligations of the parties shall inure to the benefit of, and be upon, their respective successors and assigns, however, it is not intended to confer rights or benefits to any third party, except as expressly stated herein.

15. Assignment.

This Agreement is not assignable without the prior written consent of the City, which consent shall not be unreasonably withheld.

16. Attorney's Fees.

In the event suit or action, including arbitration, is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees as set by the court at trial, arbitration or any other proceeding, as well as on appeal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EVERYBODY'S BREWING



Doug Ellenberger, Owner, Everybody's Brewing

Attest:

CITY OF WHITE SALMON

Marla Keethler, Mayor

Attest:

Stephanie Porter, Clerk Treasurer

Approved as to Form:

Kenneth B. Woodrich, City Attorney

CITY OF BINGEN

Catherine Kiewit, Mayor

Attest:

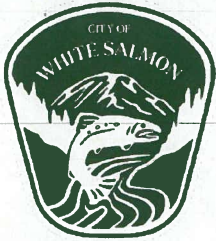
Krista Loney, City Administrator

Approved as to Form:

Chris Lanz, City Attorney

File Attachments for Item:

C. Interlocal Agreement - DNR Contract



Department Head: _____
Clerk/Treasurer: AR
City Administrator: AR
Mayor: NK

CITY COUNCIL REPORT

☐ Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:

Presented By:

☒ Consent Agenda

Yes, completed
February 15, 2023
Department of Natural Resources Forest Land Response Agreement.
Bill Hunsaker, Fire Chief

Action Required:

Approval for Chief Hunsaker to sign Department of Natural Resources Forest Land Response Agreement.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Chief Hunsaker to sign Department of Natural Resources Forest Land Response Agreement.

Explanation of Issue:

The City of White Salmon Fire Department would like to enter into the attached mutual assistance agreement with the Washington State Department of Natural Resources for forest land fire response.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

There are no Financial Implications

Recommendation of Staff/Committee:

Chief Hunsaker recommends approval to sign the Department of Natural Resources Forest Land Response Agreement.

Follow Up Action:

Complete agreement information and send to DNR for signatures.



WILDFIRE

FORESTLAND RESPONSE AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. **Enter agreement number**

PI: **Enter Program Index**

Funding Source: **Enter Federal, State or Local**

Grant Funded: ☐ Yes ☒ No

COVID 19 Contractor Vaccination Declaration required ☐ yes

☒ No, the work performed is not subject to Proclamation Requirements.

This Agreement is entered into between the state of Washington, Department of Natural Resources, **Enter Region** Region, hereinafter referred to as “DNR”, and the below named Fire Protection District/Department, hereinafter referred to as “District/Department.”

White Salmon fire department

119 NE Church Ave., PO Box 2139

White Salmon, WA. 98672

Phone: (509)493-1133 ext. 401, (509)774-8476

FAX: N/A

Email: billh@ci.white-salmon.wa.us

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department

Agreement No. **Enter agreement number**

Page 1 of 12

Form update date: 22.07.20 FINAL

jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries.

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.
3. **Term.** The term of this agreement is **01/01/2023**, or date of execution, whichever is later, through **12/31/2027**.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires

or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.
- (2) **DNR Dispatch:**

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00

01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- a. "Any Auto" (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
16. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
18. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
22. **Harassment:** Per [RCW 43.01.135](https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf
24. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
26. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

27. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Callan Wilkins
Title: Cooperator Wildfire Training Coordinator
Address: 713 Bowers Rd.
City/State/Zip: Ellensburg, WA 98926
Phone: (509) 899-3876
Email: (509) 925-8522

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Bill Hunsaker
Title: Chief
Address: PO Box 2139, 119 NE Church Ave
City/State/Zip: White Salmon, WA. 98672
Phone: (509)493-1133 ext.401 Cell: (509)774-8476
Email: billh@ci.white-salmon.wa.us

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

Signature	Date
Printed Name	
Title	

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Signature	Date
Printed Name	
Title	

DISTRICT/DEPARTMENT

Signature	Date
Printed Name	
Title	

DISTRICT/DEPARTMENT

Signature	Date
Printed Name	
Title	

DISTRICT/DEPARTMENT

Signature	Date
Printed Name	
Title	

Operation Guidelines

Resources ordered through the DNR Region or Division for Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement
- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;
- 2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):
 - a. ☐ With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. ☒ DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

- 3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);
- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 6) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status of IMT members in IROC;
- 2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

**DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

**DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

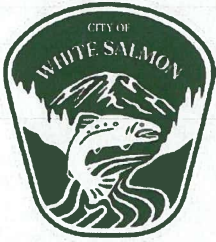
			Rate / Negotiated Rate*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:

File Attachments for Item:

D. Interlocal Agreement - Klickitat County Dispatch Services (\$34,778.22)



Department Head: MH

Clerk/Treasurer: [Signature]

City Administrator: [Signature]

Mayor: [Signature]

CITY COUNCIL REPORT

☐ Business Item

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:

☒ Consent Agenda

Yes, completed.

February 15, 2023

Interlocal Radio System Use and 911 Dispatch Services Agreement

Mike Hepner, Police Chief

Action Required:

Approval of the Interlocal Radio System Use and 911/Dispatch Service Agreement. This agreement is valid from March 1, 2023 to February 29, 2024.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Service Agreement with Klickitat County Department of Emergency Management in the amount of \$34,778.22.

Explanation of Issue:

Klickitat County Department of Emergency Management requires the city to enter an agreement for 911 and dispatch services annually. The agreement provides the city with public safety radio system use, provides 911 and dispatching services, answering after hours non-emergent calls for service, teletype services, computer aided dispatching service and use of the county law enforcement records management system.

This agreement only has a few minor changes as past years, these changes only provide better clarification of the type of services the agreement provides.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

The adopted 2023 budget contains \$34,778.22 for this purpose. This is a 3% increase from the prior agreement for 911 and dispatch services with Klickitat County Department of Emergency Management.

Recommendation of Staff/Committee:

Staff recommends the council approve the Agreement.

Follow Up Action:

There is no follow up at this time.

INTERLOCAL RADIO SYSTEM USE AND 9-1-1/DISPATCH SERVICES
AGREEMENT

The KLICKITAT COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, a political subdivision of the State of Washington, herein after referred to as (COUNTY) and the CITY OF WHITE SALMON, municipal corporations of the State of Washington, herein after referred to as (CITY) enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local government, the CITY desires to contract with the COUNTY for radio system use, dispatching, 9-1-1 call taking, answering after hours non-emergent telephone calls for service, teletype services, law enforcement records management system use; and,

WHEREAS, the COUNTY has a public safety radio system, 9-1-1/dispatch center, software licenses and equipment, and personnel capable of performing and efficiently providing such services to the CITY; and,

WHEREAS, both parties are specifically authorized under the Interlocal Cooperation Act (RCW 39.34) to enter into an agreement for such services; and,

WHEREAS, it is necessary and desirable that such an agreement be executed;
THEREFORE, the parties agree as follows:

1. The COUNTY agrees:
 - a. To provide public safety radio system use for police, fire, and EMS units of the CITY according to the Klickitat County Emergency Management Radio Use Policy.
 - b. To provide 9-1-1/Dispatching service, including police, fire, and EMS radio dispatching, 9-1-1 call taking, answering of afterhours non-emergent telephone calls for service (not to include administrative calls), teletype services, Computer Aided Dispatching service and use of the COUNTY law enforcement records management system; Law module and Mobile module to the CITY, services as described in the ACCESS Inter-Agency Agreement and 24x7 Hit Confirmation Agreement. The COUNTY shall perform and provide these services in the same manner and with the same quality as with its own employees or agencies.
 - c. To furnish personnel, radio dispatch equipment, 9-1-1 telephone system equipment, and a public safety radio system necessary to accomplish these services.

2. The CITY agrees:

- a. To pay for the services under the terms set forth in Paragraph 3d.
- b. To be responsible for compliance with RCW 10.97 and 13.50, CJIS security policies and audits and all Federal laws regarding records received from the COUNTY, NCIC, or WACIC.
- c. To comply with and enforce the COUNTY's policy and procedures as they pertain to Radio System Use, Computer Aided Dispatching (CAD) and Records Management System (RMS) policies, and COUNTY cyber security policies.
- d. To be responsible for the cost of all equipment, installation and implementation of any additional radio or phone equipment, phone lines, other specialized communication equipment or computer software the CITY requests.

3. The CITY and COUNTY agree:

- a. This agreement creates an independent contractor relationship. All liability for salaries, employee benefits, capital equipment costs, and repair and maintenance, except those requested by the CITY per Paragraph 2d, are wholly the responsibility of the COUNTY. However, if it becomes necessary to staff or employ additional personnel in COUNTY dispatch due solely to a major incident or event of which the CITY police and/or fire department shall have responsibility, then the CITY shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel. Pursuant to this paragraph, the Chief of Police and Fire Chief for the CITY and the Emergency Management Director of the COUNTY shall establish and promulgate protocols for use in the COUNTY Radio System and 9-1-1/Dispatch center in the event of a major incident or event.
- b. The COUNTY agrees to indemnify and hold harmless the CITY for all liability arising from intentional or negligent acts by COUNTY employees and to defend and secure the CITY from all costs or damages arising from such acts. The CITY agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by CITY employees and to defend and secure the COUNTY from all costs or damages arising from such acts.
- c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:
 - 1. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Chief of Police and the Emergency Management Director.

2. Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be referred to the Mayor and the Chair of the County Commissioners or his/her designee for resolution.
 3. Should the matter not be resolved between the Mayor and the Chair, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall informally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney or judge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the information provided by the arbitrator.
 - d. The CITY shall pay the COUNTY \$34,778.22 for the period of March 1, 2023 through February 29, 2024 for services as stated in this agreement.
 - e. Payment shall be sent to:

Klickitat County Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620
 - f. The parties further agree, and have specifically negotiated to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against the other by the party's employees, agents, contractors, subcontractors or other representatives.
 - g. This Agreement is effective for one year from 12:00 a.m. on March 1, 2023 until 11:59 p.m. on February 29, 2024. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.
 - h. This Agreement may be reviewed by the parties prior to the termination date to consider possible terms of renewal.
4. Interlocal Cooperation Act Representations. This is an Interlocal Agreement under RCW 39.34. Pursuant thereto, the parties state as follows:
- a. Duration. The duration shall be as set forth in paragraph 3g, above. Or as otherwise agreed to by the parties pursuant to the Agreement.
 - b. Organization. No new entity will be created to administer this Agreement.
 - c. Purpose. The purpose is to enable the CITY to utilize COUNTY services.

- d. Manner of Financing. The CITY intends to finance this Agreement through allocations between General Fund revenue and enterprise funds as determined by the City Administrator.
- e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in paragraph 3g, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The County Emergency Management Director shall be the Administrator for this Interlocal Agreement.
- h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties here to have signed this agreement this 24 day of
January, 2023

THE CITY OF WHITE SALMON
Klickitat County, Washington

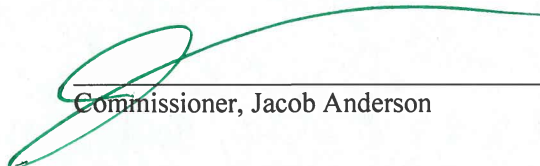
BOARD OF COUNTY COMMISSIONERS

Mayor, City of White Salmon



Chairman, Dan Christopher

City Administrator



Commissioner, Jacob Anderson

Chief of Police



Commissioner, Lori Zoller

Fire Chief

APPROVED AS TO FORM:

City of White Salmon Attorney

APPROVED AS TO FORM:

See Attached

David R Quesnel
Klickitat County Prosecuting Attorney

ATTEST:

Clerk of the Board



In and for the County of Klickitat,
State of Washington

File Attachments for Item:

E. Interlocal Agreement - White Salmon Valley School District - Seasonal Water Rates



Department Head: AD

Clerk/Treasurer: P.R.

City Administrator: T.R.

Mayor: JK

CITY COUNCIL REPORT

☐ Business Item

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

☒ Consent Agenda

No, unnecessary
February 15, 2023
Interlocal Agreement – WSVSD Seasonal Water Rates
Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign the Interlocal Agreement with WSVSD for Seasonal Water Rates for irrigation accounts.

Motion for Business Item / Proposed Motion for Consent Agenda:

Authorization for the mayor to sign the Interlocal Agreement with White Salmon Valley School District setting water rates for irrigation accounts for January 1, 2023 through December 31, 2027.

Explanation of Issue:

The City of White Salmon and the White Salmon Valley School District have had an interlocal agreement for a number of years regarding water rates for the school's irrigation accounts. The school has 5 irrigation accounts.

The interlocal agreement provides that the base fees for each account would not be billed for a the 6-months of October through March a 5-year period and specifically states that if there is any usage during the 6-month period, the school district will be billed for the usage.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

None at this time.

Recommendation of Staff/Committee:

Staff Recommends council authorize the mayor to sign the Interlocal Agreement with White Salmon Valley School District setting water rates for irrigation accounts for January 1, 2023 through December 31, 2027.

Follow Up Action:

Contract signatures and filing.

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF WHITE SALMON AND WHITE SALMON VALLEY SCHOOL DISTRICT SETTING WATER RATES FOR SPECIAL USER

This Interlocal Agreement is entered into by and between the City of White Salmon (which may hereinafter be referred to as “White Salmon”), a Washington municipal corporation, and White Salmon Valley School District (which may hereinafter be referred to as “WSVSD”), a Washington municipal corporation, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

PURPOSE AND RECITALS

1. The Cities of White Salmon supplies WSVSD with municipal water, and this agreement is entered into pursuant to WSMC 8.13.16.035 (A) to establish water rates WSVSD shall pay to White Salmon.
2. The parties do not contemplate the formation of a separate legal or administrative entity and do not contemplate any property shall be acquired which shall require disposal upon termination of this agreement.

NOW THEREFORE, the parties agree as follows:

1. The parties agree that the recitals are incorporated herein.
2. White Salmon agrees not to charge WSVSD for the base fee associated with irrigation meters during the months of October 1st through March 31st (six months) each year per WSMC 13.16.035 for the following accounts:

Vocational Meter	Account No. 1835
Soccer Field Meter	Account No. 1986
Little League Ball Fields	Account No. 1151
Whitson Irrigation Meter	Account No. 1550
Whitson Elementary Irrigation Meter #2	Account No. 4951

Any water usage that would normally be billed during the six-month period (October through March) will be billed to WSVSD.

WSVSD agrees to protect, save harmless, indemnify, and defend, at its own expense, White Salmon, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of White Salmon’s performances of this Agreement, including claims by WSVSD’s employees or third

parties, except for those damages solely caused by the sole negligence of willful misconduct of the City of White Salmon, its elected and appointed officials, officers, employees or agents. WSVSD agrees all immunities available to WSVSD under the law, including, without limitation, recreational immunity under RCW 4.24.200-.120, shall accrue to White Salmon without any corresponding duties required thereunder.

3. If any provision hereof or its application is held invalid, the remainder of the provisions hereof shall not be affected.
4. In the event of a dispute over the terms of enforcement of this agreement, the prevailing party shall be entitled to its reasonable attorney fees at trial and any appeal thereof.
6. Interlocal Agreement Representation

This is an interlocal agreement pursuant to RCW chapter 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall be effective January 1, 2023 and shall terminate December 31, 2027, unless either party notifies the other of its intent to terminate or modify the agreement with not fewer than thirty (30) days written notice.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the WSVSD to use White Salmon water for its buildings and grounds.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in (a), above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of White Salmon Clerk Treasurer shall be the Administrator of this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the last date indicated below.

CITY OF WHITE SALMON

WHITE SALMON VALLEY SCHOOL
DISTRICT

Marla Keethler, Mayor

Date

Superintendent

Date

ATTEST:

Stephanie Porter, Clerk Treasurer

Date

WSVSD

Date

Approved as to form:

Kenneth Woodrich
White Salmon City Attorney

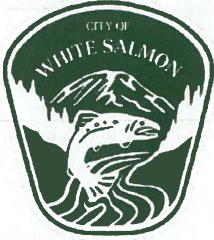
Date

WSVSD Attorney

Date

File Attachments for Item:

F. Personal Services Contract - Alcance Interpreter Services (\$2,000)



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

CITY COUNCIL REPORT

☐ Business Item

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

☒ Consent Agenda

No, unnecessary
February 15, 2023
Personal Services Contracts – Alcance Interpreting
Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign Personal Services Contract with Alcance for Interpreter Services not to exceed \$2,000.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorization for the mayor to sign Personal Services Contract with Alcance for Interpreter Services not to exceed \$2,000.

Explanation of Issue:

The City Council approved in the 2023 budget \$2,000 for the contracting of a Spanish interpreter for Public Hearing and Let's Talk Meetings.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

The adopted budget contains \$2,000 for this purpose.

Recommendation of Staff/Committee:

Staff Recommends council Authorize for the mayor to sign Personal Services Contract with Alcance for Interpreter Services not to exceed \$2,000.

Follow Up Action:

Contract signatures and filing.

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

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

2. Effective Date and Duration

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

3. Government Employment Status

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

4. Subcontractors and Assignment

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

5. Dual Payment

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

6. Funds Available and Authorized

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

7. Termination

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

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

ALCANCE

price list

WRITTEN TRANSLATION:

- \$0.40 PER WORD

INTERPRETATION SERVICES:

- \$150 PER HOUR (2 HOUR MINIMUM)

OUTREACH SERVICES & PROJECTS:

- \$150 PER HOUR (2 HOUR MINIMUM) OR; PROJECT BASED FEE OR SERVICE AGREEMENT

SERVICE DETAIL:

- COMMUNITY OUTREACH: TABLING & EVENT PARTICIPATION
- PARTNERSHIP OUTREACH
- PROMOTIONAL MATERIAL TRANSLATION (FLYERS, SOCIAL MEDIA POSTINGS, ETC.)
- SOCIAL MEDIA PROMOTION (FACEBOOK, INSTAGRAM, OTHER SOCIAL MEDIA PLATFORMS)
- MEDIA PRODUCTION (PSA RECORDINGS)
- COMMUNITY NETWORKING
- STUDENT VOLUNTEER CONNECTION

contact

YELITZA VARGAS-BOOTS:

YELIBOOTS@GMAIL.COM

509-310-9589

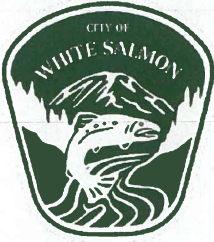
JUAN REYES:

JVREYES84@YAHOO.COM

541-399-7176

File Attachments for Item:

G. Personal Services Contract - It's All a Little Grey, LLC- HR Consulting Services (\$3,500)



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

CITY COUNCIL REPORT

☐ Business Item

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

☒ Consent Agenda

No, unnecessary
February 15, 2023
Personal Services Contracts – It's All a Little Grey, LLC
Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign Personal Services Contract with It's All a Little Grey, LLC for HR Services not to exceed \$3,500.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorization for the mayor to sign Personal Services Contract with It's All a Little Grey, LLC for HR Services not to exceed \$3,500.

