



## White Salmon City Council Meeting

### A G E N D A

August 06, 2025 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: **895 1984 9664**

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/89519849664>

- I. **Call to Order, Land Acknowledgement, and Presentation of the Flag**
- II. **Roll Call**
- III. **Changes to the Agenda**
- IV. **Presentations**
  - A. PERC - Presentation on CBA process
- V. **Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided with an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- VI. **Consent Agenda**
  - A. Approval of Contract Amendment No. 3 Cameron McCarthy
  - B. Approval of Interlocal Mutual LE Assistance Agreement
  - C. Approval of Leak Credit for 492 SW Eyrie Road in the amount of \$549.63.
  - D. Approval of Notice of Award - Transmission Main Phase 2A
  - E. Approval of Pay App No. 0.1 - Transmission Main Phase 2A - Ferguson Water Works
  - F. Approval of Pay App No. 1 - N Main Ave - Spring St - Ajax NW
  - G. Approval of Pay App No. 14-NCE - Transmission Main Phase 1
  - H. Approval of Meeting Minutes - Special Council Meeting 07.16.2025
  - I. Approval of Vouchers
- VII. **Business Items**
  - A. Charter Cable Franchise Agreement
    - A. Presentation
    - B. Discussion
    - C. Action
  - B. Resolution 2025-08-629 Council Agenda Procedure
    - A. Presentation
    - B. Discussion
    - C. Action

**VIII. Reports and Communications**

- [A.](#) Staff Reports
- B. Council Member/Committee Reports
- C. Mayor's Updates

**IX. Executive Session (if needed)**

**X. Adjournment**



**File Attachments for Item:**

A. Approval of Contract Amendment No. 3 Cameron McCarthy



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No, not necessary

Meeting Date:

8.6.25

Agenda Item:

Contract Amendment No. 3- Cameron McCarthy

Presented By:

Andrew Dirks, Public Works Director

### Action Required:

Approval of Contract Amendment No. 3 with Cameron McCarthy related to project closeout and Department of Health Permitting not to exceed \$22,459.10

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Contract Amendment No. 3 with Cameron McCarthy related to project closeout and Department of Health Permitting not to exceed \$22,459.10

### Background of Issue:

Extra consultant efforts were required of Cameron McCarthy to ensure that all requirements of the Washington State Department of Health as well as Klickitat County Department of Health were met.

### 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:

Accounted for in the Park- contractual services budget

### Policy & Plan Implications:

Mention in the CFIP

### Recommendation of Staff/Committee:

Staff recommends Contract Amendment No. 3 with Cameron McCarthy related to project closeout and Department of Health Permitting not to exceed \$22,459.10

**Amendment No. 3**  
**Personal Services Contract**  
**Cameron McCarthy Landscape Architecture & Planning LLP**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Cameron McCarthy Landscape Architecture & Planning LLP (CONTRACTOR), dated September 8, 2021.

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

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

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on ~~June 30, 2022~~ **December 31, 2023**.  
**August, 31 2025**

**Consideration**

- (a) City agrees to pay Contractor ~~\$63,778.00~~ ~~\$111,700~~ **\$134,094.99** incurred in the performance of duties as identified in Exhibit A, Comprehensive Park, Open Space and Recreation Plan Consulting Services – Scope of Work, Schedule and Fee Proposal **and Exhibit B, Rheingarten Park Design Services Proposal Scope of Work and Fee Proposal (dated December 14, 2022)**.
- (b) Monthly invoices shall be submitted to the City itemizing all costs to be billed.

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

CONTRACTOR  
**Cameron McCarthy Landscape Architecture  
 & Planning LLP**

OWNER  
**City of White Salmon**

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 01818  
Date 08/22/2024

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 07/31/2024.

## Professional Fees

	Hours	Rate	Billed Amount
Principal	0.50	180.00	90.00
Associate	30.50	150.00	4,575.00
Professional Fees subtotal	31.00		4,665.00

## Reimbursables

	Units	Rate	Billed Amount
Miles	130.00	0.67	87.10
Parking & Tolls	1.00	7.00	7.00
Reimbursables subtotal			94.10

## Consultant

	Units	Rate	Billed Amount
Consultant			
Phoenix Engineering and Consulting, Inc.	1.00	7,700.00	7,700.00

Invoice total **12,459.10**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	1,740.00	10,605.00	12,345.00	35.00
T4 Bidding	4,400.00	1,812.00	2,587.50	4,399.50	0.50
T5 Construction Administration	8,920.00	1,113.00	75.00	1,188.00	7,732.00
Subtotal	38,130.00	4,665.00	25,672.50	30,337.50	7,792.50
Reimbursable Expenses	32,910.00	7,794.10	20,432.81	28,226.91	4,683.09
Total	134,818.00	12,459.10	108,593.99	121,053.09	13,764.91

A.

Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10	12,459.10				
	Total	12,459.10	12,459.10	0.00	0.00	0.00	0.00

Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 01864  
Date 09/11/2024

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 08/31/2024.

## Professional Fees

	Hours	Rate	Billed Amount
Associate	16.00	150.00	2,400.00
Reimbursables			
	Units	Rate	Billed Amount
Miles	148.00	0.67	99.16
Invoice total			<b>2,499.16</b>

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,345.00	12,345.00	35.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	2,400.00	1,188.00	3,588.00	5,332.00
Subtotal	38,130.00	2,400.00	30,337.50	32,737.50	5,392.50
Reimbursable Expenses	32,910.00	99.16	28,226.91	28,326.07	4,583.93
Total	134,818.00	2,499.16	121,053.09	123,552.25	11,265.75

-1,817.07 Check received

Balance Due: 682.09

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10	12,459.10				
01864	09/11/2024	2,499.16	2,499.16				
Total		14,958.26	14,958.26	0.00	0.00	0.00	0.00

A.

*Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.*

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 01899  
Date 10/16/2024

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 09/30/2024.

## Professional Fees

	Hours	Rate	Billed Amount
Principal	0.56	180.00	100.80
Associate	4.22	150.00	633.00
Professional Fees subtotal	4.78		733.80

Invoice total **733.80**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	33.00	12,345.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	700.80	3,588.00	4,288.80	4,631.20
Subtotal	38,130.00	733.80	32,737.50	33,471.30	4,658.70
Reimbursable Expenses	32,910.00	0.00	28,326.07	28,326.07	4,583.93
Total	134,818.00	733.80	123,552.25	124,286.05	10,531.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10		12,459.10			
01864	09/11/2024	2,499.16		2,499.16			
01899	10/16/2024	733.80	733.80				
Total		15,692.06	733.80	14,958.26	0.00	0.00	0.00

Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.



A.

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 01950  
Date 11/18/2024

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 10/31/2024.

## Professional Fees

	Hours	Rate	Billed Amount
Associate	8.50	150.00	1,275.00
Consultant			
	Units	Rate	Billed Amount
Consultant			
Klein & Associates Inc	1.00	4,450.00	4,450.00
Invoice total			<b>5,725.00</b>

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,378.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	1,275.00	4,288.80	5,563.80	3,356.20
Subtotal	38,130.00	1,275.00	33,471.30	34,746.30	3,383.70
Reimbursable Expenses	32,910.00	4,450.00	28,326.07	32,776.07	133.93
Total	134,818.00	5,725.00	124,286.05	130,011.05	4,806.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10			12,459.10		
01864	09/11/2024	2,499.16			2,499.16		
01899	10/16/2024	733.80		733.80			
01950	11/18/2024	5,725.00	5,725.00				
Total		21,417.06	5,725.00	733.80	14,958.26	0.00	0.00

A.

*Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.*

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 02003  
Date 12/11/2024

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 11/30/2024.

## Professional Fees

	Hours	Rate	Billed Amount
Associate	2.00	150.00	300.00

Invoice total **300.00**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,378.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	300.00	5,563.80	5,863.80	3,056.20
Subtotal	38,130.00	300.00	34,746.30	35,046.30	3,083.70
Reimbursable Expenses	32,910.00	0.00	32,776.07	32,776.07	133.93
Total	134,818.00	300.00	130,011.05	130,311.05	4,506.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10				12,459.10	
01864	09/11/2024	2,499.16				2,499.16	
01899	10/16/2024	733.80		733.80			
01950	11/18/2024	5,725.00	5,725.00				
02003	12/11/2024	300.00	300.00				
Total		21,717.06	6,025.00	733.80	0.00	14,958.26	0.00

Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.

A.

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 02087  
Date 02/19/2025

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 01/31/2025.

## Professional Fees

	Hours	Rate	Billed Amount
Principal	0.25	180.00	45.00
Associate	2.00	150.00	300.00
Professional Fees subtotal	2.25		345.00

Invoice total **345.00**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,378.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	345.00	5,863.80	6,208.80	2,711.20
Subtotal	38,130.00	345.00	35,046.30	35,391.30	2,738.70
Reimbursable Expenses	32,910.00	0.00	32,776.07	32,776.07	133.93
Total	134,818.00	345.00	130,311.05	130,656.05	4,161.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10					12,459.10
01864	09/11/2024	682.09					682.09
01899	10/16/2024	733.80					733.80
01950	11/18/2024	5,725.00				5,725.00	
02003	12/11/2024	300.00			300.00		
02087	02/19/2025	345.00	345.00				
Total		20,244.99	345.00	0.00	300.00	5,725.00	13,874.99

A.

*Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.*

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 02261  
Date 06/17/2025

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 05/31/2025.

## Professional Fees

	Hours	Rate	Billed Amount
Associate	1.00	150.00	150.00

Invoice total **150.00**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,378.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	150.00	6,208.80	6,358.80	2,561.20
Subtotal	38,130.00	150.00	35,391.30	35,541.30	2,588.70
Reimbursable Expenses	32,910.00	0.00	32,776.07	32,776.07	133.93
Total	134,818.00	150.00	130,656.05	130,806.05	4,011.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10					12,459.10
01864	09/11/2024	682.09					682.09
01899	10/16/2024	733.80					733.80
01950	11/18/2024	5,725.00					5,725.00
02003	12/11/2024	300.00					300.00
02087	02/19/2025	345.00				345.00	
02261	06/17/2025	150.00	150.00				
Total		20,394.99	150.00	0.00	0.00	345.00	19,899.99



A.

*Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.*

# CAMERON McCARTHY

LANDSCAPE ARCHITECTURE & PLANNING

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

Invoice number 02280  
Date 07/08/2025

Project **White Salmon Comprehensive Park,  
Open Space & Recreation Plan**

For professional services through 06/30/2025.

## Consultant

	Units	Rate	Billed Amount
Consultant			
Wells Fargo	1.00	2,000.00	2,000.00

Invoice total **2,000.00**

## Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Park System Plan					
Professional Fees	60,150.00	0.00	60,150.00	60,150.00	0.00
Reimbursable Expenses	3,628.00	0.00	2,338.68	2,338.68	1,289.32
Subtotal	63,778.00	0.00	62,488.68	62,488.68	1,289.32
ASR Rheingarten Play and Splash Pad					
T1 Project Initiation	2,410.00	0.00	2,405.00	2,405.00	5.00
T2 Preliminary Design	10,020.00	0.00	10,000.00	10,000.00	20.00
T3 Construction Documents	12,380.00	0.00	12,378.00	12,378.00	2.00
T4 Bidding	4,400.00	0.00	4,399.50	4,399.50	0.50
T5 Construction Administration	8,920.00	2,000.00	6,358.80	8,358.80	561.20
Subtotal	38,130.00	2,000.00	35,541.30	37,541.30	588.70
Reimbursable Expenses	32,910.00	0.00	32,776.07	32,776.07	133.93
Total	134,818.00	2,000.00	130,806.05	132,806.05	2,011.95

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01818	08/22/2024	12,459.10					12,459.10
01864	09/11/2024	682.09					682.09
01899	10/16/2024	733.80					733.80
01950	11/18/2024	5,725.00					5,725.00
02003	12/11/2024	300.00					300.00
02087	02/19/2025	345.00					345.00
02261	06/17/2025	150.00	150.00				
02280	07/08/2025	2,000.00	2,000.00				
Total		22,394.99	2,150.00	0.00	0.00	0.00	20,244.99

A.

*Please remit payment to Cameron McCarthy Landscape Architecture & Planning LLP, 160 East Broadway, Eugene OR 97401.  
Federal ID No. 93-0938214.*

**File Attachments for Item:**

B. Approval of Interlocal Mutual LE Assistance Agreement



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

Yes

Meeting Date:

August 6, 2025

Agenda Item:

Interlocal Mutual Law Enforcement Assistance Agreement

Presented By:

Mike Hepner, Police Department

### Action Required:

Review and approve the Interlocal Mutual Law Enforcement Assistance Agreement. This agreement will remain in effect unless termination is requested.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Move to authorize the Mayor to sign the Interlocal Mutual Law Enforcement Assistance Agreement.

### Background of Issue:

For many years, a Master Interlocal Mutual Law Enforcement Assistance Agreement has existed between all law enforcement agencies within the Columbia Gorge area. The purpose of this agreement is to provide duly certified law enforcement of all agencies with the authority to legally perform the duties of law enforcement personnel within the other agency's jurisdiction. This reciprocal cross jurisdictional authority is necessary to allow sworn law enforcement personnel to legally perform duties which may be necessary to protect life and property and investigate crimes.

The last agreement was signed in 2013.

### Explanation of Issue:

A Interlocal Mutual Law Enforcement Assistance Agreement allows multiple law enforcement agencies to cooperate and provide mutual aid during emergencies or other situations. This type of agreement enables agencies to combine personnel, resources, and expertise, improving their ability to respond effectively to incidents that might be beyond the capacity of a single agency.

### 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 no financial impact.

### Recommendation of Staff/Committee:

Staff recommends the council approve the Agreement.

B.



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

---

**Follow Up Action:**

There is no follow up action required at this time.

## **MASTER INTERLOCAL MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT**

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) 190.010 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment.

WHEREAS, ORS 190.472 provides that full time Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states.

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer if the officer is in fresh pursuit as defined in RCW 10.93.120 or pursuant to a Mutual Law Enforcement Assistance Agreement; and

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) **Definitions.**

- a) **Administrative and Support Units** mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) **Authorized representative** means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) **Chief law enforcement officer** includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) **Emergency Assistance** means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) **Employing agency** means the law enforcement agency under whose employment an officer is authorized to act and includes the "primary commissioning agency" as that phrase is defined in RCW 10.93.020(8) and "commissioning agency" as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) **Incident commander** means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.
- g) **Law Enforcement Agency** means any "law enforcement unit" as defined in ORS 181A.355 (12) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(3), as now enacted or hereafter amended.
- h) **Major incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- i) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.



- j) **Personnel** means uniformed, investigative, or support service personnel, including uniformed reserve officers, of any law enforcement agency, which is a party to this agreement.
- k) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181A.355 (14), ORS 190.472, RCW 10.93.020, and RCW 10.93.020(6), as now enacted or hereafter amended.
- l) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(1), as now enacted or hereafter amended.
- m) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- n) **Party** means each of the governmental entities that is a party to this Agreement.
- o) **Requesting party means a party in need of or requesting assistance under this Agreement.**
- p) **Assisting party** means a party responding outside the geographic boundaries of that party in response to a need or request for assistance by another party under this Agreement.
- q) **Technical law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, dive rescue and recovery and marine patrol units.
- r) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- s) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.

- t) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.
- 2) **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient; (5) To provide each participating agency the necessary approval to utilize all necessary frequencies in order to communicate with each other in an incident.
- a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction of the requesting party.
- (i) **Requests for Aid.** Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the assisting party.
- (ii) **Response Procedure.** Upon receipt of a request for mutual aid under this agreement, the party receiving the request (assisting party) shall, as soon as reasonably possible, take the following actions:
- a. Determine whether the assisting party has the personnel, equipment, material or other form of assistance available to respond to the request;
  - b. Determine what available personnel, equipment, material and/or other forms of assistance shall be supplied;
  - c. Dispatch or otherwise make available appropriate and available personnel, equipment, material and/or other assistance to the location or locations designated by the requesting party;
  - d. Provide appropriate access to the requesting party and/or other assisting parties to available equipment, material and/or other assistance provided by the assisting party;

- e. Advise the requesting party immediately in the event all or some of the requested personnel, equipment, material or other type of assistance is not available or will not be available within a reasonable amount of time;
- (iii) Each party has the right, in the party's sole discretion, to determine the availability and priority of providing personnel, equipment, material and/or other forms of assistance under this Agreement.
- (iv) Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any assisting party personnel shall withdraw from the scene of a major incident. Further, the assisting party shall be released by the incident commander as soon as their services are no longer required or when the assisting party is needed within the area for which it normally provides law enforcement services.
- (v) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.
  - a. *Extraordinary expense*, as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.
  - b. *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.
  - c. *Expenses*. Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party for the first 48 hours. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the requesting party after 48 hours. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
  - d. Expenses incurred in connection with extended non-emergency assistance shall be provided for through subsequent mutual aid agreements.
- b) **Investigative Activities**. In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized

representative either in person or by telephone. Such independent investigative activities by a party shall not be construed as having been requested by any other party. In such instances all expenses and liabilities shall reside with the party conducting the independent investigative activities.