Explanation of Issue:

The City Council approved in the 2023 budget \$3,500 for the contracting of a HR Consultant to assist with on-call HR issues, Revision of the Personnel Policies and Employee Evaluation System.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

The adopted budget contains \$3,500 for this purpose.

Recommendation of Staff/Committee:

Staff Recommends council Authorize for the mayor to sign Personal Services Contract with It's All a Little Grey, LLC for HR Services not to exceed \$3,500.

Follow Up Action:

Contract signatures and filing.

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and Nicole Biechler, It's All a Little Grey, LLC hereafter called Contractor. City's Contract Administrator for this contract is Stephanie Porter, Clerk Treasurer.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2023.

Statement of Work

- (a) The scope of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

Consideration

- (a) City agrees to pay Contractor \$3,500.00 which includes reimbursable expenses incurred in the performance of duties as identified in Exhibit A, It's All a Little Grey, LLC Human Resource Consulting Services Proposal.
(b) Monthly invoices shall be submitted to the City itemizing all time incurred.

Amendments

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

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name: Nicole Biechler, It's All a Little Grey, LLC	Address:	5335 McDonald Way The Dalles, OR 97058
UBI #: 605-024-975	Phone:	503-530-6837
	Email:	itsallalittlegrey@gmail.com

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

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

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

Approved by the Contractor:

Nichole Biechler
Signature

1/31/23
Date

Approved by the City:

Marla Keethler, Mayor

Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

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

2. Effective Date and Duration

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

3. Government Employment Status

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

4. Subcontractors and Assignment

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

5. Dual Payment

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

6. Funds Available and Authorized

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

7. Termination

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

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suits or actions of whatsoever nature, including intentional acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

Exhibit A

IT'S ALL A LITTLE GREY, LLC CONSULTING SERVICES PROPOSAL

City of White Salmon
c/o Mayor Marla Keethler
100 N Main St.
P. O. Box 2139
White Salmon, WA

Nichole Biechler, Founder
It's All a Little Grey, LLC
5335 McDonald Way
The Dalles, OR 97058

A request has been made for services consisting of employee handbook review and updating as well as training and development on the performance evaluation process. It's All a Little Grey, LLC has attached a proposal detailing the expertise and services that can be offered. Thank you for the opportunity to work with your organization.

SUMMARY

The City of White Salmon, WA is requesting consultation for on-call human resources consultation with an additional emphasis on employee handbook review as well as assistance with the performance evaluation process.

PROJECT SCOPE

When done correctly, an up-to-date employee handbook delivers value to both your organization and your employees. For new hires, your employee handbook is an introduction to company policies, procedures, and culture, providing the first impression of your business. For the employer, it provides legal evidence that the company's policies are consistent with and encourages adherence to employment laws. As a result, an updated employee handbook helps to minimize risk, avoid litigation, and eliminate confusion on policies and expectations by committing to annual updates.

It's All a Little Grey, LLC will arrange time to review the current employee handbook, meet with policy makers and develop a comprehensive list of policies and procedures designed to provide transparency and direction for all staff. Additionally, training and support will be provided to review and update the current performance evaluation process.

PROJECT OBJECTIVE

To provide on-call human resources consultation as well as comprehensive review of current policy and procedures for non-represented staff. In addition to overall review, training, and development of the performance evaluation process.

GOALS

Goal: Produce a polished and current employee handbook for staff of the City of White Salmon, WA

Strategy: Obtain information from policy makers within the City of White Salmon to develop and update current and past policies that are relevant to the day-to-day process and procedures of work at the City of White Salmon.

Goal: Create a holistic and comprehensive analysis for development and professional growth when conducting and evaluating employee performance and development.

Strategy: Provide detailed instructions on how to effectively complete a performance evaluation to all those being asked to provide feedback. As well as training and development on critical/crucial conversations. By reviewing trends in the information and feedback received and providing clear recommendations for next steps for all staff.

COST

A retainer for 30 hours of work with a 10% discount if paid up-front (received within 10 days of the signed contract). For example, $\$120.00 \times 30 = \$3,600.00$ with a 10% discount would be $\$3,240.00$ to cover the cost associated with employee handbook review and performance evaluation development and training.

On-call human resources consultation will be billed at the typical hourly rate of $\$120.00$ and prorated dependent on length of call and/or request.

If you have any questions, please do not hesitate to contact me directly.

Nichole Biechler, Founder
It's All a Little Grey, LLC
itsallalittlegrey@gmail.com
Direct line: 503-530-6837

References are available upon request.

File Attachments for Item:

H. PWB Contract Approval - Transmission Mainline Replacement Phase 1 (\$1,855,100)



Department Head: SMP
Clerk/Treasurer: SMP
City Administrator: A.R.
Mayor: JK

CITY COUNCIL REPORT

☐ Business Item

☒ Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

February 15, 2023

Agenda Item:

PWB Construction Loan Contract PC23-96103-130 New Transmission Main Phase 1 (\$1,855,100)

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Motion to authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-130 New Transmission Main Phase 1 in the amount not to exceed \$1,855,100.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-130 New Transmission Main Phase 1 in the amount not to exceed \$1,855,100.

Explanation of Issue:

The Public Works Board has provided draft contracts for loan funding for the Transmission Main Replacement Phase 1 project.

Approvals from the city clerk and attorney have been provided to PWB. We do not anticipate the documents will change and therefore are requesting council approval. If the agreement changes between the approved version and the one the Mayor signs, it will have to be ratified at the next council meeting.

The Notice of Bid Award will be contingent on the finalization of this PWB Contract which is why we are bringing the documents forward at this time.

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:

The adopted 2023 budget accounts for the funding from Public Works Board Loans to complete the New Transmission Main Phase 1 Project.

Recommendation of Staff/Committee:

Staff recommends council authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-130 New Transmission Main Phase 1 in the amount not to exceed \$1,855,100.

Follow Up Action:

Upon receipt of electronic contract from the Public Works Board, contract will be reviewed for potential changes and all signatures will be acquired.

CONTRACT FACE SHEET

Contract Number: PC23-96103-130

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of White Salmon PO Box 2139 White Salmon, WA 98672		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,855,100.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0000319-00	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Date: Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of White Salmon
Loan Number: PC23-96103-130

PROJECT INFORMATION

Project Title: New Transmission Main - Phase 1
Project City: White Salmon
Project State: **Washington**
Project Zip Code: 98672

LOAN INFORMATION

Loan Amount: \$1,855,100.00
Total Estimated Cost: \$5,337,600
Total Estimated Project Funding: \$1,855,100.00
Loan Forgiveness % (if applicable): %
Loan Term: **20**
Interest Rate: **1.39%**
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the **Domestic Water system**. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The project is for the installation of a new transmission main to replace the existing transmission main. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



TABLE OF CONTENTS

CONTRACT TERMS AND CONDITIONS	1
Part 1. SPECIAL TERMS AND CONDITIONS	1
1.1 Definitions	1
1.2 Authority	1
1.3 Purpose	1
1.4 Order of Precedence	1
1.5 5- year deferral for start-up systems	2
1.6 Competitive Bidding Requirements	2
1.7 Default in Repayment	2
1.8 Investment Grade Audit	2
1.9 Sub-Contractor Data Collection	2
1.10 Eligible Project Costs	2
1.11 Historical and Cultural Resources	3
1.12 Performance Incentives	3
1.13 Project Completion Amendment and Certified Project Completion Report	4
1.14 Project Signs	4
1.15 Rate Loan Forgiveness and Term of Loan	5
1.16 Recapture	5
1.17 Reimbursement Procedures and Payment	5
1.18 Repayment	6
1.19 Reports	7
1.20 Termination for Cause	7
1.21 Termination for Convenience	7
1.22 Time of Performance	7
1.23 Contract Suspension	7
1.24 Special Conditions	8
1.25 Loan Security	8
Part 2. GENERAL TERMS AND CONDITIONS	9
2.1 DEFINITIONS	9
2.2 Allowable Costs	9
2.3 ALL WRITINGS CONTAINED HEREIN	9
2.4 AMENDMENTS	9
2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35	9
2.6 APPROVAL	9
2.7 ASSIGNMENT	10
2.8 ATTORNEYS’ FEES	10
2.09 CODE REQUIREMENTS	10
2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	10
2.11 CONFORMANCE	10
2.12 CONFLICT OF INTEREST	11
2.13 COPYRIGHT PROVISIONS	11
2.14 DISALLOWED COSTS	11
2.15 DISPUTES	12
2.16 DUPLICATE PAYMENT	12
2.17 GOVERNING LAW AND VENUE	12
2.18 INDEMNIFICATION	12
2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR	13
2.20 INDUSTRIAL INSURANCE COVERAGE	13
2.21 LAWS	13
2.22 LICENSING, ACCREDITATION AND REGISTRATION	13

2.23	LIMITATION OF AUTHORITY	13
2.24	Local Public Transportation Coordination	13
2.25	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	13
2.26	PAY EQUITY	13
2.27	POLITICAL ACTIVITIES.....	14
2.28	PREVAILING WAGE LAW	14
2.29	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION.....	14
2.30	PUBLICITY.....	14
2.31	RECAPTURE	14
2.32	RECORDS MAINTENANCE	15
2.33	REGISTRATION WITH DEPARTMENT OF REVENUE	15
2.34	RIGHT OF INSPECTION	15
2.35	SAVINGS	15
2.36	SEVERABILITY	15
2.37	SUBCONTRACTING	15
2.38	SURVIVAL	16
2.39	TAXES.....	16
2.40	TERMINATION FOR CAUSE	16
2.41	TERMINATION FOR CONVENIENCE	16
2.42	TERMINATION PROCEDURES.....	16
2.43	TREATMENT OF ASSETS.....	17
2.44	WAIVER	17
ATTACHMENT I: ATTORNEY’S CERTIFICATION		18

CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of White Salmon
PC23-96103-130

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of White Salmon** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney





Date

Name

File Attachments for Item:

I. PWB Contract Approval - North Main/Spring St Water Improvements (\$1,942,800)



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

CITY COUNCIL REPORT

☐ Business Item

☒ Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

February 15, 2023

Agenda Item:

PWB Construction Loan Contract PC23-96103-129 N Main and Spring Water Improvements (\$1,942,800)

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Motion to authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-129 N Main and Spring Water Improvements in the amount not to exceed \$1,942,800.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-129 N Main and Spring Water Improvements in the amount not to exceed \$1,942,800.

Explanation of Issue:

The Public Works Board has provided draft contracts for loan funding for the North Main and Spring Water Improvements.

Approvals from the city clerk and attorney have been provided to PWB. We do not anticipate the documents will change and therefore are requesting council approval. If the agreement changes between the approved version and the one the Mayor signs, it will have to be ratified at the next council meeting.

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:

The adopted 2023 budget accounts for the funding from Public Works Board Loans to complete the N Main and Spring Water Improvements.

Recommendation of Staff/Committee:

Staff recommends council authorize the mayor to sign Public Works Board Construction Loan Contract PC23-96103-129 N Main and Spring Water Improvements in the amount not to exceed \$1,942,800.

Follow Up Action:

Upon receipt of electronic contract from the Public Works Board, contract will be reviewed for potential changes and all signatures will be acquired.

CONTRACT FACE SHEET

Contract Number: PC23-96103-129

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of White Salmon PO Box 2139 White Salmon, WA 98672		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,942,800.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0000319-00	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Date: Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of White Salmon
Loan Number: PC23-96103-129

PROJECT INFORMATION

Project Title: North Main/Spring St Water Improvements
Project City: White Salmon
Project State: **Washington**
Project Zip Code: 98672

LOAN INFORMATION

Loan Amount: \$1,942,800.00
Total Estimated Cost: \$2,125,300
Total Estimated Project Funding: \$1,942,800.00
Loan Forgiveness % (if applicable): %
Loan Term: 20
Interest Rate: 1.39%
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the **Domestic Water system**. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The proposed project is for construction of a new booster pump station and water main improvements. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



TABLE OF CONTENTS

CONTRACT TERMS AND CONDITIONS	1
Part 1. SPECIAL TERMS AND CONDITIONS	1
1.1 Definitions	1
1.2 Authority	1
1.3 Purpose	1
1.4 Order of Precedence	1
1.5 5- year deferral for start-up systems	2
1.6 Competitive Bidding Requirements	2
1.7 Default in Repayment	2
1.8 Investment Grade Audit	2
1.9 Sub-Contractor Data Collection	2
1.10 Eligible Project Costs	2
1.11 Historical and Cultural Resources	3
1.12 Performance Incentives	3
1.13 Project Completion Amendment and Certified Project Completion Report	4
1.14 Project Signs	4
1.15 Rate Loan Forgiveness and Term of Loan	5
1.16 Recapture	5
1.17 Reimbursement Procedures and Payment	5
1.18 Repayment	6
1.19 Reports	7
1.20 Termination for Cause	7
1.21 Termination for Convenience	7
1.22 Time of Performance	7
1.23 Contract Suspension	7
1.24 Special Conditions	8
1.25 Loan Security	8
Part 2. GENERAL TERMS AND CONDITIONS	9
2.1 DEFINITIONS	9
2.2 Allowable Costs	9
2.3 ALL WRITINGS CONTAINED HEREIN	9
2.4 AMENDMENTS	9
2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35	9
2.6 APPROVAL	9
2.7 ASSIGNMENT	10
2.8 ATTORNEYS’ FEES	10
2.09 CODE REQUIREMENTS	10
2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	10
2.11 CONFORMANCE	10
2.12 CONFLICT OF INTEREST	11
2.13 COPYRIGHT PROVISIONS	11
2.14 DISALLOWED COSTS	11
2.15 DISPUTES	12
2.16 DUPLICATE PAYMENT	12
2.17 GOVERNING LAW AND VENUE	12
2.18 INDEMNIFICATION	12
2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR	13
2.20 INDUSTRIAL INSURANCE COVERAGE	13
2.21 LAWS	13
2.22 LICENSING, ACCREDITATION AND REGISTRATION	13

2.23	LIMITATION OF AUTHORITY	13
2.24	Local Public Transportation Coordination	13
2.25	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	13
2.26	PAY EQUITY	13
2.27	POLITICAL ACTIVITIES.....	14
2.28	PREVAILING WAGE LAW	14
2.29	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION.....	14
2.30	PUBLICITY.....	14
2.31	RECAPTURE	14
2.32	RECORDS MAINTENANCE	15
2.33	REGISTRATION WITH DEPARTMENT OF REVENUE	15
2.34	RIGHT OF INSPECTION	15
2.35	SAVINGS	15
2.36	SEVERABILITY	15
2.37	SUBCONTRACTING	15
2.38	SURVIVAL	16
2.39	TAXES.....	16
2.40	TERMINATION FOR CAUSE	16
2.41	TERMINATION FOR CONVENIENCE	16
2.42	TERMINATION PROCEDURES.....	16
2.43	TREATMENT OF ASSETS.....	17
2.44	WAIVER	17
ATTACHMENT I: ATTORNEY’S CERTIFICATION		18

CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of White Salmon
PC23-96103-129

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of White Salmon** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

File Attachments for Item:

J. Resolution 2023-02-556 2023 Arbor Day Observance

Resolution 2023-02-556

**A RESOLUTION BY THE CITY OF WHITE SALMON, WASHINGTON DECLARING
MARCH 18, 2023 AS ARBOR DAY**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

THEREFORE, the City Council of the City of White Salmon, do hereby proclaim March 18, 2023 as Arbor Day in the City of White Salmon, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, urges all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

PASSED by the City Council of the City of White Salmon, Washington. Dated this 15th day of February, 2023.

CITY OF WHITE SALMON, WASHINGTON

Marla Keethler, Mayor

ATTEST:

Stephanie Porter, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney

File Attachments for Item:

K. Small Works Contract - Klickitat Tree Operations LLC - 2023 Tree Maintenance (\$967.50)



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

CITY COUNCIL REPORT

☐ Business Item

☒ Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

February 15, 2023

Agenda Item:

Klickitat Tree Operations, LLC - Small Works Contract –
Sweet Gum Tree Pruning (\$967.50)

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign the Small Works Contract with Klickitat Tree Operations, LLC for Sweet Gum Tree Pruning not to exceed \$967.50.

Motion for Business Item / Proposed Motion for Consent Agenda:

Authorization for the mayor to sign the Small Works Contract with Klickitat Tree Operations, LLC for Sweet Gum Tree Pruning not to exceed \$967.50.

Explanation of Issue:

Please see Small Works Contract attached.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

There is \$5,000 approved in the 2023 Budget available in the street fund for Tree Maintenance.

Recommendation of Staff/Committee:

Staff Recommends council the mayor to sign the Small Works Contract with Klickitat Tree Operations, LLC for Sweet Gum Tree Pruning not to exceed \$967.50.

Follow Up Action:

Contract signatures and filing.

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	Klickitat Tree Operation, LLC	Department:	Public Works - Street
Name:	Wade Striedieck	Date:	February 15, 2023
Address:	PO Box 2290, White Salmon, WA 98672	Department Contact:	Troy Rayburn
Contact:	Wade Striedieck	Phone:	(509) 493-1133
Phone:	509-310-3113	Fax:	(509) 493-1231
Fax:	N/A	Email:	administrator@ci.white-salmon.wa.us
Email:	klickitattree@gmail.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 \$35,000, the contractor may elect to a 50% retainage in lieu of a Contract Bond. Retainage is required.

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: As soon as possible - No later than March 31, 2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Total Contract Fixed Price (Including Tax): <div style="text-align: center; font-weight: bold;">\$967.50</div> </td> </tr> <tr> <td style="padding: 5px; text-align: center;"> <i>OR</i> </td> </tr> <tr> <td style="padding: 5px;"> Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: N/A </td> </tr> </table>	Total Contract Fixed Price (Including Tax): <div style="text-align: center; font-weight: bold;">\$967.50</div>	<i>OR</i>	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: N/A
Total Contract Fixed Price (Including Tax): <div style="text-align: center; font-weight: bold;">\$967.50</div>				
<i>OR</i>				
Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: N/A				
Description of Work: Pruning of Sweet Gum Tree per attached scope of work; Exhibit A.				
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:				
<p>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.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Contractor:</u> </div> <div style="width: 45%;"> <u>City Department Approval:</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> _____ (Signature) </div> <div style="width: 15%;"> _____ (Date) </div> <div style="width: 30%;"> _____ Marla Keethler, Mayor </div> <div style="width: 15%;"> _____ (Date) </div> </div> <div style="margin-top: 10px;"> Print Name _____ </div> <div style="margin-top: 20px;"> Approved as to form: </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> _____ City Attorney </div> <div style="width: 10%;"> _____ (Date) </div> </div> <div style="margin-top: 10px;"> Approved by Council: February 15, 2023 </div>				
Distribution Account Codes: _____ - _____ <div style="display: flex; justify-content: space-around; width: 80%; margin: 0 auto;"> Program Object </div>				

Exhibit A

2023 Tree Maintenance Scope of Work

The City of White Salmon is seeking bids for conducting tree maintenance on the sweet gum tree located at 218 Jewett Blvd.

Work shall be guided by the May 2022 Treecology Report on the Sweetgum tree and the December 2018 Peninsula Urban Forestry Sweetgum Pruning Prescription.

All work will be overseen by an International Society of Arboriculture (ISA) certified arborist possessing a minimum of three years full-time experience working in the tree care profession. The certified arborist can be employed by the contractor or can be a subcontractor of the contractor. All trimmings are to be disposed of by the contractor.

All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday.

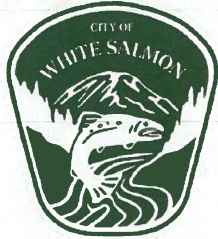
Pruning work shall be completed by March 31, 2023.

This project is subject to Washington State prevailing wages.

File Attachments for Item:

A. Public Hearing - Ordinance 2023-02-1124 Imposing an Additional 0.1% Sales Tax for the Transportation Benefit District

1. Presentation and Discussion
2. Public Hearing
3. Action



Department Head: AP

Clerk/Treasurer: AP

City Administrator: AP

Mayor: JK

CITY COUNCIL REPORT

☒ Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:

Presented By:

☐ Consent Agenda

Yes, completed
February 15, 2023
Ordinance 2023-02-1124, Imposing an Additional Sales and Use Tax of 0.1% Within the White Salmon Transportation Benefit District Boundaries
Stephanie Porter, Clerk Treasurer and Troy Rayburn, City Administrator

Action Required:

Motion to approve Ordinance 2023-02-1124, Imposing an Additional Sales and Use Tax of 0.1% Within the White Salmon Transportation Benefit District Boundaries.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2023-02-1124, Imposing an Additional Sales and Use Tax of 0.1% Within the White Salmon Transportation Benefit District Boundaries.

Explanation of Issue:

The City of White Salmon Transportation Benefit District was established by City Council in December 2022. The boundaries of the district are consistent with White Salmon City Limits.

The City of White Salmon City Council assumed the rights, powers, immunities, functions, and obligations of the White Salmon Transportation Benefit district in January 2023.

The City Council may, by majority vote (Council Manic), impose 0.1% sales and use tax to fund the White Salmon Transportation Benefit District for a period of ten years without the vote of the people. After 10 years, the council may choose to request by the vote of the people a renewal of sales tax funding up to 0.3% for the Transportation Benefit District (RCW 82.14.0455).

Revenues generated may be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining and/or funding transportation improvements within the White Salmon Transportation Benefit District Boundaries, identified in the City's Six-Year Transportation Improvement Program (adopted in 2022) and the City of White Salmon's Transportation System Plan (to be adopted in 2023).

The revenues generated will require a separate Street Construction Fund (302) which will need to be established by the council within the meeting any revenue is approved. The revenues generated by the TBD Sales and Use Tax are restricted and may only be used for the above-mentioned purposes (also defined in RCW 36.73).



Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This revenue would be allocated to the Street Construction Fund (302). The use of the funds generated by the proposed 0.01% sales and use tax can only be used for Transportation Capital Projects identified in the Capital Improvement Plan.

It is projected that this additional sales tax would generate approximately \$72,791 in annual revenue. The earliest implementation would be July 1, 2023. Sales Tax Revenue Collected in July 2023 will be remitted to the City of White Salmon in September 2023.

By September 1, 2024 the estimated \$72,791 in revenue would be realized in the Street Construction Fund (302).

Recommendation of Staff/Committee:

Staff recommends council approve Ordinance 2023-02-1124, Imposing an Additional Sales, and Use Tax of 0.1% Within the White Salmon Transportation Benefit District Boundaries, to aid in funding necessary Transportation Capital Improvements that are currently unfunded.

The current available revenue source for the City's Street Fund is property taxes. The increase cap of 1% has not allowed the revenues to keep up with inflation. This has created a deficit for capital improvement funding. The City currently relies heavily on Grant and Loan funding to complete necessary street infrastructure projects. Although this funding will not generate enough revenue to complete large projects, it does offer the additional revenue to be used for smaller capital projects and grant award match funds.

Follow Up Action:

If approved, the council will need to establish a Street Construction Fund (302) within the same council meeting. The ordinance will be effective 5 days after publication (February 28, 2023). At that time, the Clerk Treasurer will register the additional sales tax with the Department of Revenue (no later than April 17, 2023) for implementation starting July 1, 2023.

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-02-1124**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, IMPOSING AN
ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT WITHIN
THE BOUNDARIES OF THE WHITE SALMON TRANSPORTATION BENEFIT
DISTRICT FOR THE PURPOSE OF FINANCING COSTS ASSOCIATED WITH
TRANSPORTATION IMPROVEMENTS IN THE DISTRICT IDENTIFIED HEREIN AS
AUTHORIZED BY RCW 36.73.040; ESTABLISHING SEVERABILITY AND AN
EFFECTIVE DATE**

WHEREAS, the City Of White Salmon Transportation Benefit District was established pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City of White Salmon Ordinance 2022-12-1119 in December 2022; and

WHEREAS, by Ordinance 2023-01-1121, the City of White Salmon assumed the rights, powers, immunities, functions and obligations of the White Salmon Transportation Benefit district, pursuant to Chapter 36.74 RCW allowing for said assumption; and

WHEREAS, the City of White Salmon enacted Ordinance 2022-12-1119 in December 2022, establishing boundaries for the White Salmon Transportation Benefit District which are coterminous with the boundaries of the City of White Salmon City Limits; and

WHEREAS, the City's necessary transportation improvement projects are identified in the city's Six-Year Transportation Improvement Program and will be incorporated in the City's Transportation System Plan (to be adopted in 2023); and

WHEREAS, Ordinance 2022-12-1119 provides that funds generated by the White Salmon Transportation Benefit District shall be used for transportation improvements that construct, reconstruct, preserve, maintain and operated the planned and/or existing transportation infrastructure of the District, consistent with the requirements of RCW 36.73; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in amount not exceeding one-tenth of one percent (0.1%) for a period of 10 years upon a majority vote of the governing board of the District for the purpose of financing certain transportation improvements; and

WHEREAS, the City of White Salmon has identified the sales and use tax authorized by RCW 82.14.0455, as well as any other lawful funding sources available to the District pursuant to RCW 36.73.040, as funding sources available to the White Salmon Transportation Benefit District; and

WHEREAS, a sales and use tax will be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining and/or funding transportation improvements within the White Salmon Transportation Benefit District, which are coterminous with the City of White Salmon City Limits and which are identified in the City's Six-Year Transportation Improvement Program the City of White Salmon's Transportation System Plan (to be adopted in 2023); and

WHEREAS, a sales and use tax will apply to all persons who shop and thereby use streets and roadways in the City of White Salmon; and

WHEREAS, the City Council of the City of White Salmon has considered this matter during a public meeting of said Council, has given the matter careful review and consideration, and finds that the best interests of the City of White Salmon and the District will be served by the passage of this ordinance;

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

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Addition of 0.1% Sales Tax. The City Council, as the governing body of the White Salmon Transportation Benefit District finds that it is in the best interest of the City and the District to impose a sales and use tax of one-tenth of one percent (.001) pursuant to sections 36.73.040(3)(a), 36.73.065(4)(v), and 8214.0455 of the Revised Code of Washington for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not exceeding ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 of the Revised Code of Washington, as amended, upon the occurrence of any taxable event within the boundaries of the White Salmon Transportation Benefit District which is conterminous with the City of White Salmon City Limits.

Section 3. Description of Transportation Improvements. The revenues from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund the following described transportation improvements:

A. Projects in the District identified in the City of White Salmon's Six-Year Transportation Improvement Program and the City of white Salmon's Transportation System Plan (to be adopted in 2023);

B. Expanded projects identified in accordance with section 36.73.160 of the Revised Code of Washington, as amended.

The cost of all construction, maintenance, preservation, operation, design, engineering, construction management, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing described transportation benefit district projects shall be deemed to be part of the transportation improvements.

Section 4. Notice of the Department of Revenue. The Clerk Treasurer is instructed to submit this Ordinance to the Washington Department of Revenue (DOR), and to direct DOR to take all steps necessary to immediately implement and collect the tax imposed by this Ordinance.

Section 5. Severability. If any provision of this ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the imposition or collection of the tax authorized herein.

Section 6. Regulatory Conflicts. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

Section 7. Corrections. Upon approval of the City Attorney, the City Clerk Treasurer is authorized to make necessary corrections to this Ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbers.

Section 8. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city and shall take effect and be in full force five (5) days after publication provided, that the additional sales and use imposed by Section 2 shall apply only to taxable events occurring on and after July 1, 2023.

This ordinance and the sales and use tax imposed herein shall automatically expire without further action of the City Council of the City of White Salmon ten (10) years after the effective date noted above on June 30, 2033.

PASSED in regular session this 15th day of February, 2023.

Marla Keethler, Mayor

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

DRAFT

RESOLUTION NO. 2022-05-541

**A RESOLUTION OF THE CITY OF WHITE SALMON ADOPTING
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR 2023-2028**

WHEREAS, as required by State and/or Federal law, the City must adopt a revised Transportation Program annually to determine the current City's transportation needs; and

WHEREAS, the proposed Transportation Program has been submitted by staff to be reviewed by the City Council; and

WHEREAS, a public hearing has been held by the White Salmon City Council on May 18, 2022 to take public input in the proposed Transportation Program update.

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

Section 1

The updated White Salmon Six-Year Transportation Program is attached hereto, marked as Exhibit "A" and by this reference incorporated herein.

ADOPTED by the City Council of the City of White Salmon, Washington, at a regularly scheduled open public meeting thereof this 18th day of May, 2022.


Marla Keethler, Mayor

Attest:


Jan Brending, Clerk-Treasurer

Approved as to Form:



Kenneth Woodrich, City Attorney



Exhibit A

Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	1	Spring Street from Estes to East City Limits Spring Estes to East City Limits Reconstruction and sidewalk/path on one side	1553	05/18/22				03		0.270		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023		0		0	1,910,081	1,910,081
Totals				0		0	1,910,081	1,910,081

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,910,081	0	0	0	0
Totals	1,910,081	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	2	SW Waubish Street from Jewett to End SW Waubish Street Jewett Blvd to End Chip Seal	1437	05/18/22				05		0.260		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023		0		0	67,974	67,974
Totals				0		0	67,974	67,974

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	67,974	0	0	0	0
Totals	67,974	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	Church Street from Jewett to Hood Church Street Jewett Blvd. to Hood Street Reconstruct Church Street from Jewett Blvd. to Hood Street with curb on both sides and sidewalk/path on the west side.	1554	05/18/22				03	S W	0.120		No

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	ALL	2024		0		0	727,734
Totals				0		0	727,734

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	727,734	0	0	0
Totals	0	727,734	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	4	NE Scenic from Main to Estes NE Scenic Main to Estes Reconstruct roadway and add sidewalks to both sides - tied to proposed community center	1441	05/18/22				03		0.170		No

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	ALL	2025		0		0	764,033
Totals				0		0	764,033

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	764,033	0	0
Totals	0	0	764,033	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	5	NE Hood from Main to Estes NE Hood Main to Estes Chip Seal	1442	05/18/22				05		0.180		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0		0	19,772	19,772
Totals				0		0	19,772	19,772

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	19,772	0	0
Totals	0	0	19,772	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	6	SE 2nd Avenue from Jewett to Oak SE 2nd Avenue Jewett to Oak Reconstruct roadway with sidewalk/path on one side	1447	05/18/22				03		0.110		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0		0	700,364	700,364
Totals				0		0	700,364	700,364

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	700,364	0
Totals	0	0	0	700,364	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	7	Grandview Blvd. from Jewett to O'Keefe Grandview Blvd. Jewett to O'Keefe Reconstruct roadway with sidewalk/path on one side	WA-14291	05/18/22				04		0.140		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0		0	700,364	700,364
Totals				0		0	700,364	700,364

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	700,364
Totals	0	0	0	0	700,364



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	8	NE Columbia Street from Main to Estes NE Columbia Street Main to Estes Reconstruction and sidewalk/path on one side	1435	05/18/22				04	C G P S T W	0.240		No

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	ALL	2027		0		0	200,558
Totals				0		0	200,558

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	200,558
Totals	0	0	0	0	200,558



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	9	NW Achor Avenue from Academy to End NW Achor Academy to End Reconstruct roadway	1444	05/18/22				04		0.130		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0		0	700,364	700,364
Totals				0		0	700,364	700,364

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	700,364
Totals	0	0	0	0	700,364



Six Year Transportation Improvement Program From 2023 to 2028

Agency: White Salmon

County: Klickitat

MPO/RTPO: RTC

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	10	Oak Street from 1st to 6th Oak 1st to 6th Reconstruction of road with sidewalk/path on one side	1446	05/18/22				03		0.280		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2028		0		0	1,528,065	1,528,065
Totals				0		0	1,528,065	1,528,065

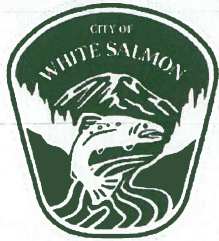
Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	1,528,065
Totals	0	0	0	0	1,528,065

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for White Salmon	0	0	7,319,309	7,319,309

File Attachments for Item:

B. Public Hearing - Ordinance 2023-02-1125 Imposing a Additional Vehicle Licensing Fee for the Transportation Benefit District

1. Presentation and Discussion
2. Public Hearing
3. Action



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

CITY COUNCIL REPORT

☒ Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:

☐ Consent Agenda

Yes, completed
February 15, 2023
Ordinance 2023-02-1125, Establishing a Vehicle Licensing Fee Within the White Salmon Transportation Benefit District Boundaries
Presented By: Stephanie Porter, Clerk Treasurer and Troy Rayburn, City Administrator

Action Required:

Motion to approve Ordinance 2023-02-1125, Establishing an Annual Vehicle Licensing Fee Within the White Salmon Transportation Benefit District Boundaries.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2023-02-1125, Establishing an Annual Vehicle Licensing Fee Within the White Salmon Transportation Benefit District.

Explanation of Issue:

The City of White Salmon Transportation Benefit District was established by City Council in December 2022. The boundaries of the district are consistent with White Salmon City Limits.

The City of White Salmon City Council assumed the rights, powers, immunities, functions, and obligations of the White Salmon Transportation Benefit district in January 2023.

The City Council may, by majority vote, impose an annual vehicle license fee to fund the White Salmon Transportation Benefit District for a period of ten years.

A transportation benefit district under chapter RCW 36.73 may fix and impose an annual vehicle fee, not to exceed one hundred dollars (\$100) per vehicle registered in the district, for each vehicle subject to vehicle license fees.

Fee options identified in RCW 82.80.140 (2)(a) that may be imposed by the TBD without the of the vote of the people include:

- up to Twenty dollars (\$20) of the authorized vehicle fee
- up to forty dollars (\$40) of the authorized vehicle fee if a twenty dollars (\$20) vehicle fee has been imposed for at least 2-years,
- up to fifty dollars of the authorized vehicle fee if a vehicle fee of forty dollars has been imposed for at least 2-years and a district has met the requirements of RCW 36.73.065 (any fee over \$50 is subject to special noticing and is subject to referendum by voters).

The following vehicles are **exempt** from the fee:

- Campers, as defined in RCW 46.04.085;
- Farm tractors or farm vehicles, as defined in RCW 46.04.180 and 46.04.181;
- Mopeds, as defined in RCW 46.04.304;
- Off-road and nonhighway vehicles, as defined in RCW 46.04.365;



Department Head: _____

Clerk/Treasurer: _____

City Administrator: _____

Mayor: _____

- Private use single-axle trailer, as defined in RCW [46.04.422](#);
- Snowmobiles, as defined in RCW [46.04.546](#); and
- Vehicles registered under chapter [46.87](#) RCW and the international registration plan.

Revenues generated may be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining and/or funding transportation improvements within the White Salmon Transportation Benefit District Boundaries, identified in the City's Six-Year Transportation Improvement Program and the City of White Salmon's Transportation System Plan (to be adopted in 2023).

The revenues generated will require a separate Street Construction Fund (302) which will need to be established by the council within the meeting any revenue is approved. The revenues generated by the TBD Vehicle Licensing Fee are restricted and may only be used for the above-mentioned purposes (also defined in [RCW 36.73](#)).

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

This revenue would be allocated to the Street Construction Fund (302). The use of the funds generated by the proposed \$20 Annual Licensing Fee may only be used for Transportation Capital Projects identified in the Transportation System Plan.

It is projected that this additional fee would generate approximately \$46,212 annually. This is based on an estimate of 1.8 vehicles/household. Staff is working with Department of Licensing to obtain an accurate registration count, and anticipates that information in advance of the hearing.

The earliest implementation would be August 28, 2023. Vehicle Licensing Revenue Collected in August 2023 will be remitted to the City of White Salmon in November 2023. By September 1, 2024 the estimated \$46,212 in revenue would be realized in the Street Construction Fund (302).

Recommendation of Staff/Committee:

Staff does not have a recommendation; this revenue consideration was requested by council.