- c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.
- d) **Technical Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated police officers who (i) are assigned to technical law enforcement units, as defined in paragraph 1, (ii) are eligible for cross-commissioning or special commissioning under applicable laws, (iii) meet or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission, and (iv) are in good standing with their employing agency.
  - (i) Responsibility of Employing Agency. The employing agency shall:
    - Identify each officer assigned to or removed from its technical law enforcement units at the time of assignment or removal;
    - Certify, not less than annually, that each officer identified as assigned to its technical law enforcement units remains so assigned and remains in good standing with the employing agency;
    - In the case of reassignment, retirement, or suspension of any person previously assigned to its technical law enforcement units, recover and surrender commission cards and other documents furnished by the agency with primary territorial jurisdiction.
  - (ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:
    - Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's special law enforcement units and certified to be in good standing;
    - Provide authorized forms of oath to each cross-commissioned or specially commissioned officer;
    - Provide authorized commission cards to each cross-commissioned or specially commissioned officer; and

- Prescribe limitations and additional training, as may be agreed to by the parties, relating to the exercise of authority by cross-commissioned or specially commissioned officers.

(iii) Responsibility of Cross-Commissioned or Specially Commissioned Officers. Officers who are cross-commissioned or specially commissioned under this agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;
- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3) **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1<sup>st</sup> days of each following January thereafter unless terminated in accordance with the provisions of paragraph 19, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.

4) **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Hood River, Wasco and Sherman and Gilliam and law enforcement agencies within the Washington Counties of Skamania and Klickitat. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

- Hood River County, Oregon – Hood River County Sheriff
- City of Hood River
- Wasco County, Oregon – Wasco County Sheriff
- City of The Dalles
- Sherman County, Oregon – Sherman County Sheriff
- Skamania County, Washington – Skamania County Sheriff
- Klickitat County, Washington – Klickitat County Sheriff
- City of Goldendale
- City of White Salmon
- City of Bingen
- Oregon State Police

- 5) **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
- 6) **Financial Administration.** Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement. The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets shall be governed by subsequent agreements between participating agencies of this agreement.
- 7) **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party will continue to pay costs for their own personnel. Each party shall remain fully responsible as employer for cost of all personnel provided through this agreement. This includes the cost of all personnel provided at each employee's current wages, including overtime, if any. Each party shall remain fully responsible as employer for payment of all taxes, assessments, fees, wages, benefits, workers' compensation coverage, and all other direct and indirect compensation and benefits with respect to its own employees. Each party shall insure its own employees as required by respective state laws.

8) **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.

- a) Notwithstanding anything to the contrary in paragraph 12, each party is responsible for damages to or loss of its own equipment. Further, each party waives the right to sue any other participating party for any damages to or loss of such equipment incurred while such equipment is being utilized pursuant to this Agreement, even if the damage or loss is caused wholly or partly by the negligence of any such participating party or its officers, employees, or volunteers.
- b) All equipment and unused materials and supplies provided in accordance with this Agreement shall be returned to the assisting party upon release by the requesting party or upon demand by the assisting party.
- c) The requesting party shall reimburse, at cost, each assisting party for all materials and supplies provided by the assisting party which are used during the emergency incident.

9) **Supervision and Control Over Officers.**

a) **Major Incidents**

- (i) **Incident Commander.** The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
- (ii) **Incident Coordinator.** Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the requesting party shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result.
- (iii) **Technical Law Enforcement Units.** Technical law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," Drug or drug and vice divisions, multi agency task forces, Gang enforcement units, Canine units, Traffic units, Dive rescue and recovery units and Marine units or other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her

unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

- b) **Investigative Activity.** Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
  - c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
  - d) **Technical Law Enforcement Units.** Personnel assigned to technical law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
- 10) **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
- 11) **Consideration.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance.
- 12) **Liability and Indemnification.**
- a) To the extent permitted by, and subject to the constitutions and laws of the parties, and except with respect to injuries or occupational diseases to employees of parties within the scope of the workers' compensation coverage required to be provided as set forth in paragraph 7 of this Agreement, the requesting party agrees to defend, indemnify and hold harmless each and every other party, and each other party's officers, employees and agents, from and against any and all claims, suits, actions, damages, fees, costs, losses and expenses resulting from, arising out of or in any way connected with activities conducted in the performance of this Agreement at the request of the requesting party.



- b) **Property of the Parties.** No party to this Master Agreement is obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting party shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraphs 2(a)(v) and 8 hereof.
  - c) **Notice of Claims or Actions.** If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.
  - d) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-.300).
- 13) **Compliance with Laws and Regulations.** Each party agrees to comply with all federal, state and local laws, codes, regulations and ordinances applicable to any and all work performed under this Agreement.
- 14) **Non-Exclusive Agreement.** This Agreement is not intended to be exclusive among the participating parties. Any participating party may enter into a separate emergency assistance or mutual aid agreement, and any other form of agreement, with any other participating party or any other entity. However, no such separate agreement shall terminate any responsibility under this Agreement. To the extent other emergency assistance or mutual aid agreements between or among any of the participating parties are inconsistent with this Agreement, the terms of this Agreement shall control.
- 15) **No Dedication of Facilities.** No undertaking by an assisting party to any other requesting party under any provision of this Agreement constitutes a dedication of the facilities or assets of the assisting party, or any portion thereof, to the public or to any other party. Except as otherwise stated in this Agreement, nothing in this Agreement shall be construed to give a party any right of ownership, possession, use or control of the facilities or assets of any other party.
- 16) **No Association, Joint Venture or Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among any of the parties to this Agreement, or to impose any partnership obligations or liabilities upon any party to this Agreement. Furthermore, no party is deemed by reason of this Agreement or participation in any emergency incidents pursuant to this Agreement to be an agent or representative of or to otherwise bind any other party.
- 17) **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition,

copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.

- 18) **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.
- 19) **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
  - a) Any such termination notice shall be hand-delivered or sent via the United States Postal Service, certified mail, return receipt requested, to the agency head of each of the remaining parties, with a copy provided to the governing body of each of the remaining parties to this Agreement.
  - b) Upon termination of this Agreement by a party as to that party, all property not owned by the terminating party which is in the custody or possession of the terminating party, shall be returned as soon as reasonably possible to the party that owns the property.
- 20) **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the

judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 21) **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.
- 22) **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
- 23) **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
- 24) **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
- 25) **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
- 26) **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.
- 27) **Priority of Documents and Construction.**
  - a) **Pre-existing Agreements.** Subject to paragraph 29, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.
  - b) **Subsequent Agreements, Subsequently Amended Agreements.** Subject to paragraph 29, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in

which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.

- 28) **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
- 29) **Amendment.** The provisions of this agreement may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
- 30) **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
- 31) **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.
- 32) **Addition of Other Units of Local Government.** Other units of local government which are otherwise eligible to become parties to this Agreement pursuant to the statutory authorizations for this Agreement, may become parties to this Agreement by (a) obtaining consent to become a party to this Agreement by all entities who, at the time of the request, are parties to this Agreement; and (b) executing a copy of this Agreement.
- 33) **Counterparts.** This Agreement may be executed in separate counterparts, each of which, when executed and delivered, shall be an original, but all of which shall constitute one and the same Agreement.

EXECUTED on the day and year first written below.

**CITY OF WHITE SALMON, WASHINGTON**

\_\_\_\_\_  
Mayor

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

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

Marla Keethler, Mayor  
Mike Hepner, Police Chief  
City of White Salmon  
P.O. Box 2139  
White Salmon, WA 98672

**File Attachments for Item:**

C. Approval of Leak Credit for 492 SW Eyrie Road in the amount of \$549.63.

City of White Salmon  
Office of City Hall



Customer Name: [REDACTED]

Account Number: [REDACTED]

Service Address: 492 SW Eyrie Road

**Facts:**

1. The city currently reads meters every month. The meter for this account was read the first week of April and May and covers water usage for March and April. The meter reading showed that 147,000 gallons of water had been used for the time period. The property owner was notified by letter of ELA and high usage compared to the same time period in 2024 and that at the meter reading water had been running continuously through the meter for a 24-hour period.
2. The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated April 9, 2025.
3. The property owner stated in the request that the leak was caused by "broken underground adapter/connection".
4. The property owner stated in the request that the leak was fixed by (No Explanation given).
5. City of White Salmon Public Works staff verified by reading the meter on April 14, 2025 that the meter no longer shows a leak is occurring on the property.

**White Salmon Municipal Code 13.06.048 states:**

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, pipping or devise being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.
- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
- D. Failure by the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
- E. Depending on the age, condition or type of plumbing being repaired, the city reserves the right to require replacement of plumbing to be considered ineligible for the leak forgiveness program.
- F. Irrigation water meter accounts are not eligible for the leak forgiveness program.

1. The property owner became aware of the leak April 9, 2025.
2. The leak reduction request included an invoice from (No information provided) stating (No information provided).
3. The total water usage that went through the meter was 147,000 gallons of water.

### Water Usage Billing History

Date	Water Usage Gallons	Water Base	Water usage	Water Surcharge	Sewer Basic	Sewer Overage Charges	Other Changes	Total Bill
03/28/2024	2,000	78.09	2.82	6.25	0	0	0	87.16
04/29/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
05/30/2024	0	78.09	0	6.25	0	0	0	84.34
06/27/2024	0	78.09	0	6.25	0	0	0	84.34
07/30/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
08/29/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
09/27/2024	2,000	78.09	2.82	6.25	0	0	0	87.16
10/30/2024	0	78.09	0	6.25	0	0	0	84.34
11/26/2024	2,000	78.09	2.82	6.25	0	0	0	87.16
12/30/2024	3,000	78.09	4.23	6.25	0	0	0	88.57
01/30/2024	2,000	84.33	2.82	6.25	0	0	0	93.40
02/27/2024	0	84.33	0	6.25	0	0	0	90.58
03/28/2025	0	84.33	0	6.25	0	0	0	90.58
04/29/2025	24,000	84.33	134.00	6.25	0	0	0	224.58
05/29/2025	123,000	84.33	1099.25	6.25	0	0	0	1189.83

White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water (and sewer for businesses) charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment is calculated as follows:

**April 2024** billed usage.

$$\$1.53 = (1 * 1.53)$$

**April 2025** billed usage.

$$\$134.00 = (5 * 1.53) + (10 * 3.86) + (9 * 9.75)$$

**Total:**

$$\$134.00 - \$1.53 = \$132.47 / 2 = \$66.24 - \text{Does not meet the minimum of } \$100.00.$$

**May 2024** billed usage.

$$\$0.00$$

**May 2025** billed usage.

$$\$1099.25 = (5 * 1.53) + (10 * 3.86) + (108 * 9.75)$$

**Total:**

$$\$1099.25 - \$0.00 = \$1099.25 / 2 = \$549.63$$

The reduction in water consumption charges would be \$549.63.



City of White Salmon  
Office of City Hall



Decision:

The Leak Adjustment Request submitted by [REDACTED] is approved by the City of White Salmon Council on August 6, 2025, in the amount of \$549.63 towards water consumption.

Dates this 6<sup>th</sup> day of August 2025

---

[REDACTED], Director of Finance

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee by requesting the form from City Hall.



## CITY OF WHITE SALMON

### REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

**Note:** In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired; the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date April 9, 2025 Customer Name [REDACTED] Acct # [REDACTED]  
 Address 492 SW Eyrie Road, White Salmon, WA 98672  
 Billing period from MARCH to April 19, 2025 Usage Metered \_\_\_\_\_ gallons.  
 Bill Date \_\_\_\_\_ Consumption Billed (not bill total) \$ \_\_\_\_\_  
 Date and how you became aware of the leak Date April 9, 2025 How you came to know about leak Notification from Troy Rosenberg  
 Date you notified City of leak on around April 10, 2025  
 Description of cause of leak or excess water use Broken underground adapter / connector  
See picture.  
 Are repairs completed on the leak? ☒ Y ☐ N If No, when will they be completed? \_\_\_\_\_  
 Detailed explanation of repair and who did the repair \_\_\_\_\_  
 Has an insurance claim been filed? Y ☒ N ☐ If so, have you received reimbursement? Y ☐ N

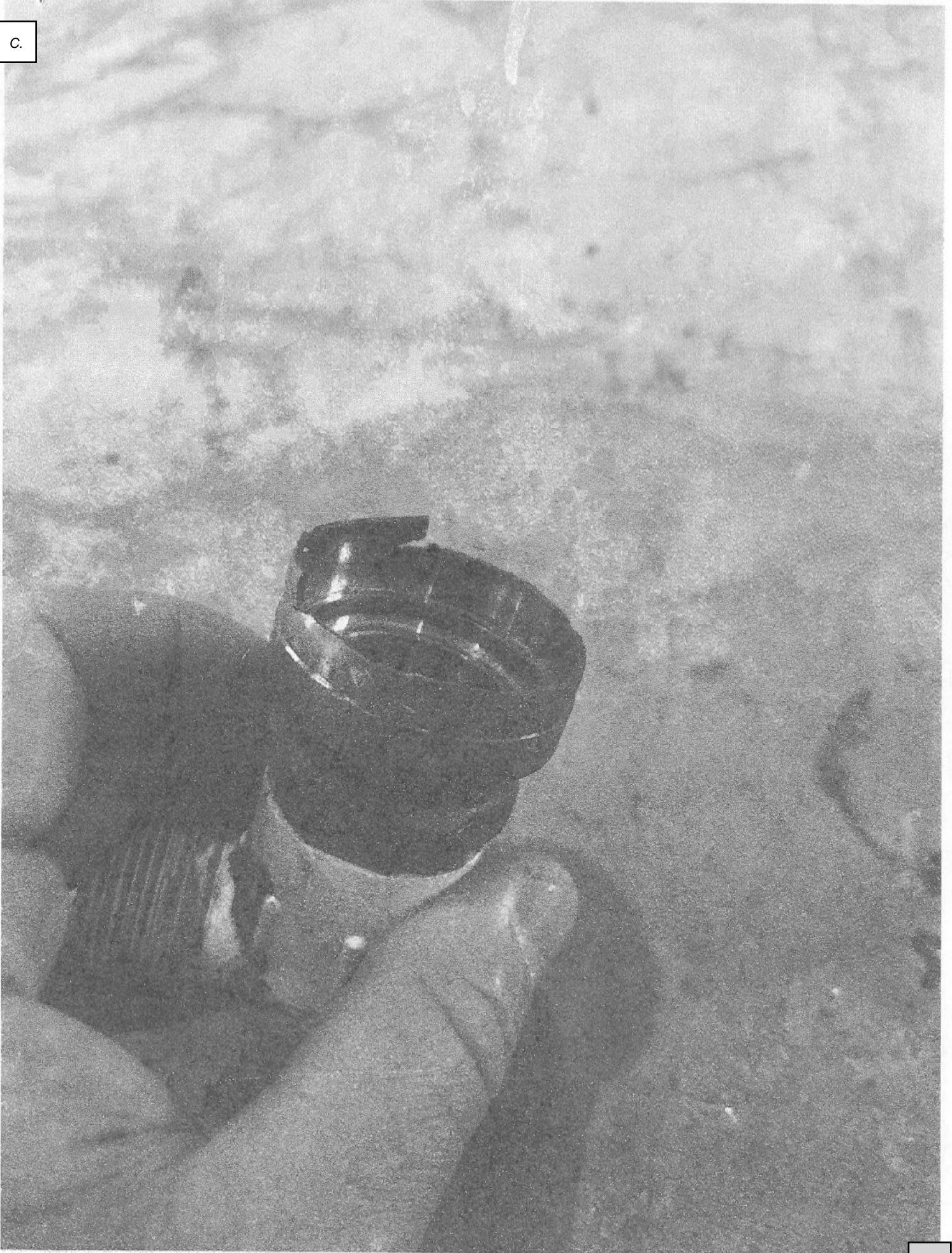
I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed [REDACTED] Date April 22, 2025

P.O. Box 2139, 100 N Main Street, White Salmon, WA. 98672

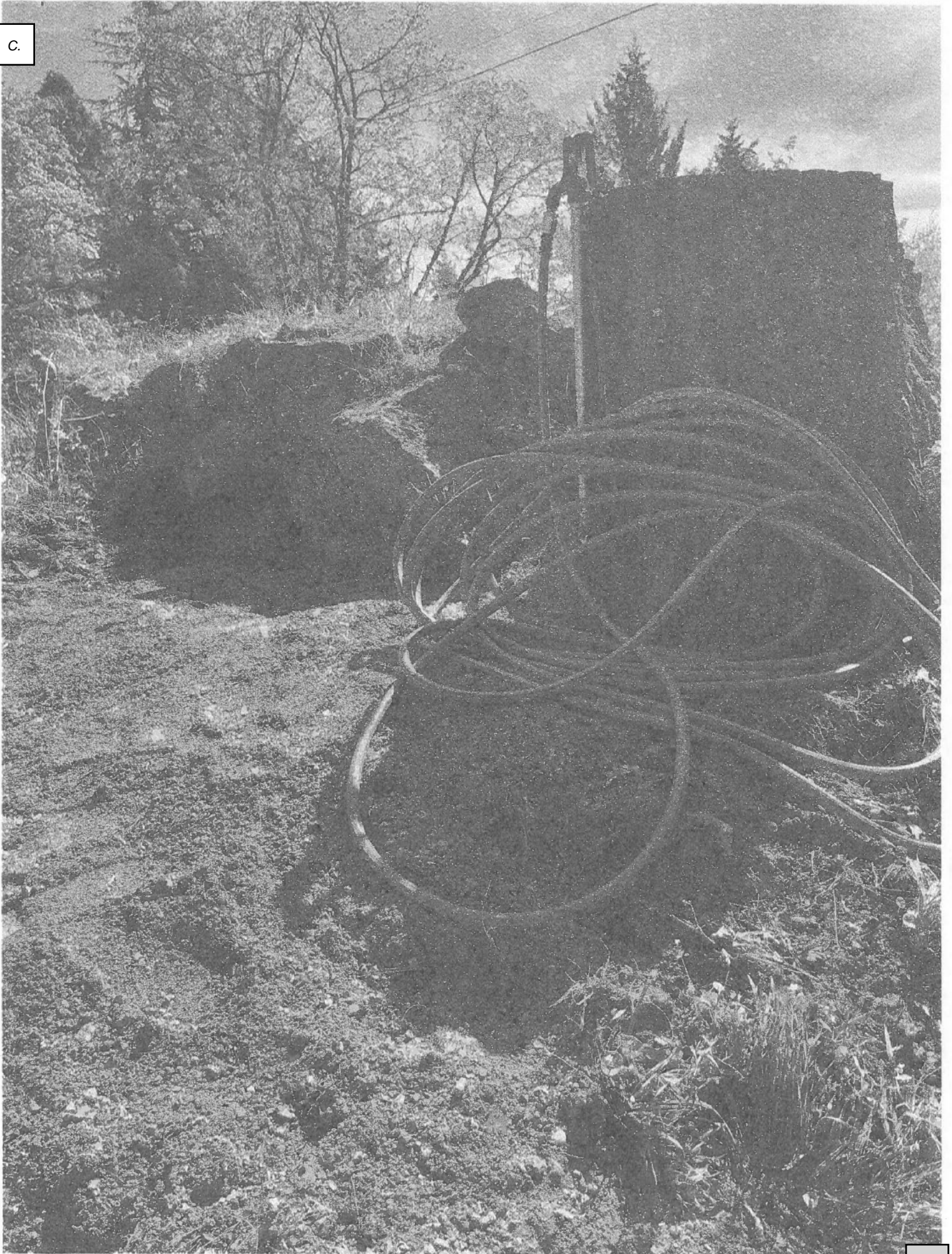
City of White Salmon is an equal opportunity employer and provider

C.