Follow Up Action:

If approved, the council will need to establish a Street Construction Fund (302) within the same council meeting. The ordinance will be effective 5 days after publication (February 28, 2023). At that time, the Clerk Treasurer will Notify the Department of Licensing for implementation starting August 28, 2023 (180 days after publishing).

Reference links: [RCW 36.73](#), [RCW 46.04](#), [RCW 82.80.140](#)

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-02-1125**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, ESTABLISHING AN
ANNUAL VEHICLE LICENSE FEE; ESTABLISHING SEVERABILITY AND AN
EFFECTIVE DATE**

WHEREAS, Chapter 36.73 RCW enables cities and counties to create transportation benefit districts to finance and carry out transportation improvements necessitated by economic development and to improve the performance of transportation systems; and

WHEREAS, the City Council of the City of White salmon approved Ordinance 2022-12-1119 establishing the White Salmon Transportation Benefit District pursuant to Chapter 36.73 RCW for the purpose of funding transportation construction, reconstruction, maintenance and operation and improvement projects that are consistent with existing state, regional, and local transportation plans; and

WHEREAS, the City Council approved Ordinance 2023-02-1121 on January 18, 2023 assuming governing control of the District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to initially impose, by majority vote, a twenty dollar (\$20.00) annual vehicle license fee as authorized in RCW 82.80.040; and

WHEREAS, in accordance with RCW 82.80.140, the new vehicle license fee may not be collected until six (6) months after approval of this action by the council; and

WHEREAS, the City Council finds it to be in the best interest of the city and the District to establish an annual vehicle license fee in the amount of twenty (\$20.00) for the purpose of preserving, maintaining, operating, constructing, or reconstructing the transportation infrastructure of the District and funding improvements with the District that are consistent with the TBD Projects;

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

Section 1. Annual Vehicle License Fee Established. An annual vehicle license fee of twenty dollars (\$20.00) is hereby established. Consistent with RCW 36.73.065(4)(a)(i), as written or hereafter amended, to be collected by the Washington Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140, as written or hereafter amended.

Section 2. Revenue Restrictions. The revenues received from the twenty dollar (\$20.00) vehicle license fee shall only be expended on TBD Projects approved by the city pursuant to Ordinance 2022-12-1119 and state law.

Section 3. Vehicle License Fee Collection Effective Date. The annual vehicle license fee shall take effect for notices mailed in 2023 for vehicle license renewals due on or after August 27, 2023, or as soon thereafter as the Washington Department of Licensing is reasonably able to incorporate collection of the \$20.00 fee; but in no event shall the vehicle license fee be collected sooner than one hundred and eighty days after approval of this ordinance, pursuant to RCW 36.73.065 and RCW 82.80.140(4). The vehicle license fee shall be collected during the term of the existence of the district and shall cease to be collected upon dissolution of the District.

Section 4. Notice to Department of Licensing. The City Council directs the City Clerk Treasurer to notify the Washington Department of Licensing (DOL) of the vehicle license fee established in Section 1 of this ordinance and to request that DOL take all steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

Section 5. Severability. If any provision of this ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the imposition or collection of the tax authorized herein.

Section 6. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

PASSED in regular session this 15th day of February, 2023.

Marla Keethler, Mayor

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

C. Ordinance 2023-02-1126 Creating WSMC 3.24.125 Street Construction Fund

1. Presentation and Discussion

2. Action



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

CITY COUNCIL REPORT

☒ Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:

Presented By:

☐ Consent Agenda

Yes, completed
February 15, 2023
Ordinance 2023-02-1126, Adding Street Construction Fund to the City of White Salmon Fund Structure.
Stephanie Porter, Clerk Treasurer

Action Required:

Motion to approve Ordinance 2023-02-1126, Adding Street Construction Fund to the City of White Salmon Fund Structure.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Ordinance 2023-02-1126, Adding Street Construction Fund to the City of White Salmon Fund Structure.

Explanation of Issue:

The City of White Salmon Transportation Benefit District was established by City Council in December 2022. The boundaries of the district are consistent with White Salmon City Limits.

The City of White Salmon City Council assumed the rights, powers, immunities, functions, and obligations of the White Salmon Transportation Benefit district in January 2023.

State Law require a separate Street Construction Fund (302) to receive all revenues generated for the Transportation Benefit District. The revenues generated by the TBD Sales and Use Tax are restricted and may only be used for the above-mentioned purposes (also defined in RCW 36.73).

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.

Fiscal Analysis:

This revenue would be allocated to the Street Construction Fund (302). The use of the funds generated by the proposed 0.01% sales and use tax can only be used for Transportation Capital Projects identified in the Capital Improvement Plan.

Recommendation of Staff/Committee:

Staff recommends council approve Ordinance 2023-02-1126, Adding Street Construction Fund to the City of White Salmon Fund Structure.

Follow Up Action:

Creation of fund.

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-02-1126**

**AN ORDINANCE ADDING THE STREET CONSTRUCTION FUND TO THE FUND
STRUCTURE OF THE CITY OF WHITE SALMON, WASHINGTON.**

WHEREAS, the number of funds established by ordinance has a need to be updates due to revised financial needs of the City of White Salmon leading to the addition of restricted funds; and

WHEREAS, the City Of White Salmon Transportation Benefit District was established pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City of White Salmon Ordinance 2022-12-1119 in December 2022; and

WHEREAS, by Ordinance 2023-01-1121, the City of White Salmon assumed the rights, powers, immunities, functions and obligations of the White Salmon Transportation Benefit district, pursuant to Chapter 36.74 RCW allowing for said assumption; and

WHEREAS, Ordinance 2022-12-1119 provides that funds generated by the White Salmon Transportation Benefit District shall be used for transportation improvements that construct, reconstruct, preserve, maintain and operated the planned and/or existing transportation infrastructure of the District, consistent with the requirements of RCW 36.73; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

WHEREAS, the City of White Salmon has identified the sales and use tax authorized by RCW 82.14.0455, as well as any other lawful funding sources available to the district pursuant to RCW 36.73.040, as funding sources available to the White Salmon Transportation Benefit District; and

WHEREAS, the City Council of the City of White Salmon has approved by ordinance revenue sources defined as restricted funds for the White Salmon Transportation Benefit District;

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

Section 1. The following section is added to the WSMC Chapter 3.24.125 as follows:

3.24. STREET CONSTRUCTION FUND

A fund to be known as the “Street Construction Fund” is created. The purpose of this funds is to hold any money generated by the White Salmon Transportation Benefit District. The funds shall be used for transportation improvements that construct, reconstruct, preserve, maintain and operated the planned and/or existing transportation infrastructure of the District,

consistent with the requirements of RCW 36.73. Any interest accrued by the fund shall be credited to the fund.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five (5) days after passable and publication of an approved summary consisting of the title.

PASSED in regular session this 15th day of February, 2023.

Marla Keethler, Mayor

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

D. Transmission Main Replacement Project - Phase I 2022 Bid Results and Award

1. Presentation and Discussion

2. Action



Department Head: _____

Clerk/Treasurer: AP

City Administrator: RL

Mayor: JK

COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:

Yes, completed

February 15, 2023

Transmission Main Replacement Project - Phase I 2022 Bid
Results and Notice of Award

Stephanie Porter, Clerk Treasurer

Action Required:

Council should review recommendation made by Engineer Dave Jepsen from Anderson Perry and the department report from Public Works (included in packet under Department Reports). A motion will need to be made to authorize the Mayor to Award the Transmission Main Replacement Project Phase 1 Option A with additive alternates 1, 2 and 3 to North Cascade Excavating, LLC as the verified low bidder in the amount not to exceed \$3,607,259.26.

Proposed Motion for Business Item:

Motion to authorize the Mayor to issue Notice of Award, after the Public Works Board Contract agreement is approved by all parties, for the Transmission Main Replacement Project Phase 1 for bid option A with additive alternates 1, 2 and 3 to North Cascade Excavating, LLC as the verified low bidder in the amount not to exceed \$3,607,259.26

Explanation of Issue:

Bids for the Transmission Main Replacement Project - Phase I 2022 project were received and opened at City Hall on February 2, 2023. The City of White Salmon received seven bids total.

There were two bid options for the base bid:

Bid Option A - installation of ductile iron (DI) pipe

Bid Option B - installation of high-density polyethylene (HDPE) pipe.

The two lowest bids were:

Bid Option A from North Cascade Excavating, LLC

Bid Option B from James Dean Construction

The lowest apparent bidder was North Cascade LLC with a bid approximately \$232,000 lower than the bid from James Dean Construction.

Current supply chain issues for materials would affect the bidder/contractor's ability to start and complete the project work.

Bid Option A supply chain issues are more pronounced with delivery times for ductile iron pipe reported to be 20 to 30 weeks and valves 12 to 16 weeks once the pipe/valves are ordered.

Bid Option B, delivery times for HDPE pipe is 4 to 8 weeks and valves 12 to 16 weeks.

Based on these projected material delivery times and assuming that the materials were ordered in mid-March 2023:

Bid Option A work could optimistically start in August 2023, could not be completed until 2024 with some work completed in 2023.

Bid Option B work could optimistically begin in June 2023, construction is anticipated to extend into 2024.

The apparent low bidder for all 3 alternates was North Cascade Excavating LLC.

If the City were to award **Bid Option A** and any or all the Additive Alternates, then North Cascade Excavating LLC would be considered the apparent low bidder at \$3,607,259.26.

If the City were to award **Bid Option B**, and any or all of the Additive Alternates, then James Dean Construction would be considered the apparent low bidder at \$3,956,370.88.

Both bid prices are within the current construction budget of \$4.087 million. In addition to the construction budget, there is a contingency budget of \$760,400, which can be used to address changes to the project and other increased costs such as higher interim financing and construction administration costs.

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:

The adopted budget contains the following funding for the Transmission Main Replacement Phase 1 Project:

USDA Rural Development Loan:	\$ 2,333,000
USDA Rural Development Grant:	\$ 999,999
Public Works Board Loan:	\$ 1,855,100

Interim Financing will incur interest fees (3.80%) as follows based on the project timeline:

Bid Option A (projected completion date November 2024): \$136,377.25

Bid Option B (projected completion date April 2023): \$101,365.00

Including estimated interim financing charges, **Option A** would still be the apparent lowest bidder.

Recommendation of Staff/Committee:

Staff recommends council authorize the Mayor to issue the Notice of Award after the Public Works Board Contract agreement is approved by all parties for the Transmission Main Replacement Project Phase 1 for bid option A with additive alternates 1, 2 and 3 to North Cascade Excavating, LLC as the verified low bidder in the amount not to exceed \$3,607,259.26

Follow Up Action:

Public Works Board Contract will be completed. Upon completion by all parties, the mayor will be able to issue the Notice of Award to the council approved contractor. Anderson Perry will provide the legal documentation necessary for the Notice of Award.

February 9, 2023

City of White Salmon
100 N. Main Avenue
White Salmon, Washington 98672

ATTN: Stephanie Porter, City Clerk/Treasurer

RE: Transmission Main Replacement Project - Phase I 2022- Rebid Results

Dear Stephanie:

The purpose of this letter is to describe the bid results from February 2, 2023, for the Transmission Main Replacement Project - Phase I 2022 project, which is a rebid of the project. Bids for the project were received and opened at City Hall on February 2, 2023. The City of White Salmon (City) received seven bids total from the following: North Cascade Excavating LLC of Woodland, Washington; James Dean Construction of White Salmon, Washington; Nutter Corporation of Vancouver, Washington; Rotschy, Inc. of Vancouver, Washington; Tapani, Inc. of Vancouver Washington; Advanced Excavating Specialists of Kelso, Washington; and Beam Excavating of Hood River, Oregon. The bids were opened and read, and two irregularities were observed and noted at the bid opening: James Dean Construction and Rotschy, Inc. had not submitted their Subcontractor's List. Both bidders provided their Subcontractor Lists to the City after the bid opening within the time allowed by the Bidding Documents.

After the bid opening, Anderson Perry & Associates, Inc. (AP) entered the bid prices into an Excel spreadsheet to check the price extensions and to verify the total bid amount read, matched what was on each bid (see attached Bid Tabulation). A few errors were noted in some of the bids, but these errors did not change the standing order.

There were two bid options for the base bid: Bid Option A - installation of ductile iron (DI) pipe and Bid Option B - installation of high-density polyethylene (HDPE) pipe. A summary of base bid option amounts and Engineer's Estimate is provided below in Table 1.

TABLE 1
Summary of Base Bid Results

Bidder	Bid Option A Ductile Iron Pipe, \$	Bid Option B HDPE Pipe, \$
North Cascade Excavating, LLC	3,286,355.63	3,670,904.63
Nutter Corporation	3,520,453.00	3,597,068.25
Tapani, Inc.	3,649,453.00	3,756,012.38
Advanced Excavating Specialists	3,985,637.75	4,016,130.12
James Dean Construction	4,108,209.25	3,518,797.50
Rotschy, Inc	4,270,302.05	4,679,093.38
Beam Excavating, Inc.	4,450,037.75	4,901,458.63
Engineer's Estimate	3,995,130.00	4,086,451.25

The total sum of the Base Bid Option A, ranged from \$3,286,553.63 to \$4,450,037.75; the Option B Base Bids, ranged from \$3,518,797.50 to \$4,901,458.63. Roughly half of the bids were below the Engineer's estimate. The two lowest bids were from North Cascade Excavating, LLC for Bid Option A and James Dean Construction for Bid Option B. The lowest apparent bidder was North Cascade LLC with a bid approximately \$232,000 lower than the bid from James Dean Construction. This difference represents approximately 7 percent of the lowest bid. Even though the bid cost spread (difference between low and high bids) for both Bid Options was approximately \$1.2 to \$1.3 million, the bids received appear competitive.

Current supply chain issues for materials would affect the bidder/contractor's ability to start and complete the project work. The supply chain issues with Bid Option A are more pronounced with delivery times for ductile iron pipe reported to be 20 to 30 weeks and valves 12 to 16 weeks once the pipe/valves are ordered. For Bid Option B, delivery times for HDPE pipe is 4 to 8 weeks and valves 12 to 16 weeks. Based on these projected material delivery times and assuming that the materials were ordered in mid-March 2023, Bid Option A work (assuming 20 weeks for pipe delivery) could start in August 2023 and Bid Option B work (assuming 12 weeks for valve delivery) could begin in June 2023. With this projected schedule, Bid Option A could not be completed until 2024 with some work completed in 2023 and the remainder in 2024. Completion of Bid Option B in 2023 is questionable and would depend on having a good fire season (not hot and dry conditions) and the construction season extending into November. Construction of Bid Option B extending into 2024 is anticipated.

Extension of the project construction time would increase the City's interim financing costs and the construction administration of the project. The increase in interim financing costs between the construction being completed in November 2023 and July 2024 is in the order of \$35,000, which is significant but still cost-effective with the \$232,000 cost difference between Bid Options A and B. The anticipated extension of the project would likely extend the construction administration time by six months would result in some increased costs on the order of \$20,000 due to annual increase in billing rates (likely 4 to 7 percent) and any administration needed during the shutdown (which is difficult to determine).

The bid also contained three Additive Alternates, pertain to work of installing conduit and associated appurtenances and fiber optic cable between the Buck Creek Water Treatment Plant (WTP) and the Buck Creek Monitoring Station (MS). Currently, communication to and from the Buck Creek WTP is provided via a Starlink satellite. A CenturyLink DSL currently provides communication to the Buck Creek MS site.

Additive Alternates No. 1 and No. 2 are for the simultaneous installation of communication conduit with the construction of the new transmission main pipe. Additive Alternate No. 3 involves the installation of new fiber optic cable between the Buck Creek WTP and Buck Creek MS, which includes the installation of some new communication vaults and using existing underground conduit. The combination of Additive Alternates No. 1, No. 2 and No. 3 would allow communication between the Buck Creek WTP and Buck Creek MS.

Washington State Department of Natural Resources (DNR) staff has told the City that the proposed conduit and appurtenances should be installed with the transmission pipe per the executed easement and to not assume that this work would be allowed in the future as a separate project. Based on DNR staff input, this project appears to be the City's best opportunity to construct Additive Alternates No. 1 and No. 2. The Additive Alternate No. 3 work would complete the communication link between the Buck Creek WTP and Buck Creek MS.

The bids received for the Additive Alternates were reasonably close to the Engineer's Estimate and appear to be competitive. The apparent low bidder for all the alternates (either separately or sum total) was North Cascade Excavating LLC. A summary of Additive Alternate bid amounts and Engineer's Estimate is provided below in Table 2.

TABLE 2
Summary of Additive Alternate Results

Bidder	Alternate 1, \$	Alternate 2, \$	Alternate 3, \$
North Cascade Excavating, LLC	217,515.50	21,150.63	82,237.50
Nutter Corporation	282,773.38	45,644.50	107,500.00
Tapani, Inc.	254,033.25	30,844.44	86,537.50
Advanced Excavating Specialists	248,292.75	41,032.75	92,235.00
James Dean Construction	288,809.50	24,606.75	125,560.00
Rotschy, Inc	303,031.75	25,972.00	112,321.38
Beam Excavating, Inc.	562,891.50	39,097.75	133,515.00
Engineer's Estimate	281,435.00	30,476.25	89,225.00

A copy of the bid tabulations for the received bids is attached.

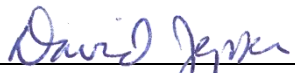
If the City were to award Bid Option A and any or all the Additive Alternates, then North Cascade Excavating LLC would be considered the apparent low bidder at \$3,607,259.26. If the City were to award Bid Option B, and any or all of the Additive Alternates, then James Dean Construction would be considered the apparent low bidder at \$3,956,370.88. Both bid prices are within the current construction budget of \$4.087 million. In addition to the construction budget, there is a contingency budget of \$760,400, which can be used to address changes to the project and other increased costs such as higher interim financing and construction administration costs.

Given the cost difference in the apparent low bids for Bid Options A and B and that the construction window for either option extending into 2024, we recommend that the City award the bid to North Cascade Excavating LLC.

If you have any questions on this matter or on the project itself, please contact me.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 
David Jepsen, P.E.

DJ/rw

Attachment

cc: File No. 250-11-02, w/attach

Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		North Cascade Excavating, LLC 1/7		Nutter Corporation 2/7		Tapani, Inc. 3/7		Advanced Excavating Specialists, LLC 4/7	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID OPTION A - DUCTILE IRON PIPE													
1	Mobilization/Demobilization	LS	All Req'd	\$295,000.00	\$295,000.00	\$250,000.00	\$250,000.00	\$351,000.00	\$351,000.00	\$225,000.00	\$225,000.00	\$242,000.00	\$242,000.00
2	Construction Facilities and Temporary Controls	LS	All Req'd	130,000.00	130,000.00	75,000.00	\$75,000.00	30,000.00	30,000.00	48,000.00	48,000.00	90,000.00	90,000.00
3	Removal and Replacement of Foundation Material	CY	100	70.00	7,000.00	40.00	4,000.00	75.00	7,500.00	38.25	3,825.00	150.00	15,000.00
4	Common Borrow	CY	3,200	12.00	38,400.00	12.00	38,400.00	6.00	19,200.00	9.50	30,400.00	16.00	51,200.00
5	Rock Excavation	CY	1,600	100.00	160,000.00	100.00	160,000.00	114.00	182,400.00	46.00	73,600.00	154.00	246,400.00
6	Additional Boulder Removal (6-In. Diam. To 1/2 of a Cubic Yard)	CY	1,100	30.00	33,000.00	25.00	27,500.00	86.00	94,600.00	33.25	36,575.00	154.00	169,400.00
7	Potholing All Connections and Known Utility Crossings	LS	All Req'd	10,000.00	10,000.00	8,500.00	8,500.00	20,000.00	20,000.00	11,000.00	11,000.00	12,000.00	12,000.00
8	Water Main Creek Crossing	LS	All Req'd	200,000.00	200,000.00	151,250.00	151,250.00	95,000.00	95,000.00	185,000.00	185,000.00	180,000.00	180,000.00
9	16-In. Ductile Iron Water Line, Class 250	LF	6,130	165.00	1,011,450.00	132.00	809,160.00	139.00	852,070.00	166.00	1,017,580.00	155.00	950,150.00
10	16-In. Ductile Iron Water Line, Class 350	LF	6,070	175.00	1,062,250.00	142.00	861,940.00	146.00	886,220.00	173.00	1,050,110.00	160.00	971,200.00
11	16-In. Restrained Ductile Iron Water Line, Class 250	LF	300	170.00	51,000.00	147.00	44,100.00	158.00	47,400.00	169.00	50,700.00	160.00	48,000.00
12	12-In. Gate Valve 250 psi	EA	2	5,000.00	10,000.00	4,200.00	8,400.00	3,800.00	7,600.00	4,700.00	9,400.00	5,000.00	10,000.00
13	16-In. Butterfly Valve 250 psi	EA	13	9,000.00	117,000.00	7,500.00	97,500.00	8,600.00	111,800.00	7,500.00	97,500.00	8,800.00	114,400.00
14	Connection to Existing 12-In. Water Line	EA	2	4,000.00	8,000.00	6,000.00	12,000.00	9,000.00	18,000.00	7,500.00	15,000.00	7,000.00	14,000.00
15	Connection to Existing 16-In. Water Line	EA	2	4,500.00	9,000.00	20,000.00	40,000.00	10,000.00	20,000.00	18,500.00	37,000.00	10,500.00	21,000.00
16	3-In. Combination Air and Vacuum Valve and Vault	EA	6	27,000.00	162,000.00	26,100.00	156,600.00	25,000.00	150,000.00	28,000.00	168,000.00	25,000.00	150,000.00
17	4-In. Combination Air and Vacuum Valve and Vault	EA	1	34,000.00	34,000.00	31,000.00	31,000.00	26,000.00	26,000.00	44,000.00	44,000.00	27,000.00	27,000.00
18	2 1/2-In. Flush Mount Blowoff Hydrant and Auxiliary Valve	EA	4	5,000.00	20,000.00	4,800.00	19,200.00	5,000.00	20,000.00	5,900.00	23,600.00	4,500.00	18,000.00
19	Additional Work at Culvert Crossing (1.5 Ft. Separation)	EA	5	900.00	4,500.00	925.00	4,625.00	2,000.00	10,000.00	740.00	3,700.00	1,200.00	6,000.00
20	Additional Work at Culvert Crossing (3-Ft. Separation)	EA	22	1,400.00	30,800.00	1,200.00	26,400.00	2,500.00	55,000.00	440.00	9,680.00	1,200.00	26,400.00
21	Locate Wire Access Box	EA	14	600.00	8,400.00	600.00	8,400.00	500.00	7,000.00	720.00	10,080.00	760.00	10,640.00
22	Utility Marker Post	EA	40	90.00	3,600.00	110.00	4,400.00	100.00	4,000.00	95.00	3,800.00	60.00	2,400.00
23	Trench Excavation Safety System	LS	All Req'd	22,000.00	22,000.00	12,000.00	12,000.00	12,500.00	12,500.00	11,000.00	11,000.00	15,000.00	15,000.00
24	Mulching	SY	1,000	8.00	8,000.00	2.50	2,500.00	15.00	15,000.00	2.00	2,000.00	2.00	2,000.00
25	Gravel Surface Restoration	CY	2,920	50.00	146,000.00	35.00	102,200.00	45.00	131,400.00	32.00	93,440.00	64.00	186,880.00
26	Pressure Pipe Flushing, Testing, and Disinfection	LS	All Req'd	45,000.00	45,000.00	25,000.00	25,000.00	38,000.00	38,000.00	50,000.00	50,000.00	70,000.00	70,000.00
27	Cap Existing Water Mains	EA	2	1,500.00	3,000.00	1,500.00	3,000.00	1,400.00	2,800.00	2,000.00	4,000.00	1,250.00	2,500.00
28	Control of Water	LF	500	10.00	5,000.00	10.00	5,000.00	4.50	2,250.00	8.50	4,250.00	2.00	1,000.00
29	Trench Dam	EA	10	1,000.00	10,000.00	900.00	9,000.00	830.00	8,300.00	1,000.00	10,000.00	1,000.00	10,000.00
30	Retaining Wall Block	CY	120	600.00	72,000.00	500.00	60,000.00	415.00	49,800.00	555.00	66,600.00	375.00	45,000.00
Bid Option A Subtotal					\$3,716,400.00		\$3,057,075.00		\$3,274,840.00		\$3,394,840.00		\$3,707,570.00
Bid Option A Sales Tax (7.5%)					\$278,730.00		\$229,280.63		\$245,613.00		\$254,613.00		\$278,067.75
Bid Option A Total					\$3,995,130.00		\$3,286,355.63		\$3,520,453.00		\$3,649,453.00		\$3,985,637.75
Total Shown on Bid Schedule					N/A		\$3,286,355.63		\$3,520,453.00		\$3,649,453.00		\$3,985,637.75
Difference					N/A		\$0.00		\$0.00		\$0.00		\$0.00

BID TABULATION
City of White Salmon, Washington
Transmission Main Replacement Phase I (Rebid)

Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		North Cascade Excavating, LLC 1/7		Nutter Corporation 2/7		Tapani, Inc. 3/7		Advanced Excavating Specialists, LLC 4/7	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID OPTION B - HDPE PIPE													
1	Mobilization/Demobilization	LS	All Req'd	\$295,000.00	\$295,000.00	\$290,000.00	\$290,000.00	\$395,000.00	\$395,000.00	\$345,000.00	\$345,000.00	\$232,000.00	\$232,000.00
2	Construction Facilities and Temporary Controls	LS	All Req'd	130,000.00	130,000.00	85,000.00	85,000.00	30,000.00	30,000.00	50,000.00	50,000.00	90,000.00	90,000.00
3	Removal and Replacement of Foundation Material	CY	100	70.00	7,000.00	40.00	4,000.00	75.00	7,500.00	38.25	3,825.00	150.00	15,000.00
4	Common Borrow	CY	3,200	12.00	38,400.00	12.00	38,400.00	6.00	19,200.00	8.50	27,200.00	16.00	51,200.00
5	Rock Excavation	CY	1,600	100.00	160,000.00	100.00	160,000.00	114.00	182,400.00	47.00	75,200.00	154.00	246,400.00
6	Additional Boulder Removal (6-In. Diam. Up to 1/2 of a Cubic Yard)	CY	1,100	30.00	33,000.00	25.00	27,500.00	86.00	94,600.00	33.50	36,850.00	154.00	169,400.00
7	Potholing All Connections and Known Utility Crossings	LS	All Req'd	10,000.00	10,000.00	8,500.00	8,500.00	20,000.00	20,000.00	11,000.00	11,000.00	12,000.00	12,000.00
8	Water Main Creek Crossing	LS	All Req'd	200,000.00	200,000.00	151,250.00	151,250.00	95,000.00	95,000.00	173,000.00	173,000.00	190,000.00	190,000.00
9	18-In. HDPE Water Line DR 11	LF	6,130	170.00	1,042,100.00	142.00	870,460.00	132.00	809,160.00	163.00	999,190.00	148.50	910,305.00
10	18-In. HDPE Water Line DR 9.0	LF	6,370	185.00	1,178,450.00	158.00	1,006,460.00	150.00	955,500.00	179.00	1,140,230.00	163.00	1,038,310.00
11	12-In. Gate Valve 250 psi	EA	2	4,000.00	8,000.00	4,100.00	8,200.00	3,800.00	7,600.00	5,300.00	10,600.00	5,000.00	10,000.00
12	18-In. Butterfly Valve 150 psi	EA	7	6,500.00	45,500.00	9,500.00	66,500.00	11,700.00	81,900.00	13,250.00	92,750.00	11,500.00	80,500.00
13	18-In. Butterfly Valve 250 psi	EA	6	9,000.00	54,000.00	24,000.00	144,000.00	11,700.00	70,200.00	13,900.00	83,400.00	11,500.00	69,000.00
14	Connection to Existing 12-In. Water Line	EA	2	6,000.00	12,000.00	7,300.00	14,600.00	10,000.00	20,000.00	3,600.00	7,200.00	9,000.00	18,000.00
15	Connection to Existing 16-In. Water Line	EA	2	7,500.00	15,000.00	28,000.00	56,000.00	13,000.00	26,000.00	4,400.00	8,800.00	11,000.00	22,000.00
16	3-In. Combination Air and Vacuum Valve and Vault	EA	6	27,000.00	162,000.00	26,100.00	156,600.00	25,000.00	150,000.00	18,000.00	108,000.00	25,000.00	150,000.00
17	4-In. Combination Air and Vacuum Valve and Vault	EA	1	34,000.00	34,000.00	31,000.00	31,000.00	26,000.00	26,000.00	31,000.00	31,000.00	27,000.00	27,000.00
18	2 1/2-In. Flush Mount Blowoff Hydrant and Auxiliary Valve	EA	4	5,000.00	20,000.00	8,200.00	32,800.00	5,000.00	20,000.00	5,000.00	20,000.00	5,500.00	22,000.00
19	Additional Work at Culvert Crossing (1.5-Ft. Separation)	EA	5	900.00	4,500.00	925.00	4,625.00	2,000.00	10,000.00	750.00	3,750.00	1,300.00	6,500.00
20	Additional Work at Culvert Crossing (3-Ft. Separation)	EA	22	1,400.00	30,800.00	\$1,200.00	\$26,400.00	\$2,500.00	\$55,000.00	\$450.00	\$9,900.00	\$1,400.00	\$30,800.00
21	Locate Wire Access Box	EA	14	600.00	8400.00	600.00	8,400.00	500.00	7,000.00	770.00	10,780.00	760.00	10,640.00
22	Utility Marker Post	EA	40	90.00	3600.00	110.00	4,400.00	100.00	4,000.00	100.00	4,000.00	60.00	2,400.00
23	Trench Excavation Safety System	LS	All Req'd	20000.00	20000.00	12,000.00	12,000.00	12,500.00	12,500.00	11,500.00	11,500.00	15,000.00	15,000.00
24	Mulching	SY	1,000	8.00	8000.00	2.50	2,500.00	15.00	15,000.00	2.00	2,000.00	2.00	2,000.00
25	Gravel Surface Restoration	CY	2,920	50.00	146000.00	35.00	102,200.00	45.00	131,400.00	32.00	93,440.00	64.00	186,880.00
26	Pressure Pipe Flushing, Testing, and Disinfection	LS	All Req'd	45000.00	45000.00	25,000.00	25,000.00	38,000.00	38,000.00	50,500.00	50,500.00	70,000.00	70,000.00
27	Cap Existing Water Mains	EA	2	1800.00	3600.00	2,000.00	4,000.00	1,400.00	2,800.00	2,000.00	4,000.00	1,300.00	2,600.00
28	Control of Water	LF	500	10.00	5000.00	10.00	5,000.00	4.50	2,250.00	8.50	4,250.00	2.00	1,000.00
29	Trench Dam	EA	10	1000.00	10000.00	900.00	9,000.00	830.00	8,300.00	1,000.00	10,000.00	1,000.00	10,000.00
30	Retaining Wall	CY	120	600.00	72000.00	500.00	60,000.00	415.00	49,800.00	555.00	66,600.00	375.00	45,000.00
Bid Option B Subtotal					\$3,801,350.00		\$3,414,795.00		\$3,346,110.00		\$3,493,965.00		\$3,735,935.00
Bid Option B Sales Tax (7.5%)					\$285,101.25		\$256,109.63		\$250,958.25		\$262,047.38		\$280,195.13
Bid Option B Total					\$4,086,451.25		\$3,670,904.63		\$3,597,068.25		\$3,756,012.38		\$4,016,130.13
Total Shown on Bid Schedule					N/A		\$3,629,818.13		\$3,597,068.25		\$3,756,012.38		\$4,016,130.12
Difference					N/A		\$41,086.50		\$0.00		\$0.00		\$0.01

BID TABULATION
City of White Salmon, Washington
Transmission Main Replacement Phase I (Rebid)

Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		North Cascade Excavating, LLC 1/7		Nutter Corporation 2/7		Tapani, Inc. 3/7		Advanced Excavating Specialists, LLC 4/7	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ADDITIVE ALTERNATE 1													
A1-1	Electrical Conduit	LF	12,780	\$10.00	\$127,800.00	\$8.00	\$102,240.00	\$12.75	\$162,945.00	\$9.50	\$121,410.00	\$11.50	\$146,970.00
A1-2	Communication Vault	EA	17	7,000.00	119,000.00	5,200.00	88,400.00	5,500.00	93,500.00	5,700.00	96,900.00	4,200.00	71,400.00
A1-3	Gravity Wall	SF	300	50.00	15,000.00	39.00	11,700.00	22.00	6,600.00	60.00	18,000.00	42.00	12,600.00
Additive Alternate 1 Subtotal					\$261,800.00		\$202,340.00		\$263,045.00		\$236,310.00		\$230,970.00
Additive Alternate 1 Sales Tax (7.5%)					\$19,635.00		\$15,175.50		\$19,728.38		\$17,723.25		\$17,322.75
Additive Alternate 1 Total					\$281,435.00		\$217,515.50		\$282,773.38		\$254,033.25		\$248,292.75
Total Shown on Bid Schedule					N/A		\$217,515.50		\$282,773.38		\$254,033.25		\$248,292.75
Difference					N/A		\$0.00		\$0.00		\$0.00		\$0.00
ADDITIVE ALTERNATE 2													
A2-1	Electrical Conduit	LF	530	\$25.00	\$13,250.00	\$12.50	\$6,625.00	\$47.00	\$24,910.00	\$25.25	\$13,382.50	\$38.00	\$20,140.00
A2-2	Communication Vault	EA	1	7,000.00	7,000.00	5,200.00	5,200.00	6,500.00	6,500.00	5,700.00	5,700.00	4,200.00	4,200.00
A2-3	Electrical Conduit Testing	LS	All Req'd	1,500.00	1,500.00	4,000.00	4,000.00	5,000.00	5,000.00	1,250.00	1,250.00	3,600.00	3,600.00
A2-4	Gravel Surface Restoration	CY	110	60.00	6,600.00	35.00	3,850.00	55.00	6,050.00	76.00	8,360.00	93.00	10,230.00
Additive Alternate 2					\$28,350.00		\$19,675.00		\$42,460.00		\$28,692.50		\$38,170.00
Additive Alternate 2 Sales Tax (7.5%)					\$2,126.25		\$1,475.63		\$3,184.50		\$2,151.94		\$2,862.75
Additive Alternate 2 Total					\$30,476.25		\$21,150.63		\$45,644.50		\$30,844.44		\$41,032.75
Total Shown on Bid Schedule					N/A		\$21,150.63		\$45,644.50		\$30,844.44		\$41,032.75
Difference					N/A		\$0.00		\$0.00		\$0.00		\$0.00
ADDITIVE ALTERNATE 3													
A3-1	Communication Vault Replacing Telephone Ped	EA	4	\$7,500.00	\$30,000.00	\$6,000.00	\$24,000.00	\$5,500.00	\$22,000.00	\$6,000.00	\$24,000.00	\$4,300.00	\$17,200.00
A3-2	Testing of Existing Conduit	LS	All Req'd	5,000.00	5,000.00	2,500.00	2,500.00	5,000.00	5,000.00	2,400.00	2,400.00	3,600.00	3,600.00
A3-3	Fiber Optic Cable Installation and Testing	LS	All Req'd	45,000.00	45,000.00	45,000.00	45,000.00	62,000.00	62,000.00	51,500.00	51,500.00	55,000.00	55,000.00
A3-4	Fiber Optic Cable Termination and Testing	LS	All Req'd	3,000.00	3,000.00	5,000.00	5,000.00	11,000.00	11,000.00	2,600.00	2,600.00	10,000.00	10,000.00
Additive Alternate 3					\$83,000.00		\$76,500.00		\$100,000.00		\$80,500.00		\$85,800.00
Additive Alternate 3 Sales Tax (7.5%)					\$6,225.00		\$5,737.50		\$7,500.00		\$6,037.50		\$6,435.00
Additive Alternate 3 Total					\$89,225.00		\$82,237.50		\$107,500.00		\$86,537.50		\$92,235.00
Total Shown on Bid Schedule					N/A		\$82,237.50		\$107,500.00		\$86,537.50		\$92,235.00
Difference					N/A		\$0.00		\$0.00		\$0.00		\$0.00

BID TABULATION
City of White Salmon, Washington
Transmission Main Replacement Phase I (Rebid)

Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		James Dean Construction, Inc.		ROTSCHY, Inc.		Beam Excavating, Inc.	
				5/7		6/7		7/7			
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID OPTION A - DUCTILE IRON PIPE											
1	Mobilization/Demobilization	LS	All Req'd	\$295,000.00	\$295,000.00	\$360,000.00	\$360,000.00	\$238,634.00	\$238,634.00	\$90,000.00	\$90,000.00
2	Construction Facilities and Temporary Controls	LS	All Req'd	130,000.00	130,000.00	50,000.00	50,000.00	170,000.00	170,000.00	70,000.00	70,000.00
3	Removal and Replacement of Foundation Material	CY	100	70.00	7,000.00	67.00	6,700.00	108.00	10,800.00	182.00	18,200.00
4	Common Borrow	CY	3,200	12.00	38,400.00	23.00	73,600.00	20.00	64,000.00	15.00	48,000.00
5	Rock Excavation	CY	1,600	100.00	160,000.00	80.00	128,000.00	172.00	275,200.00	125.00	200,000.00
6	Additional Boulder Removal (6-In. Diam. To 1/2 of a Cubic Yard)	CY	1,100	30.00	33,000.00	23.00	25,300.00	27.50	30,250.00	125.00	137,500.00
7	Potholing All Connections and Known Utility Crossings	LS	All Req'd	10,000.00	10,000.00	12,700.00	12,700.00	7,200.00	7,200.00	25,000.00	25,000.00
8	Water Main Creek Crossing	LS	All Req'd	200,000.00	200,000.00	216,000.00	216,000.00	239,000.00	239,000.00	285,000.00	285,000.00
9	16-In. Ductile Iron Water Line, Class 250	LF	6,130	165.00	1,011,450.00	175.00	1,072,750.00	167.00	1,023,710.00	175.00	1,072,750.00
10	16-In. Ductile Iron Water Line, Class 350	LF	6,070	175.00	1,062,250.00	190.00	1,153,300.00	175.00	1,062,250.00	191.00	1,159,370.00
11	16-In. Restrained Ductile Iron Water Line, Class 250	LF	300	170.00	51,000.00	180.00	54,000.00	182.00	54,600.00	165.00	49,500.00
12	12-In. Gate Valve 250 psi	EA	2	5,000.00	10,000.00	4,600.00	9,200.00	4,100.00	8,200.00	6,000.00	12,000.00
13	16-In. Butterfly Valve 250 psi	EA	13	9,000.00	117,000.00	9,200.00	119,600.00	9,800.00	127,400.00	9,500.00	123,500.00
14	Connection to Existing 12-In. Water Line	EA	2	4,000.00	8,000.00	9,400.00	18,800.00	8,800.00	17,600.00	8,000.00	16,000.00
15	Connection to Existing 16-In. Water Line	EA	2	4,500.00	9,000.00	28,000.00	56,000.00	9,000.00	18,000.00	8,500.00	17,000.00
16	3-In. Combination Air and Vacuum Valve and Vault	EA	6	27,000.00	162,000.00	19,000.00	114,000.00	34,000.00	204,000.00	21,000.00	126,000.00
17	4-In. Combination Air and Vacuum Valve and Vault	EA	1	34,000.00	34,000.00	24,000.00	24,000.00	33,000.00	33,000.00	29,000.00	29,000.00
18	2 1/2-In. Flush Mount Blowoff Hydrant and Auxiliary Valve	EA	4	5,000.00	20,000.00	4,500.00	18,000.00	5,000.00	20,000.00	8,750.00	35,000.00
19	Additional Work at Culvert Crossing (1.5 Ft. Separation)	EA	5	900.00	4,500.00	2,900.00	14,500.00	950.00	4,750.00	8,000.00	40,000.00
20	Additional Work at Culvert Crossing (3-Ft. Separation)	EA	22	1,400.00	30,800.00	2,800.00	61,600.00	1,500.00	33,000.00	8,000.00	176,000.00
21	Locate Wire Access Box	EA	14	600.00	8,400.00	560.00	7,840.00	400.00	5,600.00	500.00	7,000.00
22	Utility Marker Post	EA	40	90.00	3,600.00	121.00	4,840.00	95.00	3,800.00	325.00	13,000.00
23	Trench Excavation Safety System	LS	All Req'd	22,000.00	22,000.00	6,100.00	6,100.00	11,000.00	11,000.00	43,250.00	43,250.00
24	Mulching	SY	1,000	8.00	8,000.00	3.00	3,000.00	2.50	2,500.00	2.50	2,500.00
25	Gravel Surface Restoration	CY	2,920	50.00	146,000.00	43.00	125,560.00	69.00	201,480.00	50.00	146,000.00
26	Pressure Pipe Flushing, Testing, and Disinfection	LS	All Req'd	45,000.00	45,000.00	20,000.00	20,000.00	17,000.00	17,000.00	70,000.00	70,000.00
27	Cap Existing Water Mains	EA	2	1,500.00	3,000.00	2,600.00	5,200.00	1,300.00	2,600.00	4,000.00	8,000.00
28	Control of Water	LF	500	10.00	5,000.00	3.00	1,500.00	10.00	5,000.00	10.00	5,000.00
29	Trench Dam	EA	10	1,000.00	10,000.00	190.00	1,900.00	1,100.00	11,000.00	3,700.00	37,000.00
30	Retaining Wall Block	CY	120	600.00	72,000.00	480.00	57,600.00	590.00	70,800.00	650.00	78,000.00
Bid Option A Subtotal					\$3,716,400.00		\$3,821,590.00		\$3,972,374.00		\$4,139,570.00
Bid Option A Sales Tax (7.5%)					\$278,730.00		\$286,619.25		\$297,928.05		\$310,467.75
Bid Option A Total					\$3,995,130.00		\$4,108,209.25		\$4,270,302.05		\$4,450,037.75
Total Shown on Bid Schedule					N/A		\$4,108,209.25		\$4,270,302.05		\$4,450,575.25
Difference					N/A		\$0.00		\$0.00		-\$537.50

BID TABULATION
City of White Salmon, Washington
Transmission Main Replacement Phase I (Rebid)

Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		James Dean Construction, Inc. 5/7		ROTSCHY, Inc. 6/7		Beam Excavating, Inc. 7/7	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID OPTION B - HDPE PIPE											
1	Mobilization/Demobilization	LS	All Req'd	\$295,000.00	\$295,000.00	\$112,000.00	\$112,000.00	\$250,005.00	\$250,005.00	\$90,000.00	\$90,000.00
2	Construction Facilities and Temporary Controls	LS	All Req'd	130,000.00	130,000.00	50,000.00	50,000.00	170,000.00	170,000.00	70,000.00	70,000.00
3	Removal and Replacement of Foundation Material	CY	100	70.00	7,000.00	67.00	6,700.00	108.00	10,800.00	182.00	18,200.00
4	Common Borrow	CY	3,200	12.00	38,400.00	24.00	76,800.00	20.00	64,000.00	15.00	48,000.00
5	Rock Excavation	CY	1,600	100.00	160,000.00	80.00	128,000.00	172.00	275,200.00	125.00	200,000.00
6	Additional Boulder Removal (6-In. Diam. Up to 1/2 of a Cubic Yard)	CY	1,100	30.00	33,000.00	23.00	25,300.00	27.50	30,250.00	124.54	136,994.00
7	Potholing All Connections and Known Utility Crossings	LS	All Req'd	10,000.00	10,000.00	13,000.00	13,000.00	7,200.00	7,200.00	30,000.00	30,000.00
8	Water Main Creek Crossing	LS	All Req'd	200,000.00	200,000.00	215,000.00	215,000.00	240,000.00	240,000.00	285,000.00	285,000.00
9	18-In. HDPE Water Line DR 11	LF	6,130	170.00	1,042,100.00	145.00	888,850.00	163.00	999,190.00	163.13	999,986.90
10	18-In. HDPE Water Line DR 9.0	LF	6,370	185.00	1,178,450.00	165.00	1,051,050.00	185.00	1,178,450.00	156.99	1,000,026.30
11	12-In. Gate Valve 250 psi	EA	2	4,000.00	8,000.00	4,500.00	9,000.00	4,100.00	8,200.00	6,400.00	12,800.00
12	18-In. Butterfly Valve 150 psi	EA	7	6,500.00	45,500.00	14,000.00	98,000.00	12,000.00	84,000.00	17,500.00	122,500.00
13	18-In. Butterfly Valve 250 psi	EA	6	9,000.00	54,000.00	15,000.00	90,000.00	14,000.00	84,000.00	14,500.00	87,000.00
14	Connection to Existing 12-In. Water Line	EA	2	6,000.00	12,000.00	4,200.00	8,400.00	9,600.00	19,200.00	8,500.00	17,000.00
15	Connection to Existing 16-In. Water Line	EA	2	7,500.00	15,000.00	5,000.00	10,000.00	12,000.00	24,000.00	8,750.00	17,500.00
16	3-In. Combination Air and Vacuum Valve and Vault	EA	6	27,000.00	162,000.00	21,000.00	126,000.00	32,000.00	192,000.00	26,000.00	156,000.00
17	4-In. Combination Air and Vacuum Valve and Vault	EA	1	34,000.00	34,000.00	22,000.00	22,000.00	33,000.00	33,000.00	35,000.00	35,000.00
18	2 1/2-In. Flush Mount Blowoff Hydrant and Auxiliary Valve	EA	4	5,000.00	20,000.00	5,000.00	20,000.00	6,400.00	25,600.00	8,900.00	35,600.00
19	Additional Work at Culvert Crossing (1.5-Ft. Separation)	EA	5	900.00	4,500.00	3,000.00	15,000.00	950.00	4,750.00	8,000.00	40,000.00
20	Additional Work at Culvert Crossing (3-Ft. Separation)	EA	22	1,400.00	30,800.00	\$3,000.00	\$66,000.00	\$1,500.00	\$33,000.00	\$8,000.00	\$176,000.00
21	Locate Wire Access Box	EA	14	600.00	8400.00	600.00	8,400.00	395.00	5,530.00	500.00	7,000.00
22	Utility Marker Post	EA	40	90.00	3600.00	120.00	4,800.00	95.00	3,800.00	375.00	15,000.00
23	Trench Excavation Safety System	LS	All Req'd	20000.00	20000.00	6,000.00	6,000.00	11,000.00	11,000.00	50,000.00	50,000.00
24	Mulching	SY	1,000	8.00	8000.00	3.00	3,000.00	2.50	2,500.00	3.90	3,900.00
25	Gravel Surface Restoration	CY	2,920	50.00	146000.00	45.00	131,400.00	69.00	201,480.00	50.00	146,000.00
26	Pressure Pipe Flushing, Testing, and Disinfection	LS	All Req'd	45000.00	45000.00	20,000.00	20,000.00	17,000.00	17,000.00	70,000.00	70,000.00
27	Cap Existing Water Mains	EA	2	1800.00	3600.00	2,600.00	5,200.00	1,300.00	2,600.00	4,000.00	8,000.00
28	Control of Water	LF	500	10.00	5000.00	3.00	1,500.00	10.00	5,000.00	10.00	5,000.00
29	Trench Dam	EA	10	1000.00	10000.00	190.00	1,900.00	1,100.00	11,000.00	3,700.00	37,000.00
30	Retaining Wall	CY	120	600.00	72000.00	500.00	60,000.00	650.00	78,000.00	666.66	79,999.20
Bid Option B Subtotal					\$3,801,350.00		\$3,273,300.00		\$4,070,755.00		\$3,999,506.40
Bid Option B Sales Tax (7.5%)					\$285,101.25		\$245,497.50		\$305,306.63		\$299,962.98
Bid Option B Total					\$4,086,451.25		\$3,518,797.50		\$4,376,061.63		\$4,299,469.38
Total Shown on Bid Schedule					N/A		\$3,518,797.50		\$4,376,061.63		\$4,300,000.00
Difference					N/A		\$0.00		\$0.00		-\$530.62

BID TABULATION
City of White Salmon, Washington
Transmission Main Replacement Phase I (Rebid)

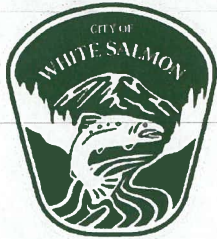
Bid Opening: 3:00 p.m., February 2, 2023				Engineer's Estimate		James Dean Construction, Inc. 5/7		ROTSCHY, Inc. 6/7		Beam Excavating, Inc. 7/7	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ADDITIVE ALTERNATE 1											
A1-1	Electrical Conduit	LF	12,780	\$10.00	\$127,800.00	\$17.00	\$217,260.00	\$13.75	\$175,725.00	\$29.00	\$370,620.00
A1-2	Communication Vault	EA	17	7,000.00	119,000.00	2,600.00	44,200.00	5,345.00	90,865.00	6,000.00	102,000.00
A1-3	Gravity Wall	SF	300	50.00	15,000.00	24.00	7,200.00	51.00	15,300.00	170.00	51,000.00
Additive Alternate 1 Subtotal					\$261,800.00		\$268,660.00		\$281,890.00		\$523,620.00
Additive Alternate 1 Sales Tax (7.5%)					\$19,635.00		\$20,149.50		\$21,141.75		\$39,271.50
Additive Alternate 1 Total					\$281,435.00		\$288,809.50		\$303,031.75		\$562,891.50
Total Shown on Bid Schedule					N/A		\$288,809.50		\$303,031.75		\$562,891.50
Difference					N/A		\$0.00		\$0.00		\$0.00
ADDITIVE ALTERNATE 2											
A2-1	Electrical Conduit	LF	530	\$25.00	\$13,250.00	\$17.00	\$9,010.00	\$13.25	\$7,022.50	\$29.00	\$15,370.00
A2-2	Communication Vault	EA	1	7,000.00	7,000.00	2,600.00	2,600.00	5,310.00	5,310.00	5,500.00	5,500.00
A2-3	Electrical Conduit Testing	LS	All Req'd	1,500.00	1,500.00	6,000.00	6,000.00	4,375.00	4,375.00	10,000.00	10,000.00
A2-4	Gravel Surface Restoration	CY	110	60.00	6,600.00	48.00	5,280.00	67.75	7,452.50	50.00	5,500.00
Additive Alternate 2					\$28,350.00		\$22,890.00		\$24,160.00		\$36,370.00
Additive Alternate 2 Sales Tax (7.5%)					\$2,126.25		\$1,716.75		\$1,812.00		\$2,727.75
Additive Alternate 2 Total					\$30,476.25		\$24,606.75		\$25,972.00		\$39,097.75
Total Shown on Bid Schedule					N/A		\$24,606.75		\$25,972.00		\$39,097.75
Difference					N/A		\$0.00		\$0.00		\$0.00
ADDITIVE ALTERNATE 3											
A3-1	Communication Vault Replacing Telephone Ped	EA	4	\$7,500.00	\$129,000,000.00	\$2,700.00	\$10,800.00	\$5,340.00	\$21,360.00	\$4,800.00	\$19,200.00
A3-2	Testing of Existing Conduit	LS	All Req'd	5,000.00	5,000.00	6,000.00	6,000.00	4,375.00	4,375.00	35,000.00	35,000.00
A3-3	Fiber Optic Cable Installation and Testing	LS	All Req'd	45,000.00	45,000.00	85,000.00	85,000.00	66,875.00	66,875.00	35,000.00	35,000.00
A3-4	Fiber Optic Cable Termination and Testing	LS	All Req'd	3,000.00	3,000.00	15,000.00	15,000.00	11,875.00	11,875.00	35,000.00	35,000.00
Additive Alternate 3					\$129,053,000.00		\$116,800.00		\$104,485.00		\$124,200.00
Additive Alternate 3 Sales Tax (7.5%)					\$9,678,975.00		\$8,760.00		\$7,836.38		\$9,315.00
Additive Alternate 3 Total					\$138,731,975.00		\$125,560.00		\$112,321.38		\$133,515.00
Total Shown on Bid Schedule					N/A		\$125,560.00		\$112,321.38		\$133,515.00
Difference					N/A		\$0.00		\$0.00		\$0.00

File Attachments for Item:

E. Ordinance 2023-02-1122 Amending WSMC 10.24 Stopping, Standing and Parking

1. Presentation and Discussion

2. Action



Department Head: MH
Clerk/Treasurer: JP
City Administrator: T.R.
Mayor: JK

CITY COUNCIL REPORT

☒ Business Item

Needs Legal Review:
Meeting Date:
Agenda Item:

Presented By:

☐ Consent Agenda

Yes, completed
February 15, 2023
Ordinance 2023-02-1122, Amending WSMC 10.24
Stopping, Standing, and Parking.
Mike Hepner, Chief of Police

Action Required:

Motion to approve Ordinance 2023-02-1122, Amending WSMC 10.24 Stopping, Standing, and Parking.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Ordinance 2023-02-1122, Amending WSMC 10.24 Stopping, Standing, and Parking.

Explanation of Issue:

Attached is the final amendment to Municipal Code 10.24 for the City of White Salmon to include the following amendments:

10.24.010 Stopping, standing and parking: removed list of no-parking zones and parking laws defined in RCW 46.61.570 that are encompassed in WSMC 10.04 Model Traffic Code.

10.24.015 Stop intersection designated – Sign erection authorized: Repealed. RCW 46.61.190 covers the requirement for vehicles to stop at stop signs and is covered in WSMC 10.04 Model Traffic Code.

10.24.030 Fifteen-minute parking, 10.24.040 Two-hour parking, 10.24.050 Two-hour parking—Sundays and holidays exempt, 10.24.070 Two-hour parking—Signs required, 10.24.080 Two-hour parking—Penalty for violation, and 10.24.090 Parking two to six a.m./Parking over seventy-two hours—Prohibited: now covered in WSMC 10.24.010

10.24.160 Disabled person parking only: Repealed, Disabled person parking laws are defined in RCW 46.19.050 and is included in WSMC 10.04 Model Traffic Code.

The code has been updated to reflect the current adopted Washington State Model Traffic Code and eliminate redundancy.

Council Options:

City Council has the following options available at this time:

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



Fiscal Analysis:

There are no Financial Implications.

Recommendation of Staff/Committee:

Staff recommended the council approve the adoption of Ordinance 2023-02-1122, Amending WSMC 10.24 Stopping, Standing, and Parking.

**CITY OF WHITE SALMON
ORDINANCE 2023-02-1122**

AN ORDINANCE AMENDING WSMC 10.24 STOPPING STANDING AND PARKING

WHEREAS, the city has adopted White Salmon Municipal Code 10.24 Stopping, Standing and Parking; and

WHEREAS, the city council has determined that amendments to White Salmon Municipal Code 10.24 are necessary; and

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

SECTION 1. White Salmon Municipal Code 10.24, is hereby amended as follows:

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

Added = **bold and underlined**

10.24.010 Stopping, standing and parking.

A. No person shall stop, stand or park any vehicle on any of the city streets or public parking lot for a period longer than 72 hours at any one time with the exception of city owned vehicles.