C.



C.



Class: 2 OUT CITY RESIDE Units: 1.00 Months: 1 Units/Rate: 1.00

C.	Base	Rate 2	Rate 3	Rate 4	Rate 5	Excess	Totals
Consumption	0	5	10	0	0	9	24
Units Charged:		5.00	10.00			9.00	
Charge/Unit:		1.53000	3.86000	0.00000	0.00000	9.75000	
Cost:	84.33	7.65	38.60			87.75 =	218.33

Units/Rate: 0.00

	Base	Rate 2	Rate 3	Excess	% Of Water	Totals
Consumption	0	0	0	24		24
Units Charged:		0.00	0.00	0.00		
Charge/Unit:		0.00000	0.00000	0.00000		
Cost:	6.25					= 6.25
Total:						224.58



Class: 2 OUT CITY RESIDE Units: 1.00 Months: 1 Units/Rate: 1.00

C.	Base	Rate 2	Rate 3	Rate 4	Rate 5	Excess	Totals
Consumption	0	5	10	0	0	108	123
Units Charged:		5.00	10.00			108.00	
Charge/Unit:		1.53000	3.86000	0.00000	0.00000	9.75000	
Cost:	84.33	7.65	38.60			1,053.00 =	1,183.58

Units/Rate: 0.00

	Base	Rate 2	Rate 3	Excess	% Of Water	Totals
Consumption	0	0	0	123		123
Units Charged:		0.00	0.00	0.00		
Charge/Unit:		0.00000	0.00000	0.00000		
Cost:	6.25					= 6.25

Total: 1,189.83

City Of White Salmon

## UTILITY ACCOUNT HISTORY

04/01/2024 To: 05/30/2025

Time: 15:57:08 Date: 06/27/2025

Page: 1

Service Location: 064350.0

492 SW EYRIE RD		Current	Previous	Water Usage	Sewer Usage	Electric Usage	Chg/Pymt	Balance
04/18/2024	Payment	216910830					-87.16	0.00
04/29/2024	Bill	Billing	41	1			85.75	85.75
05/16/2024	Payment	21890177					-85.75	0.00
05/30/2024	Bill	Billing	42				84.34	84.34
06/15/2024	Payment	220732420					-84.34	0.00
06/27/2024	Bill	Billing	42				84.34	84.34
07/18/2024	Payment	222728034					-84.34	0.00
07/30/2024	Bill	Billing	42	1			85.75	85.75
08/15/2024	Payment	224534914					-85.75	0.00
08/29/2024	Bill	Billing	43	1			85.75	85.75
09/15/2024	Payment	226372835					-85.75	0.00
09/27/2024	Bill	Billing	44	2			87.16	87.16
10/16/2024	Payment	228342565					-87.16	0.00
10/30/2024	Bill	Billing	46				84.34	84.34
11/15/2024	Payment	230386740					-84.34	0.00
11/26/2024	Bill	Billing	46	2			87.16	87.16
12/15/2024	Payment	232369724					-87.16	0.00
12/30/2024	Bill	Billing	48	3			88.57	88.57
01/16/2025	Payment	234584403					-88.57	0.00
01/30/2025	Bill	Billing	51	2			93.40	93.40
02/15/2025	Payment	236688196					-93.40	0.00
02/27/2025	Bill	Billing	53				90.58	90.58
03/15/2025	Payment	238764487					-90.58	0.00
03/28/2025	Bill	Billing	53				90.58	90.58
04/16/2025	Payment	240959364					-90.58	0.00
04/29/2025	Bill	Billing	53	24			224.58	224.58
05/15/2025	Payment	243069078					-224.58	0.00
05/29/2025	Bill	Billing	200	123			1,189.83	1,189.83
Billing Periods	14	Billed Amt: 2,462.13	Avg	175.87				



C.



Work Order #: 00285

Title: 492 SW Eyrie Road. Fixed leak please confirm there

Origin: Non-PM

Cost Center:

Priority: Low

Originated: 04/14/2025 02:46:00 PM

Expected:

Work Category: Water

Address: 120 N Main Ave  
White Salmon, Washington  
98672

Source Type: Location

WO Status: Completed

Originator: Troy Rosenberg

Project:

Work Type:

Assigned:

Completed: 04/14/2025 01:00:00 PM

## Work requested:

492 SW Eyrie Road. Fixed leak please confirm there is no longer a leak and provide current read on meter for a leak credit. Meter ID:02489621 - Loc: E meter in Orchard - Lread: 77 - Read on: 04.02.2025.

## Action Taken:

no leak current read 200

## Comments:

Total Labor Cost:	0.00	Total Labor Hours:	0.00
Total Part Cost:	0.00	Total Other Hours:	0.00
Equipment Usage Cost:	0.00		
Total Other Cost:	0.00		
External Labor \$:	0.00		
Non-Inv \$:	0.00		
WO Cost:	0.00	Total Hrs:	0.00

## Custom Fields

None

## Assigned To

Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1	Jeff Cooper	Foreman		jeffc@ci.white-salmon.wa.us	0.00	

## Source

Name	Location #	Path	Site	Description
Outside City	050	Utility Customer > Outside City	City of White Salmon	[N/A]

## Labor

None

## Parts

None

## Equipment Usage

None

## Tasks/Steps

None

**File Attachments for Item:**

D. Approval of Notice of Award - Transmission Main Phase 2A



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No, not necessary

Meeting Date:

8.6.25

Agenda Item:

Notice of Award- Tapani Inc- Transmission Main Phase 2A

Presented By:

Andrew Dirks, Public Works Director

### Action Required:

Approval of notice of award for the Transmission Main Phase 2a project with Tapani Inc in the amount not to exceed \$5,398,650.00.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve notice of award for the Transmission Main Phase 2a project with Tapani Inc in the amount not to exceed \$5,398,650.00.

### Background of Issue:

After reviewing all submitted bids and subsequent submitted information, Anderson Perry recommends awarding Tapani Inc as the lowest responsive bidder approximately \$3 million below the engineers' estimate.

### 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:

Funded through Public Works Board.

### Policy & Plan Implications:

Mentioned in the WSP and the CFIP

### Recommendation of Staff/Committee:

Staff recommends approval of the notice of award for the Transmission Main Phase 2a project with Tapani Inc in the amount not to exceed \$5,398,650.00.

July 30, 2025

Andrew Dirks, Public Works Director  
City of White Salmon  
100 N. Main Avenue  
White Salmon, Washington 98672

RE:      Bid Results - Transmission Main Replacement Phase IIA - 2025

Dear Andrew:

This letter describes the bid results from July 23, 2025, for the Transmission Main Replacement Phase IIA - 2025 project.

**Bid Results from July 23, 2025**

Bids for the project were received at the City of White Salmon City Hall, opened, and read on July 23, 2025, at 2:00 p.m. The City received eight bids from the following bidders:

- |                                  |                               |
|----------------------------------|-------------------------------|
| 1. Tapani, Inc.                  | 5. Jeffries Construction, LLC |
| 2. Crestline Construction        | 6. Ajax Northwest, LLC        |
| 3. James Dean Construction, Inc. | 7. Moore Excavation, Inc.     |
| 4. Rotschy, Inc.                 | 8. SLE, Inc.                  |

After the bid opening, the bids were reviewed again. Anderson Perry & Associates, Inc. (AP) entered the bid prices into a Microsoft Excel spreadsheet to verify price extensions and to confirm that the total bid amounts read matched the amounts written on each bid. Errors were found in bids from Crestline Construction and SLE, Inc.; however, these errors did not change the outcome of the bid. A copy of the Bid Tabulation, which shows the bidders' prices and costs of each individual bid item, is attached.

The bid totals ranged from \$5,398,650.00 to \$7,521,229.98. The Engineer's Estimate was \$6,968,638.05. The apparent low bidder is Tapani, Inc., with a bid that was \$1,596,988.05 lower than the Engineer's Estimate.

When the low bid is included with the cost for materials purchased by the City and estimated engineering and survey fees, the project budget is approximately \$326,000 less than the dedicated funding amount of \$8,045,000 from the Washington State Public Works Board.

Andrew Dirks

July 30, 2025

Page -2-


### Summary

Based on our review of the bids, AP recommends that the City of White Salmon consider awarding the Transmission Main Replacement Phase IIA - 2025 project to Tapani, Inc.

Please contact me if you have any questions.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 

Jay Peninger

Construction Administrator/Senior Technician

JP/mb

Enclosure

File No. 250-11-055 (w/encl.)

DirksBidResultsLtr\_WhiteSalmon\_TranMainRepPhIIA\_250-11-055.docx

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT:     City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER:           City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Tapani, Inc.		Crestline Construction		James Dean Construction, Inc.	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	L.S.	1	\$351,200.00	\$351,200.00	\$400,000.00	\$400,000.00	\$240,000.00	\$240,000.00	\$500,000.00	\$500,000.00
2	Construction Facilities and Temporary Controls	L.S.	1	\$225,000.00	\$225,000.00	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$210,000.00	\$210,000.00
3	Trench Excavation Safety System	L.S.	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00
4	Potholing All Connections and Known Utility Crossings	L.S.	1	\$35,000.00	\$35,000.00	\$65,056.00	\$65,056.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
5	Additional Potholing	Hour	40	\$300.00	\$12,000.00	\$50.00	\$2,000.00	\$250.00	\$10,000.00	\$266.00	\$10,640.00
6	Cap Existing 14-inch Water Main	Each	7	\$2,500.00	\$17,500.00	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00	\$2,600.00	\$18,200.00
7	Cap Existing 14-inch Water Main on State Route 141 Alternate	L.S.	1	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
8	CDF Placement	C.Y.	100	\$300.00	\$30,000.00	\$375.00	\$37,500.00	\$225.00	\$22,500.00	\$250.00	\$25,000.00
9	Rock Excavation	C.Y.	1,800	\$125.00	\$225,000.00	\$50.00	\$90,000.00	\$75.00	\$135,000.00	\$115.00	\$207,000.00
10	Foundation Stabilization	C.Y.	120	\$100.00	\$12,000.00	\$75.00	\$9,000.00	\$70.00	\$8,400.00	\$40.00	\$4,800.00
11	Retaining Wall	C.Y.	30	\$700.00	\$21,000.00	\$400.00	\$12,000.00	\$750.00	\$22,500.00	\$410.00	\$12,300.00
12	Gravity Wall	S.F.	70	\$200.00	\$14,000.00	\$85.00	\$5,950.00	\$100.00	\$7,000.00	\$130.00	\$9,100.00
13	Asphalt Removal	S.Y.	10,200	\$10.00	\$102,000.00	\$0.50	\$5,100.00	\$5.00	\$51,000.00	\$2.60	\$26,520.00
14	Pavement Grinding	S.Y.	7,000	\$6.00	\$42,000.00	\$5.50	\$38,500.00	\$4.00	\$28,000.00	\$15.00	\$105,000.00
15	Temporary Asphalt Installation and Removal, 2-inch Thick	L.F.	700	\$25.00	\$17,500.00	\$28.00	\$19,600.00	\$25.00	\$17,500.00	\$25.00	\$17,500.00
16	Temporary Asphalt Installation and Removal, 3-inch Thick	L.F.	9,150	\$40.00	\$366,000.00	\$17.00	\$155,550.00	\$30.00	\$274,500.00	\$32.00	\$292,800.00
17	Repair of Unmarked Storm Drain Line	Each	5	\$800.00	\$4,000.00	\$50.00	\$250.00	\$50.00	\$250.00	\$1,110.00	\$5,550.00
18	Repair of Unmarked Water Service Line	Each	5	\$600.00	\$3,000.00	\$50.00	\$250.00	\$50.00	\$250.00	\$1,110.00	\$5,550.00
19	Repair of Unmarked Irrigation System	Each	20	\$600.00	\$12,000.00	\$50.00	\$1,000.00	\$650.00	\$13,000.00	\$1,110.00	\$22,200.00
20	Asphalt Restoration, HMA Cl. 1/2-inch PG 64-28	Ton	4,800	\$150.00	\$720,000.00	\$145.00	\$696,000.00	\$150.00	\$720,000.00	\$176.00	\$844,800.00
21	Job Mix Compliance Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
22	Compaction Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Tapani, Inc.		Crestline Construction		James Dean Construction, Inc.	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	Cyclic Density Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
24	Pavement Marking Restoration	L.S.	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00
25	Gravel Surfacing	S.Y.	6,550	\$20.00	\$131,000.00	\$2.50	\$16,375.00	\$15.00	\$98,250.00	\$4.60	\$30,130.00
26	Erosion Control Matting	S.Y.	1,400	\$10.00	\$14,000.00	\$4.00	\$5,600.00	\$5.00	\$7,000.00	\$2.75	\$3,850.00
27	Landscaping Restoration	S.Y.	750	\$15.00	\$11,250.00	\$2.50	\$1,875.00	\$10.00	\$7,500.00	\$10.00	\$7,500.00
28	Agricultural Restoration	L.F.	4,000	\$10.00	\$40,000.00	\$3.00	\$12,000.00	\$5.00	\$20,000.00	\$3.00	\$12,000.00
29	4-inch Restrained Ductile Iron Water Main, Class 350	L.F.	100	\$145.00	\$14,500.00	\$160.00	\$16,000.00	\$115.00	\$11,500.00	\$100.00	\$10,000.00
30	6-inch Restrained Ductile Iron Water Main, Class 350	L.F.	270	\$150.00	\$40,500.00	\$105.00	\$28,350.00	\$120.00	\$32,400.00	\$100.00	\$27,000.00
31	8-inch Restrained Ductile Iron Water Main, Class 350	L.F.	870	\$155.00	\$134,850.00	\$130.00	\$113,100.00	\$125.00	\$108,750.00	\$100.00	\$87,000.00
32	20-inch Restrained Ductile Iron Water Main, Class 350	L.F.	3,620	\$275.00	\$995,500.00	\$310.00	\$1,122,200.00	\$324.00	\$1,172,880.00	\$320.00	\$1,158,400.00
33	Installation of 20-inch Restrained Ductile Iron Water Main, Class 350 (Owner-provided Materials)	L.F.	6,720	\$200.00	\$1,344,000.00	\$80.00	\$537,600.00	\$89.00	\$598,080.00	\$82.00	\$551,040.00
34	1-inch Service Line	L.F.	920	\$75.00	\$69,000.00	\$55.00	\$50,600.00	\$34.00	\$31,280.00	\$10.00	\$9,200.00
35	2-inch Service Line	L.F.	3,280	\$100.00	\$328,000.00	\$38.00	\$124,640.00	\$42.00	\$137,760.00	\$13.50	\$44,280.00
36	1-inch Service Line, Main Connection	Each	12	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$700.00	\$8,400.00	\$1,330.00	\$15,960.00
37	2-inch Service Line, Main Connection	Each	8	\$2,000.00	\$16,000.00	\$1,800.00	\$14,400.00	\$1,300.00	\$10,400.00	\$2,350.00	\$18,800.00
38	Service Line, Meter Connection	Each	19	\$500.00	\$9,500.00	\$500.00	\$9,500.00	\$500.00	\$9,500.00	\$660.00	\$12,540.00
39	Relocated Water Meter	Each	19	\$750.00	\$14,250.00	\$1,650.00	\$31,350.00	\$1,600.00	\$30,400.00	\$1,950.00	\$37,050.00
40	Connection to Existing 6-inch Water Main	Each	2	\$7,500.00	\$15,000.00	\$3,500.00	\$7,000.00	\$2,300.00	\$4,600.00	\$4,000.00	\$8,000.00
41	Connection to Existing 12-inch Water Main	Each	2	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$4,100.00	\$8,200.00	\$6,000.00	\$12,000.00