B. Additional time limits and no parking zones may be imposed upon certain designated streets and locations within the city.

C. No overnight parking in any public parking lot.

D. Additional time limits and no parking zones imposed shall be clearly posted. Any person violating a posted parking limitation shall be subject to the penalty provisions of section E, below. ~~Stopping or standing of any vehicle in the following designated areas of the city is prohibited:~~

- ~~1. On the east side of Estes Street, twenty-five feet south of the south side of Tohomish Street and twenty-five feet north of the north side of Tohomish Street; and~~
- ~~2. On the south side of Tohomish Street, twenty-five feet east of the east side of Estes Street.~~
- ~~3. On the east side of Snohomish between the North and South entrances for mail drop off, adjacent to the White Salmon Post Office.~~
- ~~4. On the south side of E. Jewett from the parking lot entrance at 250 E. Jewett Blvd. (Hi School Pharmacy/Ace Hardware) to 2nd Street.~~
- ~~5. On the west side of N. Main from City Hall Alley to W Jewett Blvd.~~
- ~~6. On the north side of West Cherry Street.~~
- ~~7. On NW Spring Street, south side of road.~~
- ~~8. On North Main Ave. West of Jewett Blvd. and West Tohomish (Alley).~~
- ~~9. A parking space located on the North side of Jewett in front of 142 E. Jewett is designated for police vehicle parking only (see WSMC 10.24.150).~~
- ~~10. Parking along the east side of SE 4th Avenue from East Jewett Blvd. to the alley located between East Jewett Blvd. and SE Wyers Street.~~
- ~~11. On NW Manley, no stopping, standing, parking on the driving surface.~~

- ~~12. — On NW Patton, no stopping, standing, parking on pavement.~~
 - ~~13. — On East and West side of NW Riverview Dr, no stopping, standing, parking on pavement.~~
 - ~~14. — No stopping, standing, parking on the west side of 5th Avenue.~~
 - ~~15. — On NE Vine, no stopping, standing, parking on pavement.~~
 - ~~16. — On NW Cherry Street, no stopping, standing, parking North side of road.~~
 - ~~17. — On NW Spring, no stopping, standing, parking in South side of road.~~
 - ~~18. — On the North side of Jewett Blvd between Wauna and Grandview.~~
 - ~~19. — On the north side of NE Washington between NE Estes and NE Church, no stopping, standing, parking on pavement.~~
 - ~~20. — Stopping, standing parking along the west side of NE Church from NE Tohomish to the alley along the Fire Hall is for city-owned vehicle parking only, all other vehicle parking is prohibited.~~
 - ~~21. — Northwest corner of Garfield and Jewett Blvd. intersection from corner west approximately two hundred feet, no stopping, standing, parking allowed in pullout area or in direct right-of-way.~~
- ~~B. — The public works director shall provide traffic control devices establishing no stopping, standing or parking areas as prescribed in the above prohibited areas.~~
- ~~C. — Parking a vehicle, meaning allowing a vehicle to stand unattended for more than ten minutes, in the following areas is prohibited:~~
- ~~1. — On areas marked "No Parking" or "No Stopping or Standing" within seventy-five feet of the fire station entrance. Within fifteen feet of a fire hydrant.~~

- ~~2. Within fifty feet east of the intersection of North East Estes Avenue and North East Tohomish Street, along the north side of North East Tohomish Street.~~
- ~~3. On Jewett Boulevard, between Fifth and Tenth Streets from October 1st through March 31st of each year.~~
- ~~4. Within fifteen feet of a fire hydrant.~~
- ~~5. On any sidewalk.~~
- ~~6. Within five feet of any intersection, alley or driveway entrance.~~
- ~~7. Within twenty feet of a marked crosswalk.~~
- ~~8. Within thirty feet of a stop sign or yield sign or any flashing signal.~~
- ~~9. Within the driving lanes of any roadway.~~
- ~~10. Over seventy-two hours in any public parking lot~~

E. A violation of this section shall be a traffic infraction, with a penalty of fifty dollars. In addition, any vehicle in violation of this section is subject to being towed and impounded at owner's expense. See WSMC 10.40.030 for contesting towing and impoundment charges.

~~10.24.015 Stop intersections designated—Sign erection authorized.~~

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

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

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

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

~~NE Corner of Waubish and SW Jewett Blvd.~~

~~NE Corner of Garfield and SW Jewett Blvd.~~

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

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

~~SE Corner of intersection Estes Avenue and Jewett Blvd.~~

~~SE Corner of intersection Wauna Street and Jewett Blvd.~~

~~SE Corner of intersection Grandview and Jewett Blvd.~~

~~NE Corner of NW Vine and NE Grandview.~~

~~NE Corner of NE Vine and E Jewett Blvd.~~

~~SE Corner of NE Skyline Drive and E Jewett Blvd.~~

~~NW corner of NW Rhine Village and NW Skyline Drive.~~

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

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

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

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

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

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

~~SE Corner of SW Ingram Place and SE Jewett Blvd.~~

~~NW Corner of intersection of Lincoln Street & Main Ave.~~

~~NW corner of intersection of Lincoln Street & Garfield.~~

~~SW corner of intersection of SW Lincoln Street & Garfield.~~

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

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

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

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

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

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

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

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

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

~~NE corner of intersection of NE Washington and NE Skagit.~~

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

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

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

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

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

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

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

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

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

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

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

~~NE corner of intersection of NE Hood and SE Skagit.~~

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

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

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

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

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

~~NE corner of intersection of NE Columbia and SE Skagit.~~

~~NW corner of intersection of NW Academy and SE Achor.~~

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

~~NE corner of intersection of SE Academy and Snohomish Street.~~

~~NE corner of intersection of NE Academy and Snohomish Street.~~

~~NE corner of intersection of SW Academy and Shohomish Street.~~

~~NE corner of intersection of NW Academy and Snohomish Street.~~

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

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

~~NE Corner of intersection of NE Green and SE Estes.~~

~~NE corner of intersection of NE Green and SE Academy.~~

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

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

~~NE corner of intersection of NE Wisconsin and SE Fields.~~

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

~~NW corner of intersection of NW Cherry and SW Patton.~~

~~NW corner of intersection of NW Cherry and SW Iva.~~

~~NE corner of intersection of NE Cherry and SE Fields.~~

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

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

~~NW corner of intersection of NW Spring and Iva.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~SW Corner of intersection of SW Center and Okeefe.~~

~~SW corner of intersection of SW Grandview and Okeefe.~~

~~NE corner of intersection of NE Tohomish and Orchard.~~

~~NE corner of intersection of NE Center and Orchard.~~

~~NE corner of intersection of NE Grandview and Orchard.~~

~~SE corner of intersection of SE Riverwatch and Overlanders.~~

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

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

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

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

~~NW corner of intersection of NW Center and NE Park.~~

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

~~SE corner of intersection of 1st and Wyers.~~

~~NE corner of intersection of 2nd and Wyers.~~

~~SE corner of intersection of 2nd and Wyers.~~

~~NW corner of intersection of 2nd and Wyers.~~

~~SW corner of intersection of 2nd and Wyers.~~

~~SE corner of intersection of 3rd and Wyers.~~

~~NE corner of intersection of 3rd and Wyers.~~

~~SE corner of intersection of 4th and Wyers.~~

~~NE corner of intersection of 4th and Wyers.~~

~~SW corner of intersection of 4th and Wyers.~~

~~NW corner of intersection of 4th and Wyers.~~

~~SE corner of intersection of 5th and Wyers.~~

Ordinance 2023-02-1122

Amending WSMC 10.24.

Stopping, Standing and Parking

Page 9

~~NE corner of intersection of 5th and Wyers.~~

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

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

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

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

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

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

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

~~SE Corner of Intersection of SE Dock Grade Road and SE Oak Street.~~

~~NW Corner of Intersection of 6th Avenue and SE Oak Street.~~

~~SW Corner of Intersection of 6th Avenue and SE Oak Street.~~

~~NE Corner of Intersection of 6th Avenue and SE Oak Street.~~

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

~~10.24.030 Fifteen-minute parking.~~

~~The mayor and the city council shall from time to time reserve the right to establish, by proper posting and signs indicating fifteen-minute parking, area designations within the corporate limits, limited to parking for fifteen minutes duration, and violations thereunder shall be governed by the penalty set out in Section 10.24.100 of this chapter. The following locations are designated as fifteen-minute parking areas:~~

~~A. — One parking place for vehicles on the West side of Estes, at 110 NE Estes which shall be appropriately indicated by a sign showing such parking to be limited to fifteen minutes.~~

~~B. — Two parking places for vehicles on the North side of East Jewett, at 176 E. Jewett Blvd. which shall be appropriately indicated by a sign showing such parking to be limited to fifteen minutes.~~

~~C. — Two parking places for vehicles on the North side of Jewett immediately west of the designated disabled person parking space located on the North side of Jewett immediately west of Main Street.~~

~~D. — Any owner or operator of any vehicle or motorcycle who violates this section by parking in such restrictive areas or prohibited areas, beyond the fifteen-minute time limitation, shall be deemed guilty of a separate offense for each thirty minutes beyond the prescribed fifteen-minute limitation; and such shall constitute a separate offense.~~

~~10.24.040 Two-hour parking.~~

~~It is unlawful to park any vehicle, as defined by the Washington State Motor Vehicle Code, pursuant to RCWA Chapter 46, et seq., along either the north or south side of Jewett Blvd., between the intersections of Jewett Blvd. west to its intersection with the first alley west of North Main Street, and North Estes Avenue commonly known as the main street thoroughfare of the city, for a longer period than two hours, and such parking on the streets herein specified shall be limited to two hours' parking and no more, excepting therefrom properly designated loading zones heretofore established.~~

~~10.24.050 Two-hour parking — Sundays and holidays exempt.~~

~~Such two-hour limit of parking upon the street described in Section 10.24.040 shall not apply during Sundays and holidays.~~

~~10.24.060 Two-hour parking—Hours operative.~~

~~Such limit of two-hour parking, as aforementioned, shall be effective only during the hours of eight a.m. to five p.m.~~

~~10.24.070 Two-hour parking—Signs required.~~

~~The public works director shall post at conspicuous places (every other angled parking place and every diagonal space) along the street mentioned in Section 10.24.040 proper signs stating the limitation of two-hour parking, and it is further unlawful for any car to park for any longer than two hours for any reason along the confines of the street herein specified.~~

~~10.24.080 Two-hour parking—Penalty for violation.~~

~~Any person violating the provisions of Sections 10.24.040, 10.24.050, 10.24.060, and 10.24.070 shall be fined a minimum of fifteen dollars and a maximum of fifty dollars for each violation.~~

~~10.24.090 Parking two to six a.m./Parking over seventy-two hours—Prohibited.~~

~~A.——Unless otherwise provided by ordinance it is unlawful to park any vehicle for a time longer than seventy-two hours on any street in the City of White Salmon with the exception of city-owned vehicles.~~

~~B.——There shall be absolutely no parking permitted between the hours of two a.m. and six a.m., seven days per week, Sundays and legal holidays excepted, between the streets commencing at the intersection of Jewett Avenue and Estes intersection north along~~

~~Estes Avenue to its intersection with North Tohomish Street. And from Estes and Jewett West to Main on the North and South side of the Roadway.~~

~~C. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be penalized in an amount of not less than fifteen dollars and not more than fifty dollars.~~

10.24.095 Parking two to six a.m.—Prohibited.

Parking is prohibited between the hours of two a.m. and six a.m., seven days per week, Sundays and legal holidays excepted, between the streets commencing at the intersection of Jewett Avenue and Estes intersection north along Estes Avenue to its intersection with North Tohomish Street and from Estes and Jewett West to Main on the North and South side of the Roadway.

10.24.100 Parking from two a.m. to six a.m./ Impoundment and towing authority/Parking over seventy-two hours — Penalty — Impoundment Time limits — Towaway for violation.

A. All law enforcement officers and code enforcement officers of the city shall have the authority to have impounded and towed to a place of safety any vehicle that is in violation of the time limits and prohibitions established herein. In addition to any monetary penalties set forth herein, both the violator and the owner shall be jointly and severally liable for the cost of towing and storage as provided in RCW Chapter 46.55.

~~Within the streets described in Section 10.24.090, which prohibits parking from two a.m. to six a.m. and parking over seventy-two hours as hereinabove set forth, for the period October 1st through March 31st, in addition to the fines imposed by this section, in the~~

~~event any vehicle is parked within the prohibited streets between the hours of two a.m. and six a.m., the city shall maintain signage as required by RCW 46.55.113(2)(h) setting forth that the city shall have the right to tow such offending vehicle away from said streets, and shall impound the vehicle according to the procedures and appeal rights set forth in RCW Ch. 46.55 and WSMC Ch. 10.40.~~

B. In addition to being subject to impound as set forth above, any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be penalized in an amount of ~~not less than fifteen dollars and not more than~~ fifty dollars.

10.24.105 Towaway of Inoperable, Expired or Abandoned Vehicles

All law enforcement officers and code enforcement officers of the city shall have the authority to have impounded and towed to a place of safety any vehicle within the City right-of-way if any of the following exists:

1. If the vehicle is in an inoperable condition due to missing or damaged parts (for example: missing wheels, flat tires, damaged or missing drivetrain components);
2. If the vehicle has missing or expired tags, either from the State of Washington or elsewhere;
3. If the vehicle is clearly abandoned as evidenced by accumulation of dirt, debris, vegetation or other facts that demonstrate the vehicle has not moved for a significant period of time.

In addition to any monetary penalties set forth herein, both the violator and the owner shall be jointly and severally liable for the cost of towing and storage as provided in RCW Chapter 46.55.

10.24.110 Logging trucks—Overnight parking prohibited.

No overnight parking of loaded logging trucks shall be permitted on any city street within the corporate limits of the city. Violation of this section shall be punishable by a ~~maximum~~ fine of ~~not less than twenty-five [dollars] nor more than~~ fifty dollars for each violation.

10.24.150 Police vehicle parking only.

- A. A parking space located on the north side of Jewett in front of 142 E. Jewett is designated for police vehicle parking only.

B. A violation of this section, including a violation of any posted parking regulation, shall be a traffic infraction, with a penalty of ~~not less than fifty dollars and no more than~~ one hundred dollars. ~~In addition, any vehicle in violation of this section is subject to being towed and impounded at owner's expense.~~ In addition to any monetary penalties set forth herein, both the violator and the owner shall be jointly and severally liable for the cost of towing and storage as provided in RCW Chapter 46.55.

10.24.160 Disabled person parking only.

A. ~~The following two parking spaces are designated as "parking for disabled person only": Two spaces on the west side of Main Street south of the intersection with Seenie Street in front of the Whitson Elementary School.~~

B. ~~The following two parking spaces are designated as "parking for disabled person only": One space east and one space west of where the walkway from the Park Center Building intersects with the south side of Washington Street.~~

C. ~~The following parking space is designated as "parking for disabled person only": One space in the parking area south of the Park Center Building.~~

D. ~~The following parking space is designated as parking for disabled person only. One space north side of Jewett Blvd. from Main Street West.~~

E. ~~The following parking space is designated as parking for disabled person only. One space south side of Jewett Blvd. from 1st Street West.~~

F. ~~The following parking space is designated as parking for disabled person only. First space south side of Jewett Blvd. one space east from 1st Ave.~~

~~G. The Public Works Director shall have the above parking spaces designated as "Disabled Person Parking Only".~~

~~H. Violation of this section shall be a traffic infraction with a penalty of not more than two hundred fifty dollars. In addition, any vehicle in violation of this section is subject to being towed and impounded at owner's expense.~~

10.24.170 Angled parking only.

Beginning at the southeast corner of the intersection of East Jewett Boulevard and 1st Street travelling east along the south side of East Jewett Boulevard until the mid-block point of the 200 block of East Jewett Boulevard, parking is prohibited for vehicles and trailers exceeding twenty feet in length as indicated by marked pavement lines.

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

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

PASSED by the City Council of the City of White Salmon at a regular meeting this 15th day of February 2023.

Marla Keethler, Mayor

ATTEST:

Stephanie Porter, Clerk/Treasurer

APPROVED AS TO FORM:

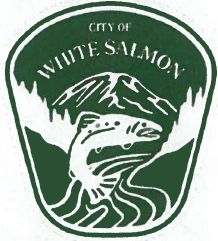
Kenneth B. Woodrich, City Attorney

DRAFT

File Attachments for Item:

F. 2023 Budget Options

1. Second E/V Charging Station Presentation
2. Grant Writer Presentation
3. Discussion
4. Action



Department Head: DP

Clerk/Treasurer: DP

City Administrator: A.R.

Mayor: JK

COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:

No, unnecessary

February 15, 2023

Budget Options: E/V Charging Station and Grant Writer

Stephanie Porter, Clerk Treasurer

Action Required:

Council will review potential funding options for the requested Grant Writer and Second E/V Charging Station.

Action will be required to formally direct staff to change the 2023 budget. The official budget amendment and ordinance will come forward in March of 2023.

Motion for Business Item / Proposed Motion for Consent Agenda:

No motion recommendation.

Explanation of Issue:

Council Members have requested information to explore funding a Grant Writer and a second E/V Charging Station to support the city's current goals.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

Details of the financial implications will be provided via PowerPoint at the Council Meeting.

The potential funding needed to contract a Grant Writer ranges between \$2,000-\$35,000 depending on the scope of work requested and size of the grant. Council could set a not-to-exceed limit in determining to move forward with allocating funds towards grant writing.

The potential funding needed for a second E/V charging station is \$9,067.92, as well as an additional \$950.00 annually for operating and maintenance..

Recommendation of Staff/Committee:

Staff recommends council review the presented information and determine what priorities should be funded in 2023. This will include which funding items will need to be moved out to 2024.

Follow Up Action:

If council approves to move funding priorities, these will need to be reflected in the March 2023 Budget Amendment.