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Tapani, Inc.		Crestline Construction		James Dean Construction, Inc.	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
42	Connection to Existing 14-inch Main at STA A1+05	L.S.	1	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$95,000.00	\$95,000.00
43	Non-Potable Crossing, CDF	Each	13	\$5,000.00	\$65,000.00	\$1,450.00	\$18,850.00	\$1,750.00	\$22,750.00	\$840.00	\$10,920.00
44	Non-Potable Crossing, Casing Pipe	Each	3	\$7,500.00	\$22,500.00	\$12,500.00	\$37,500.00	\$5,000.00	\$15,000.00	\$1,600.00	\$4,800.00
45	2-inch Gate Valve	Each	1	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$1,800.00	\$1,800.00
46	4-inch Gate Valve	Each	5	\$1,500.00	\$7,500.00	\$1,300.00	\$6,500.00	\$1,350.00	\$6,750.00	\$2,275.00	\$11,375.00
47	6-inch Gate Valve	Each	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,675.00	\$1,675.00	\$2,500.00	\$2,500.00
48	8-inch Gate Valve	Each	2	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$3,325.00	\$6,650.00	\$4,400.00	\$8,800.00
49	20-inch Butterfly Valve, 150 psi	Each	1	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00
50	20-inch Butterfly Valve, 250 psi	Each	10	\$20,000.00	\$200,000.00	\$13,000.00	\$130,000.00	\$11,775.00	\$117,750.00	\$13,950.00	\$139,500.00
51	1-inch Pressure Reducing Valve (PRV) and Box	Each	4	\$5,000.00	\$20,000.00	\$8,500.00	\$34,000.00	\$6,400.00	\$25,600.00	\$6,900.00	\$27,600.00
52	2-inch PRV and Box	Each	3	\$7,500.00	\$22,500.00	\$12,000.00	\$36,000.00	\$9,700.00	\$29,100.00	\$9,600.00	\$28,800.00
53	2-inch Combination Air and Vacuum Valve and Vault	Each	1	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
54	3-inch Combination Air and Vacuum Valve and Vault	Each	2	\$30,000.00	\$60,000.00	\$28,000.00	\$56,000.00	\$35,000.00	\$70,000.00	\$22,000.00	\$44,000.00
55	3-inch In-line Combination Air Vacuum Valve and Vault	Each	1	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
56	4-inch Combination Air and Vacuum Valve and Vault	Each	2	\$40,000.00	\$80,000.00	\$30,000.00	\$60,000.00	\$25,000.00	\$50,000.00	\$23,000.00	\$46,000.00
57	Fire Hydrant and Auxiliary Valve	Each	2	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00	\$6,700.00	\$13,400.00	\$8,900.00	\$17,800.00
58	Bollard	Each	8	\$1,000.00	\$8,000.00	\$900.00	\$7,200.00	\$1,050.00	\$8,400.00	\$600.00	\$4,800.00
59	Blowoff Assembly and Auxiliary Valve	Each	8	\$7,500.00	\$60,000.00	\$3,500.00	\$28,000.00	\$4,000.00	\$32,000.00	\$7,000.00	\$56,000.00
60	Locate Wire Access Box	Each	4	\$800.00	\$3,200.00	\$550.00	\$2,200.00	\$675.00	\$2,700.00	\$585.00	\$2,340.00
61	Utility Marker	Each	59	\$100.00	\$5,900.00	\$200.00	\$11,800.00	\$175.00	\$10,325.00	\$100.00	\$5,900.00



D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Tapani, Inc.		Crestline Construction		James Dean Construction, Inc.	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Frost-free Yard Hydrant	Each	2	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00
63	Water Sampling Station	Each	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
64	Temporary Water Service	L.S.	1	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00	\$3,500.00	\$3,500.00
65	Pressure Pipe Flushing, Testing, and Disinfection of 20-inch Water Main	L.S.	1	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$128,000.00	\$128,000.00	\$28,000.00	\$28,000.00
66	Brislawn PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$115,000.00	\$115,000.00	\$92,000.00	\$92,000.00	\$85,000.00	\$85,000.00
67	Forester PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$115,000.00	\$115,000.00	\$90,000.00	\$90,000.00	\$85,000.00	\$85,000.00
68	Knoll Road PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$115,000.00	\$115,000.00	\$90,000.00	\$90,000.00	\$85,000.00	\$85,000.00
69	Apprenticeship Incentive	Calc	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
70	Apprenticeship Penalty	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
			SUBTOTAL		\$6,482,454.00		\$5,022,000.00		\$5,149,104.00		\$5,274,149.00
			SALES TAX 7.5%		\$486,184.05		\$376,650.00		\$386,182.80		\$395,561.18
			TOTAL BID PRICE		\$6,968,638.05		\$5,398,650.00		\$5,535,286.80		\$5,669,710.18
	TOTAL SHOWN ON BID FORM				N/A		\$5,398,650.00		\$5,535,340.55		\$5,669,710.18

\*SHADED AREA INDICATES CORRECTION OF MATH ERROR

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Rotschy, Inc.		Jeffries Construction, LLC		Ajax Northwest, LLC	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	L.S.	1	\$351,200.00	\$351,200.00	\$379,567.00	\$379,567.00	\$590,000.00	\$590,000.00	\$520,000.00	\$520,000.00
2	Construction Facilities and Temporary Controls	L.S.	1	\$225,000.00	\$225,000.00	\$480,000.00	\$480,000.00	\$200,000.00	\$200,000.00	\$400,000.00	\$400,000.00
3	Trench Excavation Safety System	L.S.	1	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00
4	Potholing All Connections and Known Utility Crossings	L.S.	1	\$35,000.00	\$35,000.00	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
5	Additional Potholing	Hour	40	\$300.00	\$12,000.00	\$300.00	\$12,000.00	\$344.00	\$13,760.00	\$475.00	\$19,000.00
6	Cap Existing 14-inch Water Main	Each	7	\$2,500.00	\$17,500.00	\$1,850.00	\$12,950.00	\$2,700.00	\$18,900.00	\$3,200.00	\$22,400.00
7	Cap Existing 14-inch Water Main on State Route 141 Alternate	L.S.	1	\$15,000.00	\$15,000.00	\$3,700.00	\$3,700.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00
8	CDF Placement	C.Y.	100	\$300.00	\$30,000.00	\$250.00	\$25,000.00	\$255.00	\$25,500.00	\$110.00	\$11,000.00
9	Rock Excavation	C.Y.	1,800	\$125.00	\$225,000.00	\$180.00	\$324,000.00	\$240.00	\$432,000.00	\$105.00	\$189,000.00
10	Foundation Stabilization	C.Y.	120	\$100.00	\$12,000.00	\$104.00	\$12,480.00	\$42.00	\$5,040.00	\$80.00	\$9,600.00
11	Retaining Wall	C.Y.	30	\$700.00	\$21,000.00	\$560.00	\$16,800.00	\$700.00	\$21,000.00	\$665.00	\$19,950.00
12	Gravity Wall	S.F.	70	\$200.00	\$14,000.00	\$68.00	\$4,760.00	\$50.00	\$3,500.00	\$72.00	\$5,040.00
13	Asphalt Removal	S.Y.	10,200	\$10.00	\$102,000.00	\$1.60	\$16,320.00	\$10.00	\$102,000.00	\$4.50	\$45,900.00
14	Pavement Grinding	S.Y.	7,000	\$6.00	\$42,000.00	\$2.00	\$14,000.00	\$3.00	\$21,000.00	\$7.50	\$52,500.00
15	Temporary Asphalt Installation and Removal, 2-inch Thick	L.F.	700	\$25.00	\$17,500.00	\$25.00	\$17,500.00	\$37.00	\$25,900.00	\$14.00	\$9,800.00
16	Temporary Asphalt Installation and Removal, 3-inch Thick	L.F.	9,150	\$40.00	\$366,000.00	\$28.00	\$256,200.00	\$38.00	\$347,700.00	\$15.00	\$137,250.00
17	Repair of Unmarked Storm Drain Line	Each	5	\$800.00	\$4,000.00	\$1,250.00	\$6,250.00	\$2,000.00	\$10,000.00	\$3,200.00	\$16,000.00
18	Repair of Unmarked Water Service Line	Each	5	\$600.00	\$3,000.00	\$850.00	\$4,250.00	\$600.00	\$3,000.00	\$1,850.00	\$9,250.00
19	Repair of Unmarked Irrigation System	Each	20	\$600.00	\$12,000.00	\$550.00	\$11,000.00	\$750.00	\$15,000.00	\$1,000.00	\$20,000.00
20	Asphalt Restoration, HMA Cl. 1/2-inch PG 64-28	Ton	4,800	\$150.00	\$720,000.00	\$155.00	\$744,000.00	\$168.00	\$806,400.00	\$168.00	\$806,400.00
21	Job Mix Compliance Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
22	Compaction Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Rotschy, Inc.		Jeffries Construction, LLC		Ajax Northwest, LLC	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	Cyclic Density Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
24	Pavement Marking Restoration	L.S.	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$20,000.00	\$20,000.00
25	Gravel Surfacing	S.Y.	6,550	\$20.00	\$131,000.00	\$10.00	\$65,500.00	\$8.50	\$55,675.00	\$9.00	\$58,950.00
26	Erosion Control Matting	S.Y.	1,400	\$10.00	\$14,000.00	\$3.50	\$4,900.00	\$5.70	\$7,980.00	\$9.00	\$12,600.00
27	Landscaping Restoration	S.Y.	750	\$15.00	\$11,250.00	\$11.00	\$8,250.00	\$10.00	\$7,500.00	\$30.00	\$22,500.00
28	Agricultural Restoration	L.F.	4,000	\$10.00	\$40,000.00	\$2.00	\$8,000.00	\$4.00	\$16,000.00	\$5.00	\$20,000.00
29	4-inch Restrained Ductile Iron Water Main, Class 350	L.F.	100	\$145.00	\$14,500.00	\$180.00	\$18,000.00	\$120.00	\$12,000.00	\$105.00	\$10,500.00
30	6-inch Restrained Ductile Iron Water Main, Class 350	L.F.	270	\$150.00	\$40,500.00	\$150.00	\$40,500.00	\$120.00	\$32,400.00	\$113.00	\$30,510.00
31	8-inch Restrained Ductile Iron Water Main, Class 350	L.F.	870	\$155.00	\$134,850.00	\$130.00	\$113,100.00	\$140.00	\$121,800.00	\$118.00	\$102,660.00
32	20-inch Restrained Ductile Iron Water Main, Class 350	L.F.	3,620	\$275.00	\$995,500.00	\$329.00	\$1,190,980.00	\$325.00	\$1,176,500.00	\$312.00	\$1,129,440.00
33	Installation of 20-inch Restrained Ductile Iron Water Main, Class 350 (Owner-provided Materials)	L.F.	6,720	\$200.00	\$1,344,000.00	\$79.00	\$530,880.00	\$100.00	\$672,000.00	\$105.00	\$705,600.00
34	1-inch Service Line	L.F.	920	\$75.00	\$69,000.00	\$45.00	\$41,400.00	\$10.00	\$9,200.00	\$55.00	\$50,600.00
35	2-inch Service Line	L.F.	3,280	\$100.00	\$328,000.00	\$54.00	\$177,120.00	\$20.00	\$65,600.00	\$65.00	\$213,200.00
36	1-inch Service Line, Main Connection	Each	12	\$1,500.00	\$18,000.00	\$690.00	\$8,280.00	\$330.00	\$3,960.00	\$1,500.00	\$18,000.00
37	2-inch Service Line, Main Connection	Each	8	\$2,000.00	\$16,000.00	\$1,400.00	\$11,200.00	\$800.00	\$6,400.00	\$2,000.00	\$16,000.00
38	Service Line, Meter Connection	Each	19	\$500.00	\$9,500.00	\$495.00	\$9,405.00	\$1,400.00	\$26,600.00	\$2,000.00	\$38,000.00
39	Relocated Water Meter	Each	19	\$750.00	\$14,250.00	\$1,650.00	\$31,350.00	\$1,400.00	\$26,600.00	\$3,100.00	\$58,900.00
40	Connection to Existing 6-inch Water Main	Each	2	\$7,500.00	\$15,000.00	\$3,200.00	\$6,400.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00
41	Connection to Existing 12-inch Water Main	Each	2	\$10,000.00	\$20,000.00	\$5,900.00	\$11,800.00	\$4,000.00	\$8,000.00	\$5,250.00	\$10,500.00

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Rotschy, Inc.		Jeffries Construction, LLC		Ajax Northwest, LLC	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
42	Connection to Existing 14-inch Main at STA A1+05	L.S.	1	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00	\$55,000.00	\$55,000.00	\$33,500.00	\$33,500.00
43	Non-Potable Crossing, CDF	Each	13	\$5,000.00	\$65,000.00	\$770.00	\$10,010.00	\$3,300.00	\$42,900.00	\$4,700.00	\$61,100.00
44	Non-Potable Crossing, Casing Pipe	Each	3	\$7,500.00	\$22,500.00	\$4,700.00	\$14,100.00	\$5,000.00	\$15,000.00	\$6,500.00	\$19,500.00
45	2-inch Gate Valve	Each	1	\$800.00	\$800.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
46	4-inch Gate Valve	Each	5	\$1,500.00	\$7,500.00	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$3,300.00	\$16,500.00
47	6-inch Gate Valve	Each	1	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00	\$1,500.00	\$1,500.00	\$4,150.00	\$4,150.00
48	8-inch Gate Valve	Each	2	\$2,500.00	\$5,000.00	\$3,300.00	\$6,600.00	\$2,200.00	\$4,400.00	\$5,050.00	\$10,100.00
49	20-inch Butterfly Valve, 150 psi	Each	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00
50	20-inch Butterfly Valve, 250 psi	Each	10	\$20,000.00	\$200,000.00	\$12,000.00	\$120,000.00	\$16,500.00	\$165,000.00	\$13,200.00	\$132,000.00
51	1-inch Pressure Reducing Valve (PRV) and Box	Each	4	\$5,000.00	\$20,000.00	\$3,900.00	\$15,600.00	\$5,500.00	\$22,000.00	\$8,000.00	\$32,000.00
52	2-inch PRV and Box	Each	3	\$7,500.00	\$22,500.00	\$6,500.00	\$19,500.00	\$8,900.00	\$26,700.00	\$10,500.00	\$31,500.00
53	2-inch Combination Air and Vacuum Valve and Vault	Each	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$16,500.00	\$16,500.00
54	3-inch Combination Air and Vacuum Valve and Vault	Each	2	\$30,000.00	\$60,000.00	\$27,000.00	\$54,000.00	\$31,500.00	\$63,000.00	\$35,500.00	\$71,000.00
55	3-inch In-line Combination Air Vacuum Valve and Vault	Each	1	\$25,000.00	\$25,000.00	\$41,000.00	\$41,000.00	\$28,000.00	\$28,000.00	\$53,500.00	\$53,500.00
56	4-inch Combination Air and Vacuum Valve and Vault	Each	2	\$40,000.00	\$80,000.00	\$28,000.00	\$56,000.00	\$26,000.00	\$52,000.00	\$46,500.00	\$93,000.00
57	Fire Hydrant and Auxiliary Valve	Each	2	\$9,000.00	\$18,000.00	\$6,900.00	\$13,800.00	\$13,000.00	\$26,000.00	\$15,000.00	\$30,000.00
58	Bollard	Each	8	\$1,000.00	\$8,000.00	\$750.00	\$6,000.00	\$800.00	\$6,400.00	\$1,350.00	\$10,800.00
59	Blowoff Assembly and Auxiliary Valve	Each	8	\$7,500.00	\$60,000.00	\$4,400.00	\$35,200.00	\$7,500.00	\$60,000.00	\$5,400.00	\$43,200.00
60	Locate Wire Access Box	Each	4	\$800.00	\$3,200.00	\$340.00	\$1,360.00	\$320.00	\$1,280.00	\$1,250.00	\$5,000.00
61	Utility Marker	Each	59	\$100.00	\$5,900.00	\$95.00	\$5,605.00	\$75.00	\$4,425.00	\$150.00	\$8,850.00

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Rotschy, Inc.		Jeffries Construction, LLC		Ajax Northwest, LLC	
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Frost-free Yard Hydrant	Each	2	\$2,000.00	\$4,000.00	\$1,300.00	\$2,600.00	\$1,100.00	\$2,200.00	\$3,300.00	\$6,600.00
63	Water Sampling Station	Each	1	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00	\$4,000.00	\$4,000.00	\$5,850.00	\$5,850.00
64	Temporary Water Service	L.S.	1	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00	\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00
65	Pressure Pipe Flushing, Testing, and Disinfection of 20-inch Water Main	L.S.	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$50,000.00	\$50,000.00
66	Brislawn PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$70,000.00	\$70,000.00	\$140,000.00	\$140,000.00	\$166,500.00	\$166,500.00
67	Forester PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$70,000.00	\$70,000.00	\$139,000.00	\$139,000.00	\$166,500.00	\$166,500.00
68	Knoll Road PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$71,000.00	\$71,000.00	\$139,000.00	\$139,000.00	\$166,500.00	\$166,500.00
69	Apprenticeship Incentive	Calc	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
70	Apprenticeship Penalty	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
			SUBTOTAL		\$6,482,454.00		\$5,386,521.00		\$5,991,224.00		\$6,173,704.00
			SALES TAX 7.5%		\$486,184.05		\$403,989.08		\$449,341.80		\$463,027.80
			TOTAL BID PRICE		\$6,968,638.05		\$5,790,510.08		\$6,440,565.80		\$6,636,731.80
	TOTAL SHOWN ON BID FORM				N/A		\$5,790,510.08		\$6,440,565.80		\$6,636,731.80

\*SHADED AREA INDICATES CORRECTION OF MATH ERROR

D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Moore Excavation, Inc.		SLE, Inc.			
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	L.S.	1	\$351,200.00	\$351,200.00	\$500,000.00	\$500,000.00	\$353,000.00	\$353,000.00		
2	Construction Facilities and Temporary Controls	L.S.	1	\$225,000.00	\$225,000.00	\$300,000.00	\$300,000.00	\$561,000.00	\$561,000.00		
3	Trench Excavation Safety System	L.S.	1	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$44,233.00	\$44,233.00		
4	Potholing All Connections and Known Utility Crossings	L.S.	1	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$21,250.00	\$21,250.00		
5	Additional Potholing	Hour	40	\$300.00	\$12,000.00	\$600.00	\$24,000.00	\$250.00	\$10,000.00		
6	Cap Existing 14-inch Water Main	Each	7	\$2,500.00	\$17,500.00	\$1,600.00	\$11,200.00	\$1,614.00	\$11,298.00		
7	Cap Existing 14-inch Water Main on State Route 141 Alternate	L.S.	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$3,868.00	\$3,868.00		
8	CDF Placement	C.Y.	100	\$300.00	\$30,000.00	\$325.00	\$32,500.00	\$234.00	\$23,400.00		
9	Rock Excavation	C.Y.	1,800	\$125.00	\$225,000.00	\$80.00	\$144,000.00	\$120.00	\$216,000.00		
10	Foundation Stabilization	C.Y.	120	\$100.00	\$12,000.00	\$90.00	\$10,800.00	\$179.00	\$21,480.00		
11	Retaining Wall	C.Y.	30	\$700.00	\$21,000.00	\$350.00	\$10,500.00	\$335.00	\$10,050.00		
12	Gravity Wall	S.F.	70	\$200.00	\$14,000.00	\$90.00	\$6,300.00	\$151.00	\$10,570.00		
13	Asphalt Removal	S.Y.	10,200	\$10.00	\$102,000.00	\$2.00	\$20,400.00	\$12.25	\$124,950.00		
14	Pavement Grinding	S.Y.	7,000	\$6.00	\$42,000.00	\$6.00	\$42,000.00	\$1.25	\$8,750.00		
15	Temporary Asphalt Installation and Removal, 2-inch Thick	L.F.	700	\$25.00	\$17,500.00	\$17.50	\$12,250.00	\$15.00	\$10,500.00		
16	Temporary Asphalt Installation and Removal, 3-inch Thick	L.F.	9,150	\$40.00	\$366,000.00	\$18.00	\$164,700.00	\$22.00	\$201,300.00		
17	Repair of Unmarked Storm Drain Line	Each	5	\$800.00	\$4,000.00	\$2,750.00	\$13,750.00	\$3,360.00	\$16,800.00		
18	Repair of Unmarked Water Service Line	Each	5	\$600.00	\$3,000.00	\$1,350.00	\$6,750.00	\$1,708.00	\$8,540.00		
19	Repair of Unmarked Irrigation System	Each	20	\$600.00	\$12,000.00	\$1,350.00	\$27,000.00	\$402.00	\$8,040.00		
20	Asphalt Restoration, HMA Cl. 1/2-inch PG 64-28	Ton	4,800	\$150.00	\$720,000.00	\$165.00	\$792,000.00	\$148.50	\$712,800.00		
21	Job Mix Compliance Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
22	Compaction Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Moore Excavation, Inc.		SLE, Inc.			
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	Cyclic Density Price Adjustment	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
24	Pavement Marking Restoration	L.S.	1	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00		
25	Gravel Surfacing	S.Y.	6,550	\$20.00	\$131,000.00	\$8.00	\$52,400.00	\$7.50	\$49,125.00		
26	Erosion Control Matting	S.Y.	1,400	\$10.00	\$14,000.00	\$6.00	\$8,400.00	\$7.50	\$10,500.00		
27	Landscaping Restoration	S.Y.	750	\$15.00	\$11,250.00	\$12.50	\$9,375.00	\$15.00	\$11,250.00		
28	Agricultural Restoration	L.F.	4,000	\$10.00	\$40,000.00	\$7.00	\$28,000.00	\$5.75	\$23,000.00		
29	4-inch Restrained Ductile Iron Water Main, Class 350	L.F.	100	\$145.00	\$14,500.00	\$250.00	\$25,000.00	\$213.00	\$21,300.00		
30	6-inch Restrained Ductile Iron Water Main, Class 350	L.F.	270	\$150.00	\$40,500.00	\$175.00	\$47,250.00	\$107.00	\$28,890.00		
31	8-inch Restrained Ductile Iron Water Main, Class 350	L.F.	870	\$155.00	\$134,850.00	\$160.00	\$139,200.00	\$167.00	\$145,290.00		
32	20-inch Restrained Ductile Iron Water Main, Class 350	L.F.	3,620	\$275.00	\$995,500.00	\$395.00	\$1,429,900.00	\$467.00	\$1,690,540.00		
33	Installation of 20-inch Restrained Ductile Iron Water Main, Class 350 (Owner-provided Materials)	L.F.	6,720	\$200.00	\$1,344,000.00	\$174.00	\$1,169,280.00	\$173.00	\$1,162,560.00		
34	1-inch Service Line	L.F.	920	\$75.00	\$69,000.00	\$20.00	\$18,400.00	\$44.25	\$40,710.00		
35	2-inch Service Line	L.F.	3,280	\$100.00	\$328,000.00	\$37.00	\$121,360.00	\$55.25	\$181,220.00		
36	1-inch Service Line, Main Connection	Each	12	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$1,500.00	\$18,000.00		
37	2-inch Service Line, Main Connection	Each	8	\$2,000.00	\$16,000.00	\$1,750.00	\$14,000.00	\$2,270.00	\$18,160.00		
38	Service Line, Meter Connection	Each	19	\$500.00	\$9,500.00	\$2,400.00	\$45,600.00	\$960.00	\$18,240.00		
39	Relocated Water Meter	Each	19	\$750.00	\$14,250.00	\$2,500.00	\$47,500.00	\$2,471.00	\$46,949.00		
40	Connection to Existing 6-inch Water Main	Each	2	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00	\$3,474.00	\$6,948.00		
41	Connection to Existing 12-inch Water Main	Each	2	\$10,000.00	\$20,000.00	\$6,000.00	\$12,000.00	\$7,970.00	\$15,940.00		

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Moore Excavation, Inc.		SLE, Inc.			
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
42	Connection to Existing 14-inch Main at STA A1+05	L.S.	1	\$15,000.00	\$15,000.00	\$90,000.00	\$90,000.00	\$44,120.00	\$44,120.00		
43	Non-Potable Crossing, CDF	Each	13	\$5,000.00	\$65,000.00	\$950.00	\$12,350.00	\$3,972.00	\$51,636.00		
44	Non-Potable Crossing, Casing Pipe	Each	3	\$7,500.00	\$22,500.00	\$5,000.00	\$15,000.00	\$2,677.00	\$8,031.00		
45	2-inch Gate Valve	Each	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$922.00	\$922.00		
46	4-inch Gate Valve	Each	5	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,733.00	\$8,665.00		
47	6-inch Gate Valve	Each	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,081.00	\$2,081.00		
48	8-inch Gate Valve	Each	2	\$2,500.00	\$5,000.00	\$3,700.00	\$7,400.00	\$2,798.00	\$5,596.00		
49	20-inch Butterfly Valve, 150 psi	Each	1	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$14,007.00	\$14,007.00		
50	20-inch Butterfly Valve, 250 psi	Each	10	\$20,000.00	\$200,000.00	\$13,000.00	\$130,000.00	\$13,993.00	\$139,930.00		
51	1-inch Pressure Reducing Valve (PRV) and Box	Each	4	\$5,000.00	\$20,000.00	\$6,000.00	\$24,000.00	\$3,961.00	\$15,844.00		
52	2-inch PRV and Box	Each	3	\$7,500.00	\$22,500.00	\$9,000.00	\$27,000.00	\$7,329.00	\$21,987.00		
53	2-inch Combination Air and Vacuum Valve and Vault	Each	1	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$9,837.00	\$9,837.00		
54	3-inch Combination Air and Vacuum Valve and Vault	Each	2	\$30,000.00	\$60,000.00	\$35,000.00	\$70,000.00	\$23,952.00	\$47,904.00		
55	3-inch In-line Combination Air Vacuum Valve and Vault	Each	1	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$69,288.00	\$69,288.00		
56	4-inch Combination Air and Vacuum Valve and Vault	Each	2	\$40,000.00	\$80,000.00	\$36,000.00	\$72,000.00	\$26,472.00	\$52,944.00		
57	Fire Hydrant and Auxiliary Valve	Each	2	\$9,000.00	\$18,000.00	\$8,400.00	\$16,800.00	\$7,826.00	\$15,652.00		
58	Bollard	Each	8	\$1,000.00	\$8,000.00	\$1,700.00	\$13,600.00	\$1,341.00	\$10,728.00		
59	Blowoff Assembly and Auxiliary Valve	Each	8	\$7,500.00	\$60,000.00	\$4,000.00	\$32,000.00	\$5,247.00	\$41,976.00		
60	Locate Wire Access Box	Each	4	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00	\$477.00	\$1,908.00		
61	Utility Marker	Each	59	\$100.00	\$5,900.00	\$200.00	\$11,800.00	\$63.00	\$3,717.00		



D.

BID TABULATION											
ANDERSON PERRY & ASSOCIATES, INC. 214 E. BIRCH STREET WALLA WALLA, WASHINGTON 99362				PROJECT: City of White Salmon, Washington Transmission Main Replacement Phase IIA - 2025				OWNER: City of White Salmon 100 N. Main Avenue White Salmon, Washington 98672			
Bid Opening: 2:00 p.m., July 23, 2025, at City of White Salmon City Hall, 100 N. Main Avenue, White Salmon, Washington 98672				BIDDERS							
				Engineer's Estimate		Moore Excavation, Inc.		SLE, Inc.			
Item	Description	Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Frost-free Yard Hydrant	Each	2	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00	\$3,832.00	\$7,664.00		
63	Water Sampling Station	Each	1	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,546.00	\$3,546.00		
64	Temporary Water Service	L.S.	1	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$2,220.00	\$2,220.00		
65	Pressure Pipe Flushing, Testing, and Disinfection of 20-inch Water Main	L.S.	1	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$125,000.00	\$125,000.00		
66	Brislawn PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$127,691.00	\$127,691.00		
67	Forester PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$128,572.00	\$128,572.00		
68	Knoll Road PRV Station	L.S.	1	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$128,572.00	\$128,572.00		
69	Apprenticeship Incentive	Calc	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
70	Apprenticeship Penalty	Calc	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
			SUBTOTAL		\$6,482,454.00		\$6,545,969.00		\$6,996,493.00		
			SALES TAX 7.5%		\$486,184.05		\$490,947.68		\$524,736.98		
			TOTAL BID PRICE		\$6,968,638.05		\$7,036,916.68		\$7,521,229.98		
	TOTAL SHOWN ON BID FORM				N/A		\$7,036,916.68		\$7,499,999.80		

\*SHADED AREA INDICATES CORRECTION OF MATH ERROR

**File Attachments for Item:**

E. Approval of Pay App No. 0.1 - Transmission Main Phase 2A - Ferguson Water Works



## COUNCIL REPORT



### Business Item

Needs Legal Review:

Meeting Date:

Agenda Item:

Presented By:



### Consent Agenda

No, Not Necessary

8/6/25

Pay App No. 0.1- Transmission Main Phase 2A- Ferguson Waterworks

Andrew Dirks, PWD

### Action Required:

Approval of Application for Payment No. 0.1 with Ferguson Waterworks for materials purchases on the Transmission Main Phase 2A not to exceed \$515,871.68.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Move to approve Application for Payment No. 0.1 with Ferguson Waterworks for materials purchases on Transmission Main Phase 2A not to exceed \$515,871.68.

### Background of Issue:

The Public Works department pre-purchased 20" Ductile Iron pipe and other valves and fittings associated with the commencement of construction for the Transmission Main Phase 2A project to avoid delays in the construction schedule due to long manufacturing lead times (some up to 20 weeks). Ferguson Waterworks is on the state contact for ductile iron pipe and fittings.

### Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation and approve the contract.
2. Revise the Staff Recommendation.
3. Other action as may be desired by the City Council.
4. Refer this issue back to staff for further work.
5. Take no action on this matter.

### Fiscal Analysis:

Approval of this application for payment will allow for reimbursement through the Public Works Board.

### Recommendation of Staff/Committee:

Approval of Application for Payment No. 0.1 with Ferguson Waterworks for materials purchases on the Transmission Main Phase 2A not to exceed \$515,871.68.

### Follow Up Action:

Application for Reimbursement through PWB.

**FERGUSON**  
WATERWORKS  
9129 NORTH TYNDALL AVENUE  
PORTLAND, OR 97217-6964

Please contact with Questions: 510-404-1810

9363 1 SP 0.730 E0140 10203 D14448705766 S2 P10848208 0002:0002  
CITY OF WHITE SALMON  
TRANSMISSION MAIN - WA DE  
110 N MAIN ST  
WHITE SALMON, WA 98672



PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3011  
PO BOX 847411  
DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 242157

SHIP TO:

CITY OF WHITE SALMON  
65 FORESTER LN  
WHITE SALMON, WA 98672

INVOICE NUMBER	1325129	TOTAL DUE	\$490,031.36	CUSTOMER	83688	PAGE	1 of 1
----------------	---------	-----------	--------------	----------	-------	------	--------

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1536	1536	WA2003	PHASE 2A	DWA	20" DIP	06/30/25	100238

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
6720	3748	AFT50P20	20 CL50 CL DI FASTITE PIPE	121.510	FT	455419.48
305	0	AAFGRGSKT20	20 AMARILLO FAST GRIP GSKT	EA		0.00
INVOICE SUB-TOTAL						455419.48
TAX						34611.88
White Salmon						

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION  
PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN  
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?



Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE \$490,031.36

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

E.

**FERGUSON**  
WATERWORKS  
9129 NORTH TYNDALL AVENUE  
PORTLAND, OR 97217-6964

Please contact with Questions: 510-404-1810

9363 1 SP 0.730 E0140X 10202 D14448705724 S2 P10848208 0001:0002



CITY OF WHITE SALMON  
TRANSMISSION MAIN - WA DE  
110 N MAIN ST  
WHITE SALMON, WA 98672



PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3011  
PO BOX 847411  
DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 242157

SHIP TO:

CITY OF WHITE SALMON  
65 FORESTER LN  
WHITE SALMON, WA 98672

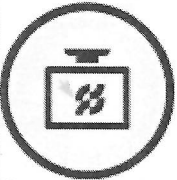
INVOICE NUMBER	1325085	TOTAL DUE	\$25,840.32	CUSTOMER	83688	PAGE	1 of 1
----------------	---------	-----------	-------------	----------	-------	------	--------

SHIP	WHSE.	SELL	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1536	1536	1536	WA2003	PHASE 2A	DWA	DUCTILE FITTINGS	06/30/25	100238
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT		

12	3	0	MJFLA20	20 MJXFLG C153 ADPT L/A	EA	0.00		
	0	0	SP-FER20U	20X8 DI 125# C110 FLG ECC RED	EA	0.00		
	1	1	SP-MJF1LA20	20 MJXFLG C153 11-1/4 BEND L/A	EA	1725.52		
	0	0	FLG220	20 DI 125# C110 FLG 22-1/2 BEND	EA	0.00		
	0	0	SP-MJF4LA20	20 MJXFLG C153 45 BEND L/A	EA	0.00		
	4	4	FT20X	20X8 DI 125# C110 FLG TEE	EA	10548.08		
17	7	7	MJ1LA20	20 MJ C153 11-1/4 BEND L/A	EA	6677.72		
5	5	5	MJ2LA20	20 MJ C153 22-1/2 BEND L/A	EA	5063.85		
INVOICE SUB-TOTAL								
TAX								
White Salmon								
					EA	1825.15		

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION  
PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN  
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?



Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$25,840.32
--------	---------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are upon request or at <https://www.ferguson.com/content/web-site-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

E

**File Attachments for Item:**

F. Approval of Pay App No. 1 - N Main Ave - Spring St - Ajax NW



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

8.6.25

Agenda Item:

Pay App No. 1- Ajax NW- N Main/ Spring Street Improvements

Presented By:

Andrew Dirks, Public Works Director

#### Action Required:

Approval of Pay App No. 1- Ajax NW- N Main/ Spring Street Improvements not to exceed \$42,322.50.

#### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Pay App No. 1- Ajax NW- N Main/ Spring Street Improvements not to exceed \$42,322.50.

#### Background of Issue:

This payment will include work related to Mobilization for bond and insurance cost, ESC Plan, staging area preparations, and material submittals; Construction Facilities and Temporary Controls for ESC Plan implementation; and Potholing the connection point to the existing 10-Inch steel water main.

#### 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:

Funded through PWB.

#### Policy & Plan Implications:

WSP and CFIP

#### Recommendation of Staff/Committee:

Staff Recommends approval Pay App No. 1 Ajax NW- N Main/ Spring Street Improvements not to exceed \$42,322.50.



**APPLICATION FOR PAYMENT NO. 1**  
**CITY OF WHITE SALMON, WASHINGTON**  
**NORTH MAIN-SPRING STREET WATER IMPROVEMENTS**

TO White Salmon, Washington (OWNER)

FROM Ajax Northwest, LLC (CONTRACTOR)

For Work accomplished through the date of: July 30, 2025

1.	Original Contract Price	\$	2,134,634.44
2.	Net Change by Change Orders and Written Amendments (+/-)	\$	-
3.	Current Contract Price (1 plus 2)	\$	2,134,634.44
4.	Total Work Completed and Materials On Hand to Date*	\$	41,250.00
5.	Retainage: 5%	\$	(2,062.50)
6.	Sales Tax: Sales Tax (7.6%)	\$	3,135.00
7.	Liquidated Damages	( \$	- )
8.	Less Previous Application for Payments	\$	-
9.	<b>DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)</b>	<b>\$</b>	<b>42,322.50</b>

\* Line 4 may not match Line 3 on final Application for Payment due to bid versus constructed quantity differences on unit price work.

Accompanying Documentation:

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner, if any, on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in, or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed.

Dated 7/30/25

Ajax Northwest, LLC

CONTRACTOR

By: Catherine Loke Digitally signed by Catherine Loke  
DN: C=US, E=catherine@ajaxnw.com, CN=Catherine Loke  
Date: 2025.07.30 14:00:59-07'00'

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 7/30/2025

Anderson Perry & Associates, Inc.

ENGINEER

By: Jay Peninger Digitally signed by Jay Peninger  
Date: 2025.07.30 15:00:11-07'00'

APPROVED by Owner:

White Salmon, Washington

OWNER

Dated \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**APPLICATION FOR PAYMENT NO. 1  
CITY OF WHITE SALMON, WASHINGTON  
NORTH MAIN-SPRING STREET WATER IMPROVEMENTS**

Date: July 30, 2025

Page 2 of 3

**FROM: Ajax Northwest, LLC****TO: White Salmon, Washington**

Date of Completion

Contract Amount

Date of Estimate

Original: April 27, 2026

Original Amount of Contract: \$ 2,134,634.44

From: July 21, 2025

Revised:

Change Orders: (+ or -)

To: July 30, 2025

On Schedule: ☒ Yes ☐ No

Current Contract Amount \$ 2,134,634.44

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (10%)	All Req'd	LS	\$ 135,000.00	0%	\$0.00	25%	\$33,750.00	25%	\$33,750.00
2	Construction Facilities and Temporary Controls	All Req'd	LS	26,000.00	0%	0.00	25%	6,500.00	25%	6,500.00
3	ESC Lead	30	DAY	10.00	0	0.00	0	0.00	0	0.00
4	Trench Excavation Safety System	All Req'd	LS	5,000.00	0%	0.00	0%	0.00	0%	0.00
5	Potholing All Connections and Known Utility Crossings	All Req'd	LS	10,000.00	0%	0.00	10%	1,000.00	10%	1,000.00
6	Additional Potholing	20	HR	500.00	0	0.00	0	0.00	0	0.00
7	Cap Existing Water Mains	7	EA	1,800.00	0	0.00	0	0.00	0	0.00
8	Remove Existing Valve Box	7	EA	500.00	0	0.00	0	0.00	0	0.00
9	Remove Existing Fire Hydrant	2	EA	500.00	0	0.00	0	0.00	0	0.00
10	Rock Excavation	100	CY	95.00	0	0.00	0	0.00	0	0.00
11	Asphalt Removal	2,100	SY	9.00	0	0.00	0	\$0.00	0	0.00
12	Concrete Sidewalk Removal and Restoration	6	SY	500.00	0	0.00	0	0.00	0	0.00
13	Concrete Curb Removal and Restoration	12	LF	300.00	0	0.00	0	0.00	0	0.00
14	Foundation Stabilization	80	CY	65.00	0	0.00	0	0.00	0	0.00
15	Repair of Unmarked Utilities	17	EA	500.00	0	0.00	0	0.00	0	0.00
16	Asphalt Surface Restoration	1,700	SY	60.00	0	0.00	0	0.00	0	0.00
17	Road Restoration STA 'A' 18+50 to 20+00	All Req'd	LS	15,000.00	0%	0.00	0%	0.00	0%	0.00
18	Pavement Marking Restoration	All Req'd	LS	3,200.00	0%	0.00	0%	0.00	0%	0.00
19	Gravel Surface Restoration	350	SY	22.00	0	0.00	0	0.00	0	0.00
20	Landscaping Restoration	2,070	SF	4.00	0	0.00	0	0.00	0	0.00
21	3-In. Water Main	10	LF	50.00	0	0.00	0	0.00	0	0.00
22	6-In. Water Main	45	LF	60.00	0	0.00	0	0.00	0	0.00
23	8-In. Water Main	1,070	LF	65.00	0	0.00	0	0.00	0	0.00
24	10-In. Water Main	16	LF	85.00	0	0.00	0	0.00	0	0.00
25	12-In. Water Main	1,945	LF	100.00	0	0.00	0	0.00	0	0.00
26	1-In. Water Service Line	800	LF	30.00	0	0.00	0	0.00	0	0.00
27	2-In. Water Service Line	60	LF	45.00	0	0.00	0	0.00	0	0.00
28	1-In. Water Service Connection, Main Line	32	EA	985.00	0	0.00	0	0.00	0	0.00
29	2-In. Water Service Connection, Main Line	4	EA	1,250.00	0	0.00	0	0.00	0	0.00
30	Water Service Connection, Existing Meter	33	EA	1,600.00	0	0.00	0	0.00	0	0.00
31	Relocated Water Meter	14	EA	1,600.00	0	0.00	0	0.00	0	0.00
32	Connection to Existing Water Line, < 4-In.	3	EA	1,800.00	0	0.00	0	0.00	0	0.00
33	Connection to Existing Water Line, 6-In.	2	EA	2,300.00	0	0.00	0	0.00	0	0.00
34	Connection to Existing Water Line, 8-In.	2	EA	2,800.00	0	0.00	0	0.00	0	0.00
35	Connection to Existing Water Line, 10-In.	3	EA	3,000.00	0	0.00	0	0.00	0	0.00

F.

**APPLICATION FOR PAYMENT NO. 1**  
**CITY OF WHITE SALMON, WASHINGTON**  
**NORTH MAIN-SPRING STREET WATER IMPROVEMENTS**

Date: July 30, 2025

Page 3 of 3

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
36	Non-Potable Crossing, CDF	4	EA	500.00	0	0.00	0	0.00	0	0.00
37	Non-Potable Crossing, Casing Pipe	6	EA	500.00	0	0.00	0	0.00	0	0.00
38	8-In. Gate Valve	7	EA	2,300.00	0	0.00	0	0.00	0	0.00
39	10-In. Gate Valve	1	EA	3,900.00	0	0.00	0	0.00	0	0.00
40	12-In. Gate Valve	9	EA	4,500.00	0	0.00	0	0.00	0	0.00
41	Water Sampling Station	1	EA	4,000.00	0	0.00	0	0.00	0	0.00
42	Fire Hydrant Assembly and Auxiliary Valve	5	EA	8,750.00	0	0.00	0	0.00	0	0.00
43	Fire Hydrant Extensions	5	FT	2,000.00	0	0.00	0	0.00	0	0.00
44	Bollards	8	EA	650.00	0	0.00	0	0.00	0	0.00
45	Temporary Water Line	All Req'd	LS	5,500.00	0%	0.00	0%	0.00	0%	0.00
46	North Main BPS	All Req'd	LS	1,000,000.00	0%	0.00	0%	0.00	0%	0.00
47	10-In. Insertion Valve	All Req'd	LS	25,000.00	0%	0.00	0%	0.00	0%	0.00
48	Apprenticeship Incentive	1	CALC	5,000.00	0	0.00	0	0.00	0	0.00
49	Apprenticeship Penalty	1	CALC	1.00	0	0.00	0	0.00	0	0.00
Total					0.00		41,250.00		41,250.00	
Change Orders:		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
Total All Change Orders					\$ 0.00		\$ 0.00		\$ 0.00	
Materials on Hand:		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
					Qty.	Amount	Qty.	Amount	Qty.	Amount
Total Materials on Hand					\$ 0.00		\$ 0.00		\$ 0.00	
TOTAL WORK COMPLETED AND MATERIALS ON HAND					\$ 0.00		\$ 41,250.00		\$ 41,250.00	
SUMMARY										
					PREVIOUS		THIS PERIOD		TOTAL TO DATE	
					\$ 0.00		\$ 41,250.00		\$ 41,250.00	
1. Amount Earned					\$ 0.00		\$ (2,062.50)		\$ (2,062.50)	
2. Amount Retained 5%					\$ 0.00		\$ 3,135.00		\$ 3,135.00	
3. Sales Tax (7.6%)					\$ 0.00		\$ 0.00		\$ 0.00	
4. Liquidated Damages					\$ 0.00		\$ 42,322.50		\$ 42,322.50	
Amount Due for Payment					\$ 0.00		\$ 42,322.50			
Amount Due for Payment this Estimate							\$ 42,322.50			
Estimated % Job Completed:					2%					

**File Attachments for Item:**

G. Approval of Pay App No. 14-NCE - Transmission Main Phase 1



## COUNCIL REPORT



### Business Item



### Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

8.6.25

Agenda Item:

Application for Payment No. 14- NCE- Transmission Main Phase 1

Presented By:

Andrew Dirks, Public Works Director

### Action Required:

Approval of Application for Payment No. 14- NCE- Transmission Main Phase 1 not to exceed \$160,025.26

### Motion for Business Item / Proposed Motion for Consent Agenda:

Approval of Application for Payment No. 14- NCE- Transmission Main Phase 1 not to exceed \$160,025.26.

### Explanation:

Application for Payment No. 14 is the retainage release after receiving notification that DOR, L&I, & ESD approval. This is the final payment.

### 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:

This project is funded through USDA loan, USDA grants and PWB loan.

### Policy & Plan Implications:

Mention in the WSP and CFIP

### Recommendation of Staff/Committee:

Staff recommends Approval of Application for Payment No. 14- NCE- Transmission Main Phase 1 not to exceed \$160,025.26

## LETTER OF TRANSMITTAL

**TO:** City of White Salmon  
**ATTN:** Andrew Dirks, Public Works Director  
 P.O. Box 2139  
 White Salmon, Washington 98672

**DATE:** July 21, 2025  
**JOB NO.:** 250-11  
**RE:** White Salmon  
 Transmission Main Replacement - Phase I

### WE ARE SENDING YOU:

COPIES	DESCRIPTION
1	Application for Payment No. 14, Final

### THESE ARE TRANSMITTED AS CHECKED:

- |  |   |                                |
|--|---|--------------------------------|
| <input type="checkbox"/> As requested            | <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ |
| <input type="checkbox"/> For your use            | <input type="checkbox"/> For your files         |                                |
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> For Bids Due _____     |                                |

### REMARKS

Andrew:

Application for Payment No. 14 is the final payment for the Transmission Main Replacement Phase I project releasing Retainage.

The amount due to the contractor for release of retainage is \$160,025.26. Letters of approval for the release of retainage from Old Republic Surety Company, Washington State Department of Labor and Industries, Employment Security Department, and Department of Revenue are attached and included with this Application for Payment.

Anderson Perry & Associates, Inc. staff have reviewed the requested payment amount.

Please contact me if you have any questions or comments on this invoice or the project itself.

JP/tb

cc: File No. 250-11-069 (w/encl.)

Signed:



Jay Peninger

G. Contractor's Application for Payment

<b>Owner:</b>	<u>City of White Salmon</u>	<b>Owner's Project No.:</b>	<u>                    </u>
<b>Engineer:</b>	<u>Anderson Perry &amp; Associates, Inc.</u>	<b>Engineer's Project No.:</b>	<u>250-11</u>
<b>Contractor:</b>	<u>North Cascade Excavating, LLC</u>	<b>Contractor's Project No.:</b>	<u>                    </u>
<b>Project:</b>	<u>Transmission Main Replacement - Phase I</u>		
	<u>FINAL PAYMENT - RELEASE OF RETAINAGE</u>		

<b>Application No.:</b>	<u>14</u>	<b>Application Date:</b>	<u>7/17/2025</u>
<b>Application Period:</b>	<b>From</b> <u>9/21/2024</u>	<b>to</b>	<u>7/11/2025</u>

1. Original Contract Price	\$ 3,607,259.26
2. Net Change by Change Orders	\$ (166,470.64)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,440,788.62
4. Total Work Completed and Materials Stored to Date	\$ 3,200,505.14
5. <u>Retainage (5%)</u>	\$ (160,025.26)
6. <u>Sales Tax (7.5%)</u>	\$ 240,283.48
7. <u>Liquidated Damages</u>	\$ (87,936.53)
8. Less Previous Payments	\$ 3,192,826.81
9. <b><u>DUE THIS APPLICATION (RELEASE OF RETAINAGE)</u></b>	<b>\$ 160,025.26</b>

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.
- (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed;
- (5) And certified payroll forms are current and account for all applicable personnel.

**Contractor:** North Cascade Excavating

**Signature:** [Signature] **Date:** 7/17/2025

**Recommended by Engineer**

**By:** [Signature]

**Title:** Project Manager

**Date:** 07/21/2025

**Approved by Funding Agency**

**By:**                     

**Title:**                     

**Date:**                     

**Approved by Owner**

**By:**                     

**Title:**                     

**Date:**



G.