City of White Salmon-Fire Hall (City station 1 dual port pedestal 40 amp) January 31, 2023

City of White Salmon

Kalama Reuter
kalama@embarqmail.com

Reference: 20221111-092828955

Quote created: November 11, 2022

Quote expires: February 28, 2023

Quote created by: Amy Hillman

ahillman@opconnect.com
+15039981006

Comments from Amy Hillman

- *-Excavation/Back Filling by City of White Salmon
- Concrete pads by City of White Salmon
- Bollards by City of White Salmon
- Utility underground conduit and wire provided/installed by PUD

Products & Services

Item & Description	Quantity	Unit Price	Total
OpConnect ClipperCreek 40 Amp Dual Pedestal (Hub and Satellite/Cell and Wifi) Configuration Dual port, pedestal mount, 40 amp, Level 2 charger, Cellular with Wifi configuration, OpConnect app for access control and payment	1	\$5,059.00	\$4,451.92 after 12% discount

Item & Description	Quantity	Unit Price	Total
Dual Port Hub and Satellite Network fees (pedestal or wall) OpConnect EV Charger cloud network services, IC3-40 or HCS-40 thru HCS-60-C cellular connection, Per two ports/ year for cellular and wifi configuration on dual port units	1	\$400.00	\$400.00
Maintenance service agreement, HCS-40, 50, 60 chargers Maintenance service agreement that covers on-site repair of stations, per port per year.	2	\$275.00 / year	\$550.00 / year
OP- ACTIVATION-L2 Equipment back office provisioning, configuration, activation of network services, HCS-40,50,60 and L2X series chargers one-time fee	2	\$300.00	\$100.00 after \$500.00 discount
Freight Freight	1	\$350.00	\$279.00 after \$71.00 discount
Installation Installation of EV Charging Station 1- (2) 40-amp branch circuits 2- (1) Install of (1) EV Pedestal 3- (2) Install of EV Chargers (Provided by others) 4- Permit fee To just do make ready for future install and run underground conduit from service to EV charger would be \$492.00	1	\$3,779.00	\$3,779.00
Option: 3 year Maintenance service agreement, HCS-40, 50, 60 chargers Maintenance service agreement that covers on-site repair of stations, per port per year. (Savings of \$75 per port per year)	2	\$825.00	\$1,500.00 after \$150.00 discount

Item & Description	Quantity	Unit Price	Total
Option: 5 year Maintenance service agreement, HCS-40, 50, 60 chargers Maintenance service agreement that covers on-site repair of stations, per port per year. Savings is \$275 (one year free)	2	\$1,375.00	\$2,200.00 after \$550.00 discount
Subtotals			
Annual subtotal			\$550.00
One-time subtotal			\$12,709.92 after \$1,878.08 discount
Total			\$13,259.92

Purchase terms

1. These EVSE will be operated in the OpConnect Electric Vehicle Charging System® network.
2. The information in this quote is confidential and may be legally privileged. It is intended solely for the addressee. Access to this quote by anyone else is unauthorized.
3. A non-cancellable purchase order or this signed quote shall be issued for the purchase of equipment.
4. Payment terms are balance due prior to shipment or per Purchase Order terms.

Delivery Timeframe: 4-6 weeks from purchase

NOTE: Installation and Applicable Sales Taxes are not Included in the Table Above

The purchase of equipment is governed by the standard terms and conditions available at:

<https://www.opconnect.com/press/hardware-tc/>

The purchase of network services is governed by the standard terms and conditions available at:

<https://www.opconnect.com/press/network-tc/>

Your signature below indicates acceptance of the pricing and terms and conditions in this proposal.



Amy Hillman

ahillman@opconnect.com

+15039981006

OpConnect, Inc.

1020 SE 11th Ave

Portland, Oregon 97214

United States

File Attachments for Item:

A. Department Heads



DEPARTMENT REPORT FINANCE / HR / CLERK

Meeting Date: February 15, 2023
Presented By: Stephanie Porter, Clerk Treasurer

Daily Operations / What's Happening:

- Public Records Request – 2 requests this period
- Utility Billing – updating fees in operating systems and related proration documents. Tier Rates will be updated to the 2023 rates for the February 27 utility bill (January water usage)
- Troy Rosenberg is continuing to support the Public Works Department with required reporting needs.
- I have weekly meetings with Leana Kinley (City of Stevenson) to assist with my Clerk Treasurer Training.
- Reconciliation for January 2023
- Excise Taxes (training Cindy) due February 25, 2023
- Send Ordinances to Municode for code update.
- Small Work Roster application renewals – ongoing
- Record Retention – pulling and scheduling destruction of expired records – working with Troy Rosenberg to schedule a date with Washington State Archives to come review potential State Archive records. After state inspection, we can move forward with scheduling record destruction with a certified company.
- Actively looking a training opportunity for City Staff.

New Projects:

- Review Budget - EV Station and Grant Writer options - Council Reports
- Transportation Benefit District information outreach and collection
- Ordinance for Street Construction Fund 302 Creation
- Stripe set-up - Granicus Payment system required for online STR application.
- Small Works Roster Bid - Patton St Paving (Training Andrew Dirks on Small Works Process)
- SmartGov and Springbrook Software – implementation of the payment transfer from SmartGov to our General Ledger in Springbrook.
- Translator Services Personal Service Contract
- Ordinance City Hall Operations (including office hour review)

Existing Projects Progress:

- Arbor Day Recognition and Celebration – Tree Board will review at their February 13 meeting. – **Arbor Day Resolution presented for approval February 15, 2023.**
- Bid Opening for the Phase 1 Transmission Main Replacement Project – scheduled for February 2, 2023- Bid received – **Engineer Recommendation will come forward from Anderson Perry at the February 15 meeting.**
- Sweet Gum Tree Pruning Bid – bids received and review – **Contract presented for approval February 15, 2023**
- SCADA project funding- **Engineering in progress**
- Manhole Replacement – Staff is working with Anderson Perry to clarify Scope of Work.



DEPARTMENT REPORT FINANCE / HR / CLERK

-
- Garfield Project bid - **timeline approved with Pioneer Surveying. Project is moving forward for bid and award to be completed in time for a June construction start date.**
 - **Public Works Maintenance Worker has been hired for start date March 1, 2023.**
 - WSVSD Interlocal Winter Billing Rate- 5 years renewal – drafted and sent to WSVSD for review.
 - Request for Qualifications (RFQ) out for Personal Service Contract – Engineering 2023- **Statement of Qualifications due February 21, 2023. Contracts will be reviewed and brought to council at the March 1 meeting.**

Department Needs:

- Our street file room is incredibly crowded. We are looking at purchasing 2 new file cabinets but will not be able to expand beyond that within the space we have. In looking at the future of our Public Record Retention process, it would increase efficiency and response time for requesters if we could begin to move records to an electronic format.. With the small size of our staff, this would only be possible by hiring an outside company to complete the transition. My intention is to pursue grant options for this process The good news is, the new building/permitting software from SmartGov will provide electronic records for all building/permitting after implementation.
- Because we are a very small city hall staff, we are looking at how we can increase efficiency and provide time for each position to have dedicated work time. The City Hall Staff and Mayor will be looking at a change in public office hours to allow for dedicated work time with no distractions.

Upcoming Trainings:

- Washington Municipal Clerk Associate (WMCA) Annual Conference – Stevenson, WA March 15-17, 2023
- Labor Relations Institute by AWC – Yakima, WA – May 3-5, 2023
- Northwest Clerk Institute – Professional Development III – June 18-23, 2023

Updates for the Community / Upcoming Events:

City Operations Committee Meeting – Tuesday, February 21, 2023 at 5:30pm

Community Development Committee Meeting – **Cancelled for February**

City Lab Board Meeting – Tuesday, February 28, 2023 at 6:00pm



City of White Salmon Fire Department/ Building Department

Report February 9, 2023

Responses:

The fire department responded to 10 calls from January 28 to February 9, 4 in the city of White Salmon and 6 mutual/automatic aid to other agencies. 6 calls were medical assist, 3 calls were fire related, 1 motor vehicle crash with no injuries.

Drills:

We drill every Tuesday 6:30 pm to 8:30 pm. We are accepting applications for volunteers no experience necessary.

I have completed 31 legacy short term rental fire safety inspections since Jan. 1. This is a new program this year. All short-term rentals are required to have a safety inspection.

Three code enforcement letters have been issued. Two of the letters were to address complaints of property owners using travel trailers as accessory dwelling units. Both property owners have discontinued this use. One of the letters is a line of sight/ bushes blocking sidewalks. I did a site visit with the property owner and he stated he would prune the bushes this weekend.

Respectfully submitted.

Bill Hunsaker

Fire Chief/ Building Official

**PO Box 2139
119 NE Church Ave.
White Salmon, WA 98672**

**Office: (509) 493-1133
Fax: (509) 493-1231
Web Site: white-salmon.net**



DEPARTMENT HEAD REPORT

Department: Police

Meeting Date: February 15, 2023

Presented By: Chief Mike Hepner

For dates of 01/26/2023-02/06/2023

Administration:

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

Patrol Division:

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

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

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

- 31 of the 42 calls for service in this time frame were in White Salmon
- 2 Arrest were made in White Salmon
- 2 Motor Vehicle Crash's occurred in WS for this time frame both drivers were arrested and charged with DUI. No injuries in either.
- Officer Gunnyon turned in his resignation letter and his last day working for the Bingen-White Salmon Police Department will be on February 16th. Ed is going to go to work for the Goldendale Police Department. This is a closer commute for him and gives him more time with family and friends. He also wanted to thank both the cities of Bingen and White Salmon for their support since he was hired in August of 2019. Officer Gunnyon will be missed.
- Both Officer Rooks and I responded to the shots fired call in Hood River on February 2, 2023. Agencies from both sides of the river up and down the Gorge responded including Clackamas County Swat. Subject was taken into custody after a 10 hour standoff without serious injury.

White Salmon	Bingen	
1	2	Abandoned/Disabled Vehicle
2	4	Agency Assist
4	1	Alarm
6	5	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
		Burglary
		Child Abuse/Neglect
8	5	Citizen Assist
1	1	Civil Matter
2	1	Criminal Mischief
		Deceased
3	2	Disorderly
	2	Domestic Violence
		Drugs
		DUI
		Fire
		Fireworks
		Forgery
2		Fraud
	2	Harassment
		Hazmat
		Homicide
		Information
		Intoxication
2		Juvenile Problem
		Kidnapping
31	25	

White Salmon	Bingen
1	2
4	
1	1
1	1
2	
3	
1	
8	3
1	3
	1
2	1
2	
1	1
1	1
3	2
3	
34	16

41
65
106

Littering
Missing Person/Runaway
Medical Emergency
Mental Health
Motor Vehicle Accidents
Motor Vehicle Theft
Noise Complaint
Parking Problem
Pornography
Property Lost/Found
Prowler
Recovered Stolen Property
Resisting Arrest
Robbery
Search Warrant
Sex Crimes
Suspicious
Theft
Threats
Traffic Complaint/Hazard
Traffic Offense
Trespass
Unsecure Premise
Violation Court Order
Wanted Person
Weapons Offense
Welfare Check
911 Hang-up Calls

Bingen
White Salmon
Total



City of White Salmon Office of Public Works

Weekly report

Week of:	2/8--- 2/15/2023
-----------------	------------------

Division:	Public Works
------------------	--------------

Administration Operations

Recent Activities

Met with Pacific Fence contractor at the Booster station for an estimate to extend the fence and move a double gate entrance to encompass the water reservoir at this site. We also went to Strawberry Mt reservoir site for an estimate to move the current fence onto city property and extend to include the entire site.

Had the bid opening for phase 1 seven bids received very competitive. After the bid opening Dave with A&P sent the bids back to have his secretarial confirm the bids. After review of the bids Dave's recommendation is to award to low bidder North Cascade Excavating Inc. for the ductile pipe install with bid options 1,2, and 3. This would allow us to have fiber communications from Buck Creek Monitoring station to the Sand Plant and sent back to the PW shop via star link. This is very important as we use this information for reporting to the DOH monthly. Currently we are using Century link and sometimes we lose data or communication is non existing.

We had 4 interviews for the PW maintenance job. First round interviews were done by Stephanie, Andrew, and Jeff. Second round interviews applicants came to the shop met the entire crew. Andrew and Ryan drove them around and Ryan explained his job to them in detail so there would be no confusion as to what this job entails. This was a good experience for the crew and we as a team decided to hire Ethan Adkins. He will start March 1st. This will give Stephanie time to get everything for the paperwork process ready.

Update on the manhole replacement project on Jewett. From what I can remember and talking with the PW Team somehow the scope of work has changed from the vision that we had. Originally since Jewett was getting repaved PW thought it would be a good idea to replace the manhole suburban and lids and upgrade them to a bolt down instead of what we have now. Currently some are in the direct wheel path and when ran over you get the clanking noise this is because the suburban and the lid are worn out. The current plan is to replace the smaller 18" manhole lids with the larger lid and line some of the manholes

starting at 5th to Garfield and a couple on Wyers. Just an FYI the manhole at Skyline Dr. and Jewett has broken twice both times ruined the tire and wheel on both vehicles one of which was a transit bus. We need to figure this out now because after paving is done, I'm sure nobody will be happy to have a road tore up again.

1-million-gallon Los Altos Reservoir project is slated to be painted inside and out this year but will be delayed till next year? The issue being Strawberry Reservoir is fed from LA Reservoir and we are unsure if bypassing the reservoir will allow water to still pump to Strawberry or not. LA Reservoir was put in 1981 and Strawberry was put in the early 90's and the only way to get water there through the pump station. This could require an alternative temporary pump station to be put in if the bypass doesn't work. The other issue is this is a two-month process give or take, that is weather sensitive, and tends to be in peak demand for irrigation/fire season. Water conservation and notification of this project would be key in making this seamless.

PW is actively moving forward with the carshare project as you've seen the ditch is dug. Met with Dennis from Coburn about meter main and charger placements he had some ideas to make the site more robust and durable. We are just waiting on a contract with Opt-Connect to Coburn and we can finish up the infrastructure.

Talked with Stephanie about the city moving forward with fixed meter base reading. Looks like we need to do some research for Master Meter. Hoping to get all info to them and get this on the 2024 budget.

SCADA update with phase 1 going on there will be a conduit put in for fiber so communication from Buck Creek Monitoring station to the Sand Plant will communicate back to the PW shop via star link.

Working with Stephanie to source where Russ had planned to get the GIS equipment from and training.

We will be planning on smoke testing the Wastewater line May-June from the Waubish lift station along the bluff to Dock Grade. This line if you're not aware literally is hanging over the bluff inaccessible to some parts and has the potential to be a very costly repair if we have a main line break. This is done through Evergreen Rural Water free of charge to the city.

Mailboxes are waiting for final approval of site placement. And some sites need to be vacated by adjacent property owners or cleaned up. PW will be responsible for maintenance and snow removal for mail delivery.

Coburn will be upgrading some electrical wiring at Strawberry Reservoir site this week. With the cold weather we had the Rosemont freeze twice now and both times were at night called out operator to dethaw. With the electrical work and PW making a shed to enclose the Rosemont we should be good. This is the first time in 17 years I've been here this has happened.

The Director of the Montessori School called about the potholes in the gravel driveway/alley

between Estes and Fields. She was concerned about how large the holes are and safety. PW scratched the holes out, graveled, and compacted area.

Stephanie will be providing an update to the Sweetgum tree as she received one bid.

PW has placed the reader board sign. Please remember ballots due 2/14.

Paint striper is being repaired and tested should have it back in plenty of time to test it out. Plan is to hopefully paint the center strip on Main, Estes, and Snohomish this year. Along with the crosswalks.

Andrew is going to one day 2/15 Free class for Government Contracting in Vancouver
Stephanie was going to go but could not she recommend Andrew to go in her place.
Ryan is also going to class for CEUS for his pesticide license renew in Yakima from 2/14-2/17.

Issues/Needs

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



DEPARTMENT UPDATE

Department: Planning Department
Meeting Date: February 15, 2023
Presented By: Jeff Broderick, Planner

Short-term Rentals

Renewals for 2023 are wrapping up, with lots of hard work by Erika Castro-Guzman. There are 31 complete applications, 10 incomplete applications with most pending final fire inspections. We have one new application. There are several STR permits that may be converted to a status as a hotel. With all of these considered, including the STRs that may convert to a hotel, we are at about the same number as we had in late 2022.

Planning Updates

Land use actions that will be complete or have decisions issued in next two weeks are:

- Variance appeal hearing with hearings examiner-Applicant canceled hearing, working on rescheduling and determining if the applicant would like to move forward.
- Planning Commission did not approve a variance heard by the Commission on Feb. 8.
- Boundary line adjustment on SE Oak completed and issued
- Catching up on building permits with multiple issued last week for renovation-related projects
- Short plat east of Wyer's End started and should be wrapped up by the next Council meeting
- Four Oaks subdivision proposal on N. Main Street-Review has started, public notices issued, adjacent property owner notices sent on 2/13 and notice published in the paper on 2/15. Staff held meeting on 2/13 to review plans and determine what departments need to provide information, standards, etc. to the planner so he can start writing the findings and recommended decision. We are on track for a March 22 hearing before the Planning Commission with a hearing before the City Council to follow. There will be a development agreement as part of this subdivision that the Council will consider later in the spring and this agreement is still being hammered out.

TSP Update

After discussions with the Mayor, it was decided to create a Spanish version of the survey/online open house. Nelson/Nygaard (consulting firm) did the translation. Erika Castro-Guzman will review the Spanish version of the survey prior to making this public to ensure proper translation. Jeff is working with Public Works to determine how many cross-sections may need to be created or if current diagrams from Public Works are sufficient. The survey/online open house should go live the week of Feb. 13. Because of numerous delays since the beginning of this project, we are working with Nelson Nygaard on developing a new timeline for getting this done. Once the survey/online open house is available for the public, please discuss this within the community so we can promote this and get as many residents of all ages to participate.



CAO/SMP Update

The consultant working on this project will present proposed changes at the February 22 Planning Commission meeting. Proposed changes were sent as part of the Feb. 22 Planning Commission packet on Feb. 15. At the time this Council update was written, the City had not received the proposed changes, but we expected to receive these early in the week of Feb. 13. These will be only proposed changes. The Planning Commission and City Council will review final drafts of these prior to adoption later in the spring and public outreach is part of this process prior to adoption.

Annexation

Staff is working on a potential annexation on the east side of North Main Street in the vicinity of the Grange. Staff is working on an outline of what steps would need to be done and who is responsible for what actions for this to happen. There is an island of unincorporated land that is surrounded by areas already within city limits. Should this move forward, the Planning Commission would consider this and then this would be heard by City Council.