### Contractor's Application for Payment

### Progress Estimate - Lump Sum Work

<b>Owner:</b>	City of White Salmon
<b>Engineer:</b>	Anderson Perry & Associates, Inc.
<b>Contractor:</b>	North Cascade Excavating, LLC
<b>Project:</b>	Transmission Main Replacement - Phase I
	FINAL PAYMENT - RELEASE OF RETAINAGE

Owner's Project No.:	
Engineer's Project No.:	250-11
Contractor's Project No.:	

[illegible]



## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: City of White Salmon  
 Engineer: Anderson Perry & Associates, Inc.  
 Contractor: North Cascade Excavating, LLC  
 Project: Transmission Main Replacement - Phase I  
 FINAL PAYMENT - RELEASE OF RETAINAGE

Owner's Project No.:  
 Engineer's Project No.: 250-11  
 Contractor's Project No.:

Application No.:		Application Period:		From	09/21/24	to	07/11/25	Application Date: 07/17/25			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization/Demobilization	All Req'd	LS	\$250,000.00	\$250,000.00	100%	250,000.00		250,000.00	100%	\$0.00
2	Construction Facilities and Temporary Controls	All Req'd	LS	75,000.00	75,000.00	100%	75,000.00		75,000.00	100%	-
3	Removal and Replacement of Foundation Material	100	CY	40.00	4,000.00						
4	Common Borrow	3,200	CY	12.00	38,400.00	485	5,820.00		5,820.00	15%	32,580.00
5	Rock Excavation	1,600	CY	100.00	160,000.00	272.6	27,260.00		27,260.00	17%	132,740.00
6	Additional Boulder Removal (6-In. Diam. to 1/2 of a CY)	1,100	CY	25.00	27,500.00	849.1	21,227.50		21,227.50	77%	6,272.50
7	Potholing All Connections and Known Utility Crossings	All Req'd	LS	8,500.00	8,500.00	100%			8,500.00	100%	-
8	Water Main Creek Crossing	All Req'd	LS	151,250.00	151,250.00	100%	151,250.00		151,250.00	100%	-
9	16-In. Ductile Iron Water Line, Class 250	6,130	LF	132.00	809,160.00	6,172	814,704.00	-	814,704.00	101%	(5,544.00)
10	16-In. Ductile Iron Water Line, Class 350	6,070	LF	142.00	861,940.00	6,069	861,798.00		861,798.00	100%	142.00
11	16-In. Restrained Ductile Iron Water Line, Class 250	300	LF	147.00	44,100.00	300	44,100.00		44,100.00	100%	-
12	12-In. Gate Valve 250 psi	2	EA	4,200.00	8,400.00	-	-		-	0%	8,400.00
13	16-In. Butterfly Valve 250 psi	13	EA	7,500.00	97,500.00	14	105,000.00		105,000.00	108%	(7,500.00)
14	Connection to Existing 12-In. Water Line	2	EA	6,000.00	12,000.00	1	6,000.00	-	6,000.00	50%	6,000.00
15	Connection to Existing 16-In. Water Line	2	EA	20,000.00	40,000.00	2	40,000.00		40,000.00	100%	-
16	3-In. Combination Air and Vacuum Valve and Vault	6	EA	26,100.00	156,600.00	7.0	182,700.00	-	182,700.00	117%	(26,100.00)
17	4-In. Combination Air and Vacuum Valve and Vault	1	EA	31,000.00	31,000.00	1.0	31,000.00	-	31,000.00	100%	-
18	2 1/2-In. Flush Mount Blowoff Hydrant and Auxiliary Valve	4	EA	4,800.00	19,200.00	3.00	14,400.00	-	14,400.00	75%	4,800.00
19	Additional Work at Culvert Crossing (1.5-Ft. Separation)	5	EA	925.00	4,625.00	5	4,625.00		4,625.00	100%	-
20	Additional Work at Culvert Crossing (3-Ft. Separation)	22	EA	1,200.00	26,400.00	23	27,600.00		27,600.00	105%	(1,200.00)
21	Locate Wire Access Box	14	EA	600.00	8,400.00	14	8,400.00		8,400.00	100%	-
22	Utility Marker Post	40	EA	110.00	4,400.00	54.00	5,940.00		5,940.00	135%	(1,540.00)
23	Trench Excavation Safety System	All Req'd	LS	12,000.00	12,000.00	100%	12,000.00		12,000.00	100%	-
24	Mulching	1,000	SY	2.50	2,500.00	1,300	3,250.00		3,250.00	130%	(750.00)
25	Gravel Surface Restoration	2,920	CY	35.00	102,200.00	2,076.00	72,660.00		72,660.00	71%	29,540.00
26	Pressure Pipe Flushing, Testing, and Disinfection	All Req'd	LS	25,000.00	25,000.00	100%	25,000.00		25,000.00	100%	-
27	Cap Existing Water Mains	2	EA	1,500.00	3,000.00	2.00	3,000.00		3,000.00	100%	-
28	Control of Water	500	LF	10.00	5,000.00	300	3,000.00		3,000.00	60%	2,000.00
29	Trench Dam	10	EA	900.00	9,000.00	-	-		-	0%	9,000.00
30	Retaining Wall Block	120	CY	500.00	60,000.00	177.00	88,500.00		88,500.00	148%	(28,500.00)
Additive Alternate 1											
A1-1	Electrical Conduit	12,780	LF	8.00	102,240.00	12,780	102,240.00	-	102,240.00	100%	-
A1-2	Communication Vault	17	EA	5,200.00	88,400.00	16	83,200.00	-	83,200.00	94%	5,200.00
A1-3	Gravity Wall	300	SF	39.00	11,700.00	-	-		-	0%	11,700.00
Additive Alternate 2											
A2-1	Electrical Conduit	530	LF	12.50	6,625.00	560	7,000.00		7,000.00	106%	(375.00)
A2-2	Communication Vault	1	EA	5,200.00	5,200.00	1	5,200.00		5,200.00	100%	-
A2-3	Electrical Conduit Testing	All Req'd	LS	4,000.00	4,000.00	100%	4,000.00		4,000.00	100%	-
A2-4	Gravel Surface Restoration	110	CY	35.00	3,850.00	-	-		-	0%	3,850.00



## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: City of White Salmon  
 Engineer: Anderson Perry & Associates, Inc.  
 Contractor: North Cascade Excavating, LLC  
 Project: Transmission Main Replacement - Phase I  
 FINAL PAYMENT - RELEASE OF RETAINAGE

Owner's Project No.:  
 Engineer's Project No.: 250-11  
 Contractor's Project No.:

Application No.:		Application Period:		From	09/21/24	to	07/11/25	Application Date:				07/17/25
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Additive Alternate 3												
A3-1	Communication Vault Replacing Telephone Ped	4	EA	6,000.00	24,000.00	4	24,000.00		24,000.00	100%	-	
A3-2	Testing of Existing Conduit	All Req'd	LS	2,500.00	2,500.00	100%	2,500.00		2,500.00	100%	-	
A3-3	Fiber Optic Cable Installation and Testing	All Req'd	LS	45,000.00	45,000.00	100%	45,000.00		45,000.00	100%	-	
A3-4	Fiber Optic Cable Termination and Testing	All Req'd	LS	5,000.00	5,000.00	100%	5,000.00		5,000.00	100%	-	
					-		-		-			
Bid Price Total					\$ 3,355,590.00		\$ 3,170,994.50	\$ -	\$ 3,170,994.50	94%	\$ 184,595.50	
Change Orders												
CO-1												
1-1	Additional Pipe Depth: STA 101+37 to STA 107+61	All Req'd	LS	20,000.00	20,000.00	100%	20,000.00		20,000.00	100%	-	
CO-2 (non-taxable)												
2-1	Revised Fitting Retraint Req for Culvert Crossings* (*Engineer's Time, non-taxable)	All Req'd	LS	(2,812.50)	(2,812.50)	100%	(2,812.50)		(2,812.50)	100%	-	
2-2	Extended Work Shutdown (Informational Only)				-		-		-		-	
CO-3												
3-1	Additional Contract Time (Informational Only)				-		-		-		-	
3-2	Block Wall Drain Rock	All Req'd	LS	5,713.63	5,713.63	100%	5,713.63		5,713.63	100%	-	
	Overpayment of 3-2**	All Req'd	LS	(398.63)	(398.63)	100%	(398.63)		(398.63)	100%	-	
CO-4												
4-1	Additional Cost - Flushing Transmission Main	All Req'd	LS	6,010.00	6,010.00	100%	6,010.00		6,010.00	100%	-	
4-2	Drain Rock and Fabric Placement	All Req'd	LS	1,460.00	1,460.00	100%	1,460.00		1,460.00	100%	-	
CO-5												
5-1	Reconcile Bid Quantities (Not a pay item)	All Req'd	LS	(184,595.50)	(184,595.50)		-		-		-	
5-2	Reimbursement for Add'l Compaction Testing (*Engineer's Subconsultant Time - Non-taxable)	All Req'd	LS	(461.86)	(461.86)	100%	(461.86)		(461.86)	100%	-	
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
Change Order Totals					\$ (155,084.86)		\$ 29,510.64	\$ -	\$ 29,510.64	-19%	\$ -	
Original Contract and Change Orders												
Project Totals						\$ 3,200,505.14	\$ 3,200,505.14	\$ -	\$ 3,200,505.14	100%	\$ 184,595.50	
*Sales Tax (7.5%)						\$ 240,283.48	\$ 240,283.48		\$ 240,283.48			
Release Retainage (5%)							\$ -		\$ -			
Liquidated Damages							\$ (87,936.53)		\$ (87,936.53)			
TOTAL						\$ 3,440,788.62	\$ 3,352,852.09		\$ 3,352,852.09			

\*Sales Tax is manually entered at 7.5% and adding \$210.94 due to error in previous pay app. CO-2 is non-taxable.

\*\*3-2 was entered at full value which included tax (this should have been entered as a pre-tax), resulting in overpayment of Payment No. 12: \$398.63 + \$29.89 tax.



## Stored Materials Summary

## Contractor's Application for Payment

Owner: City of White Salmon						Owner's Project No.:						
Engineer: Anderson Perry & Associates, Inc.						Engineer's Project No.:						
Contractor: North Cascade Excavating, LLC						Contractor's Project No.:						
Project: Transmission Main Replacement - Phase I												
FINAL PAYMENT - RELEASE OF RETAINAGE												
Application No.:		14		Application Period:		From 09/21/24 to 07/11/25		Application Date:		07/17/25		
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
9	on-file	No. 1 (5.2.3)	16-In. DI Pipe	On-site	6	227,502.55	-	227,502.55	227,502.55	-	227,502.55	-
16	on-file	No. 1 (5.2.9)	3-In. Combination Air Vac & Valve	On-site	6	53,977.20	-	53,977.20	53,977.20	-	53,977.20	-
17	on-file	No. 1 (5.2.9)	4-IN. Combination Air Vac & Valve	On-site	6	10,660.73	-	10,660.73	10,660.73	-	10,660.73	-
A1-1	on-file	No. 5 (080543)	Electrical Conduit	On-site	4	15,529.50	-	15,529.50	15,529.50	-	15,529.50	-
A1-2	on-file	No. 5 (080543)	Communication Vault	On-site	6	19,929.00	-	19,929.00	19,929.00	-	19,929.00	-
A3-1			(Ring and Cover)				-	-			-	-
A1-2	on-file	No. 5 (080543)	Communication Vault	On-site	3	4,855.00	-	4,855.00	4,855.00	-	4,855.00	-
A3-1			(Ring and Cover)					-			-	-
14	I6732585	No. 3 (5.2.6.B)	Connection to Existing 12-In Water Line	On-site	9	5,844.44	-	5,844.44	5,844.44	-	5,844.44	-
14	I6732578	No. 3 (5.2.3.C)	Connection to Existing 12-In Water Line	On-site	9	1,882.28	-	1,882.28	1,882.28	-	1,882.28	-
14	I6732576	No. 3 (5.2.3.A)	Connection to Existing 12-In Water Line	On-site	9	1,135.88	-	1,135.88	1,135.88	-	1,135.88	-
14	I6732568	No. 3 (5.2.3.B)	Connection to Existing 12-In Water Line	On-site	9	372.90	-	372.90	372.90	-	372.90	-
16	I6716248	No. 1 (5.2.9)	3-In Combination Air and Vacuum Vaule and Vault	On-site	9	1,404.20	-	1,404.20	1,404.20	-	1,404.20	-
16	I6702910	No. 1 (5.2.9)	3-In Combination Air and Vacuum Vaule and Vault	On-site	9	385.62	-	385.62	385.62	-	385.62	-
18	I6700736	No. 2 (5.2.17)	2 1/2-In Flush Mount Blowoff Hydrant and Auxiliary Valve	On-site	9	3,618.04	-	3,618.04	3,618.04	-	3,618.04	-
18	I6700728	No. 2 (5.2.17)	2 1/2-In Flush Mount Blowoff Hydrant and Auxiliary Valve	On-site	9	6,617.76	-	6,617.76	6,617.76	-	6,617.76	-
17	I6700716	No. 1 (5.2.3)	4-In Combination Air and Vacuum Vaule and Vault	On-site	9	2,538.25	-	2,538.25	2,538.25	-	2,538.25	-
16	I6700710	No. 1 (5.2.9)	3-In Combination Air and Vacuum Vaule and Vault	On-site	9	323.85	-	323.85	323.85	-	323.85	-
17	I6695636	No. 1 (5.2.9)	4-In Combination Air and Vacuum Vaule and Vault	On-site	9	355.96	-	355.96	355.96	-	355.96	-
16	62533	No. 2 (5.2.16)	3-In Combination Air and Vacuum Vaule and Vault	On-site	9	7,083.00	-	7,083.00	7,083.00	-	7,083.00	-
17	62533	No. 2 (5.2.16)	4-In Combination Air and Vacuum Vaule and Vault	On-site	9	2,361.00	-	2,361.00	2,361.00	-	2,361.00	-
16	62540	No. 2 (5.2.16)	3-In Combination Air and Vacuum Vaule and Vault	On-site	9	6,672.00	-	6,672.00	6,672.00	-	6,672.00	-
17	62540	No. 2 (5.2.16)	4-In Combination Air and Vacuum Vaule and Vault	On-site	9	2,224.00	-	2,224.00	2,224.00	-	2,224.00	-
Totals						\$ 375,273.16	\$ -	\$ 375,273.16	\$ 375,273.16	\$ -	\$ 375,273.16	\$ -

**Jay Peninger**

**From:** Frasier, Lisa A. <lfrasier@orsurety.com>  
**Sent:** Friday, July 11, 2025 1:52 PM  
**To:** Dave Jepsen  
**Cc:** andrewd@ci.white-salmon.wa.us; Christopher True; Shawn MacPherson; Kelly Hickok; Reynolds, Koni - RD, WA; Mitchell, Alison (COM); Jay Peninger  
**Subject:** RE: Request Approval for Release of Retainage, White Salmon Transmission Main Replacement Phase I

**This email contains an attachment from outside of the organization.  
 Please exercise caution when opening this attachment.**

Mr. Jepsen:

Old Republic Surety Company consents to the release of retainage to North Cascade Excavating, LLC. Thank you for checking with the Surety, prior to issuing payment.



**Lisa Frasier**  
**Assistant Vice President - Claims**

T: 262.797.2642 | E: [claims@orsurety.com](mailto:claims@orsurety.com) | F: 262.753.6446  
 Old Republic Surety Company | Old Republic Insurance Group  
 18500 W Corporate Drive, Suite 170, Brookfield, WI 53045  
[www.orsurety.com](http://www.orsurety.com)

*IMPORTANT NOTICE: The information contained in this transmission is private and confidential. It is intended only for the recipient(s) named above. If you are not named above, not an agent of a recipient, then you have received this in error, and to review, distribute or copy this transmission or its attachments is strictly prohibited by federal law. If you have received this in error, please notify the sender by e-mail or fax immediately. If this message contains "Protected Health Information" or other protected or private information you must abide by the rules of HIPAA and any other privacy rules that apply.*

**From:** Dave Jepsen <djepson@andersonperry.com>  
**Sent:** Wednesday, July 9, 2025 1:49 PM  
**To:** Frasier, Lisa A. <lfrasier@orsurety.com>  
**Cc:** andrewd@ci.white-salmon.wa.us; Christopher True <pwsoperations@ci.white-salmon.wa.us>; Shawn MacPherson <smacpherson@knappodell.com>; Kelly Hickok <khickok@knappodell.com>; Reynolds, Koni - RD, WA <koni.reynolds@usda.gov>; Mitchell, Alison (COM) <alison.mitchell@commerce.wa.gov>; Jay Peninger <jpeninger@andersonperry.com>  
**Subject:** Request Approval for Release of Retainage, White Salmon Transmission Main Replacement Phase I  
**Importance:** High

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lisa:



G.

The City has received all the documentation from the State Agencies with their concurrence for the City to release retainage from the above project to North Cascade Excavating (NCE) – see attached. However, we understand that the pipe supplier for the project, HD Fowler, has still not been paid for a substantial amount of the materials provided for the project and has made with Old Republic Surety Company (Old Republic) on the payment bond for the project. We also understand that NCE has made a claim with HD Fowler for defective materials provided for the project and that both parties have not, to our knowledge, come to terms on the proposed claim.

With these lingering payment issues, the City is still obliged to release the project retainage unless Old Republic objects. Please advise whether Old Republic approves or disapproves release retainage to NCE. If Old Republic approves of the City releasing the retainage to NCE, then formal correspondence of this approval is requested. If Old Republic does not approve release of retainage to NCE, the City requests the basis for disapproval and plan to disperse the project retainage. We are requesting a response from Old Republic on this matter by July 15, 2025.

Please contact me if you have any questions or comments on this matter. Thank you.



**David Jepsen** | *Senior Engineer*

[509-529-9260](tel:509-529-9260) office | [1-509-540-9584](tel:1-509-540-9584) cell/text

ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



**50 YEARS** OF MAKING A DIFFERENCE



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
PO Box 44274 Olympia, Washington 98504-4274

April 14, 2025

WHITE SALMON, CITY OF  
PO BOX 2139  
WHITE SALMON WA 98672

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **TRANSMISSION MAIN REPLACEMENT PHASE 1, Contract 250-11, Affidavit 1375438** to the following contractor:

NORTH CASCADE EXCAVATING LLC

104,285-02

604 692 038

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Lindsey White  
Contract Release Specialist  
360-902-0000  
WHLI235@LNI.WA.GOV

cc: NORTH CASCADE EXCAVATING LLC  
SARAH HOMOLA  
428 N PEKIN RD  
WOODLAND WA 98674-9530



# Employment Security Department

WASHINGTON STATE

April 23, 2025

ESD# 000354659001

UBI# 604692038000

North Cascade Excavating, LLC  
428 North Pekin Road  
Woodland WA 98674

WHITE SALMON, CITY OF

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Transmission Main Replacement Phase 1  
Contract number 250-11

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email [publicworks@esd.wa.gov](mailto:publicworks@esd.wa.gov)

EMPLOYMENT SECURITY DEPARTMENT



STATE OF WASHINGTON  
DEPARTMENT OF REVENUE

NORTH CASCADE EXCAVATING, LLC  
C/O SARAH HOMOLA  
428 N PEKIN RD  
WOODLAND WA 98674-9530

July 9, 2025  
Letter ID: L0031058444  
UBI: 604-692-038  
Account ID: 604-692-038  
Account Type: Excise Tax  
Audit ID: A133961  
Audit Period: 03/01/23 - 05/31/25

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

NORTH CASCADE EXCAVATING, LLC

Public Agency: CITY OF WHITE SALMON

Project Name: Transmission Main Replacement Phase 1

Contract Number: 250-11

Description of Work: Installation of ductile iron pipe & other work for transmission Main Replacement-Phase 1

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated July 9, 2025 at Olympia, Washington,

State of Washington  
Department of Revenue

A handwritten signature in cursive script that reads "Nettie Van Horn".

Certifying Officer



STATE OF WASHINGTON  
DEPARTMENT OF REVENUE

CITY OF WHITE SALMON  
C/O CHRIS TRUE  
PO BOX 2139  
WHITE SALMON WA 98672-2139

July 9, 2025  
Letter ID: L0030945542  
UBI: 604-692-038  
Account ID: 604-692-038  
Account Type: Excise Tax  
Audit ID: A133961  
Audit Period: 03/01/23 - 05/31/25

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

NORTH CASCADE EXCAVATING, LLC

Public Agency: CITY OF WHITE SALMON

Project Name: Transmission Main Replacement Phase 1

Contract Number: 250-11

Description of Work: Installation of ductile iron pipe & other work for transmission Main Replacement-Phase 1

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated July 9, 2025 at Olympia, Washington,

State of Washington  
Department of Revenue

*Nettie Van Horn*

\_\_\_\_\_  
Certifying Officer



**File Attachments for Item:**

H. Approval of Meeting Minutes - Special Council Meeting 07.16.2025



**City of White Salmon Special City Council Meeting  
July 16, 2025  
In Person and Via Zoom Teleconference**

**Attendance:**

**Council Members:**

Ben Giant  
Jason Hartmann  
Morella Mora

**Staff Present:**

Marla Keethler, Mayor  
Jennifer Neil, Director of Finance  
Troy Rosenburg, Deputy Clerk | Utility Clerk

**I. Call to Order**

Mayor Marla Keethler called the meeting to order at 6:00pm  
There were 0 members of the public in attendance in person and via teleconference.

**II. Roll Call (6:03pm)**

**III. Consent Agenda Item (6:04pm)**

A. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16<sup>th</sup> day of July 2025.

Type	Date			
<b>Claims</b>	<b>7/16/2025</b>	42611	42641	\$128,223.67
			<b>Claim Total</b>	<b>\$128,223.67</b>
<b>Payroll</b>				
			<b>Payroll Total</b>	<b>0.00</b>
<b>Manual Claims</b>	<b>7/2/2025</b>	EFT	EFT	\$12,305.75
	<b>7/5/2025</b>	EFT	EFT	\$1,179.16
	<b>7/10/2025</b>	EFT	EFT	\$10,413.49
	<b>7/15/2025</b>	EFT	EFT	\$240.00
	<b>7/16/2025</b>	EFT	EFT	\$12,749.49
<b>VOIDED Checks</b>			<b>N/A</b>	\$0.00
			<b>Manual Claim Total</b>	<b>\$36,887.86</b>
			<b>Toal Vouchers</b>	<b>\$165,111.53</b>

***Moved by Jason Hartmann. Seconded by Ben Giant. (6:04pm)***  
***Motion to approve the vouchers in the amount of \$165,111.53.***  
***MOTION CARRIED 3-0***

***IV. Mayor's Update (6:04pm)***

***V. Adjournment***

The meeting was adjourned **(6:06pm)**

**File Attachments for Item:**

A. Charter Cable Franchise Agreement

A. Presentation

B. Discussion

C. Action



## CITY COUNCIL REPORT

### ☒ Business Item

### Consent Agenda

Needs Legal Review:

Completed ( Attorney participated in negotiations with City)

Meeting Date:

August 6, 2025

Agenda Item:

Approval of Franchise Agreement

Presented By:

Shawn MacPherson, City Attorney

Paul Koch, ICA

### Action Required

Authorize approval of the Franchise Agreement between the City of White Salmon and Charter Communications and authorize the Mayor to sign the agreement.

### Motion for Business Item / Proposed Motion for Consent Agenda

Move to approve the Franchise Agreement between the City of White Salmon and Charter Communications for a period of ten years and authorize the Mayor to sign the agreement.

### Explanation of Issue

This is the renewal of a non-exclusive franchise agreement that has been in negotiations for the past three months. The City Attorney has participated in these negotiations, and this agreement comes to City Council at this time for approval. This is a ten year agreement, and the Grantee (Charter Communications) is required to pay all license fees, taxes, business and occupation taxes as may apply. This agreement allows Charter to construct and operate a cable system in the city.

The “franchise” is a special privilege granted by governments providing for a company to deliver a certain service or product. Services like cable TV, natural gas, electricity are covered by a franchise. This practice goes back many years in local government.

Under the terms of this agreement, Charter must get the city’s permission to occupy or make use of any city owned property and must meet all city required standards. As such then, Charter must pay all city fees, license fees and taxes which may be required. This franchise is not exclusive therefore there is no limit on the city to be able to approve another company of this type.

Under this proposed agreement, the City reserves the right to construct or install any public improvements, do any work the city finds desirable on, over or under any street, bridge or public place. The city is required to notify Charter at any time when any work done by the city may disturb any Charter facilities or equipment. Charter is required to provide the city with any maps, diagrams or drawings to the city or its contractor.

Under the terms of this agreement, Charter is authorized to build, erect, extend, operate and maintain in, along, across, above over and under the streets in establishing, operating or repairing their network. This is a ten year franchise contract that will automatically extend for an additional 5 years unless either party notifies the other of its desire to not exercise the automatic extension of the franchise. No cable system shall be allowed to occupy or use city streets or public rights of way or allowed to operate without a cable franchise.

Cable Charter agrees to hold the city harmless from all claims. Charter Cable shall maintain throughout the term of this agreement Franchise insurance in the amount listed. Workers Compensation to the statutory limits; Commercial General Liability \$1 million per occurrence, \$2 million General Aggregate. Auto liability in the amount of \$1 million per occurrence and Umbrella Liability in the amount of \$1 million per occurrence.

Charter Cable shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

Charter Cable shall, at its own expense, timely restore any damage or disturbance caused by work by Charter Cable or its contractors.

#### **City Council Options:**

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the Franchise Agreement with Charter .
2. Take no action on this request.
3. Deny the adoption of the agreement.
4. Other action that may be desired by the Council.

#### **Fiscal Analysis:**

There is no cost to the city for this agreement, other than the cost for the City Attorney to negotiate the agreement. Charter Communications shall pay to the City an annual franchise fee in an amount equal to five percent (5%) of the annual gross revenue.

**Recommendation of Staff:** Staff recommends the City Council approve the franchise agreement with Charter Communications and authorize the Mayor to sign. .

## **FRANCHISE AGREEMENT**

**This Franchise Agreement (“Franchise”)** is between the City of White Salmon, Washington, hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### **SECTION 1** **Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Washington.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during



its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith

that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

#### **4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

### **SECTION 5** **Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

### **SECTION 6** **Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

**6.3 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7**

### **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, timely restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, with notice to the Grantor for any significant and planned trimming.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the reasonable expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 14.2 of this Franchise.

## **SECTION 10**

### **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

## **SECTION 11**

### **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12**

### **Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

## **SECTION 13**

### **Enforcement or Revocation**

**13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 14.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The

decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**13.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

**13.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

**SECTION 14**  
**Miscellaneous Provisions**

**14.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.



**14.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**14.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**14.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**14.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of White Salmon Attn: Clerk PO Box 2139 White Salmon, WA 98672
Email:	Erikac@whitesalmonwa.gov
Grantee:	Director, Government Affairs Charter Communications 222 NE Park Plaza Drive, Suite 231 Vancouver, WA 98684
Email:	Stafford.strong@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 601 Massachusetts Ave NW, Suite 400A Washington, DC 20001

**14.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**14.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.7 above.

**14.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements,

representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**14.11 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**14.12 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**14.13 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of White Salmon, Washington

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal and State law.

Spectrum Pacific West, LLC

By: Charter Communications, Inc., Its Managers

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**File Attachments for Item:**

B. Resolution 2025-08-629 Council Agenda Procedure

A. Presentation

B. Discussion

C. Action



## CITY COUNCIL REPORT

### ☒ Business Item

### ☐ Consent Agenda

Needs Legal Review:

Completed

Meeting Date:

August 6, 2025

Agenda Item:

Approval of Resolution 2025-08-629

Presented By:

Marla Keethler, Mayor

### Action Required

Approval of Resolution 2025-08-629 establishing a formal procedure for City Council additions to the agenda.

### Motion for Business Item / Proposed Motion for Consent Agenda

Move that Resolution 2025-08-629 establishing City Council Additions Procedure be adopted as proposed.

### Explanation of Issue

For the past few months Council and Administration have discussed the establishment of a formal procedure outlining the way in which City Council can add items to the agenda. Staff researched the issue and talked to a number of Washington cities as well as Association of Washington Cities (AWC). The proposed procedure establishes some guiding principles that clarify the general philosophy of the Procedure.

The document establishes a four point procedure for Council members to be able to add items to the agenda. The Procedure establishes the need for either a Council consensus or vote to be able to add items to the agenda. The Procedure also establishes the collaboration necessary for creation of the agenda, due dates for submittal of items for the agenda and creates a "parking lot" queue when items cannot quickly be serviced.

This proposed Procedure has been reviewed and approved by the City Attorney.

### City Council Options:

City Council has the following options available at this time:

1. Adopt the Staff Recommendation to approve the proposed Procedure.
2. Make desired additions to the Procedure.
3. Other action that may be desired by the Council.

### Fiscal Analysis:

There are no cost implications tied to the approval of this Procedure.

### Recommendation of Staff:

It is recommended by staff that the City Council approve Resolution 2025-08-629 establishing a Procedure for City Council Agenda Additions.

### REPORT BACK:

In accordance with this new Procedure, staff will report back to Council on the status of items added and approved to the agenda. This report will reflect the status of items in the "parking lot" and awaiting action.

**CITY OF WHITE SALMON**  
**RESOLUTION NO. 2025-08-629**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,  
WASHINGTON, ADOPTING A FORMAL PROCEDURE FOR CITY COUNCIL  
MEMBERS TO REQUEST ADDITIONS TO THE COUNCIL AGENDA**

**WHEREAS**, the White Salmon City Council recognizes the importance of maintaining transparency, consistency, and efficiency in the conduct of public meetings; and

**WHEREAS**, the Council acknowledges the value of creating a clear and structured process through which individual Council members may propose agenda items for consideration, while also ensuring appropriate coordination, resource planning, and adherence to applicable rules of procedure; and

**WHEREAS**, the proposed “City Council Agenda Additions Procedure,” attached hereto as Exhibit A, outlines the appropriate steps, expectations, and administrative practices to be followed when requesting and considering new agenda items; and

**WHEREAS**, formal adoption of this procedure will support effective governance, promote collaborative decision-making, and provide guidance to both Council members and staff in the management of Council agendas;

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, AS FOLLOWS:

1. **Adoption of Procedure.** The City Council hereby adopts the “City Council Agenda Additions Procedure,” attached hereto as Exhibit A and incorporated herein by this reference, as the official procedure for City Council members to propose additions to the Council meeting agenda.
2. **Implementation.** The Mayor, City Clerk, and staff are directed to implement this procedure and ensure its application in the preparation and conduct of City Council meetings.
3. **Amendments.** This procedure may be amended by resolution of the City Council at any time, following appropriate review and discussion.
4. **Effective Date.** This resolution shall take effect immediately upon adoption.

**ADOPTED** BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON,  
this \_\_ day of \_\_\_\_\_, 2025.

---

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Erika Castro-Guzman, City Clerk

---

Shawn MacPherson, City Attorney

**File Attachments for Item:**

A. Staff Reports



# *Bingen-White Salmon* Police Department

142 E Jewett Blvd / PO Box 2139  
White Salmon, Washington 98672

Mike Hepner, Chief of Police

Telephone (509) 493-1177 Fax (509) 493-1007



## **DEPARTMENT HEAD REPORT**

Department: Police

Meeting Date: August 6, 2025

Presented By: Chief Mike Hepner

### Administration:

- White Salmon 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.
- Burdoin Fire Meetings

### Patrol Division:

The Bingen-White Salmon Police Department prides itself in reducing the incidence and fear of crime, ensuring 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. Lastly, speed enforcement, parking issues, or whatever the community deems important to them.

June 2024 and 2025 Monthly Activity Log Attached

**Bingen-White Salmon Police**  
**Monthly Activity Log**  
**June 2024**

White Salmon	Bingen	
5	3	Abandoned/Disabled Vehicle
19	4	Agency Assist
5	3	Alarm
4	1	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
	1	Burglary
		Child Abuse/Neglect
10		Citizen Assist
1		Civil Matter
2	1	Criminal Mischief
		Deceased
3		Disorderly
2	1	Domestic Violence
		Drugs
1	1	DUI
1		Fire
		Fireworks
		Forgery
2		Fraud
1		Harassment
1		Hazmat
		Homicide
		Information
		Intoxication
2		Juvenile Problem
		Kidnapping
59	15	

White Salmon	Bingen	
	1	Littering
1		Missing Person/Runaway
1		Medical Emergency
1	1	Mental Health
6	1	Motor Vehicle Accidents
		Motor Vehicle Theft
		Noise Complaint
		Parking Problem
		Pornography
2	1	Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
5	2	Suspicious
1	1	Theft
1	1	Threats
4		Traffic Complaint/Hazard
3	3	Traffic Offense
1		Trespass
1		Unsecure Premise
2	2	Violation Court Order
1		Wanted Person
		Weapons Offense
2	1	Welfare Check
4		911 Hang-up Calls
36	14	

<b>29</b>	<b>Bingen</b>
<b>95</b>	<b>White Salmon</b>
<b>124</b>	<b>Total</b>

**Bingen-White Salmon Police**  
**Monthly Activity Log**  
**June 2025**

White Salmon	Bingen	
3	1	Abandoned/Disabled Vehicle
21	3	Agency Assist
5		Alarm
14	2	Animal Problem/Noise/Neglect
		Arson
		Assault
		Attempt to Locate
	2	Burglary
		Child Abuse/Neglect
11	3	Citizen Assist
1	2	Civil Matter
1		Criminal Mischief
		Deceased
4	2	Disorderly
1		Domestic Violence
		Drugs
2		DUI
		False Reporting
1		Fire
		Fireworks
		Forgery
		Fraud
2	1	Harassment
		Hazmat
		Homicide
		Information
		Intoxication
	1	Juvenile Problem
		Kidnapping
		Littering
66	17	

White Salmon	Bingen	
1		Missing Person/Runaway
2		Medical Emergency
2		Mental Health
4	1	Motor Vehicle Accidents
		Motor Vehicle Theft
	2	Noise Complaint
		Paper Service
4	1	Parking Problem
		Pornography
4		Property Lost/Found
		Prowler
		Recovered Stolen Property
		Resisting Arrest
		Robbery
		Search Warrant
		Sex Crimes
5	2	Suspicious
1		Theft
		Threats
1		Traffic Complaint/Hazard
9		Traffic Offense
80	85	Traffic Stop
1		Trespass
		Unsecure Premise
		Violation Court Order
1	1	Wanted Person
		Weapons Offense
1	2	Welfare Check
3	1	911 Hang-up Calls
119	95	

<b>112</b>	<b>Bingen</b>
<b>185</b>	<b>White Salmon</b>
<b>297</b>	<b>Total</b>




---

## PUBLIC WORKS DEPARTMENT

Meeting Date: 8.6.25

Presented By: Andrew Dirks

### Daily Operations / What's Happening:

- 2-Water leak repairs on the 14" Steel on Graves Rd
- Water Leak repair 8" steel on Winebarger.
- Water main leak repair on Columbia
- Water service leak repair on Columbia
- Service line replacement on Columbia
- Meter Relocation 740 Estes.
- Meter Relocation 750 Estes
- Meter Relocation 292 Green.
- Water leak repair on Thorton.
- Coordination with the County to Chip Seal Dock Grade.
- Water Samples for the Boil Water Notice and DOH Coordination.
- Internet outage at all remote sites.
- Sweeper Repair.
- Routine Samples
- Meeting with DOE regarding the White Salmon Watershed
- Weekly AP Meetings.
- Splash Pad Drain Repair- DOH Requirements
- NMBPS Pre-con meeting
- Phase 2A Pre-Bid and Bid Opening
- New service truck Upfit
- Brush removal- Spring St
- Pipe delivery and storage agreement for Phase 2A
- Control Valve Vault Cleaning.
- GC Systems Cla-Val maintenance
- Lead and Copper Samples
- Backhoe repairs and Maintenance

### Current Projects:

- NMBPS
- Phase 2A
- BC Roof Restoration.

### Upcoming Projects:

- Phase 2B

### Updates for the Community / Upcoming Events:

- Conserve Water Notice is still in effect on Strawberry Mtn until Further notice.