

White Salmon City Council Meeting A G E N D A

March 05, 2025 – 6:00 PM 119 NE Church Ave and Zoom Teleconference

Meeting ID: 889 7682 9091

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: https://us02web.zoom.us/j/88976829091

- I. Call to Order, Land Acknowledgement, and Presentation of the Flag
- II. Roll Call
- III. Changes to the Agenda
- IV. Presentations
 - A. Presentation Women's History Month

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 Materials Purchase Transmission Main Phase 2A
- B. Approval of Contract Amendment Anderson Perry North Main Spring St
- C. Approval of Meeting Minutes February 13, 2025, Special Council Meeting & February 19, 2025, Council Meeting
- D. Approval of Vouchers

VII. Business Items

- A. A motion to rescind amendment to motion to adopt Ordinance 2025-01-1171 Amending WSMC 17 Parking approved February 19, 2025
 - 1. Discussion
 - 2. Action

VIII. Reports and Communications

- A. Mayor's Updates
 Arbor Day Proclamation & Red Cross Month
- **B.** Department Head Reports
- C. RFA Report
- D. Administrator's Report
- E. Council Member & Committee Reports

- IX. Executive Session (if needed)
- X. Adjournment

A. Approval of Materials Purchase - Transmission Main Phase 2A



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: No, Not Necessary

Meeting Date: 3/5/25

Agenda Item: Materials Purchase- Transmission Main Phase 2A- Ferguson

Waterworks

Presented By: Andrew Dirks, PWD

Action Required:

Approval of materials purchase (20" Ductile Iron Pipe and associated fittings) from Ferguson Waterworks using the state contract in the amount not to exceed \$1,300,000.00

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve materials purchase (20" Ductile Iron Pipe and associated fittings) from Ferguson Waterworks using the state contract in the amount not to exceed \$1,300,000.00

Background of Issue:

To avoid long lead times on Ductile Iron pipe and associated fittings and any delays that may put on construction Public Works is seeking approval to use the State Contract to purchase 6710 lineal feet of 20" ductile iron pipe (quoted at Class 52 although Class 50 may be purchased to and reduce cost) and associated fittings. This will allow the contractor to start the project and meet critical timelines. Attached is the approval letter for the City to purchase directly from the state contract. The items highlighted in the attached quote from Ferguson Waterworks are the items the City would need to purchase and a contingency for potential price increase to the total has been added.

Please see the attached memorandum from Dave Jepson with Anderson Perry with a more detailed description.

Council Options:

City Council has the following options available at this time:

- 1. Accept the Staff Recommendation and approve the contract.
- 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.
- Take no action on this matter.

Fiscal Analysis:

All purchases will be reimbursed through the PWB funding.

Recommendation of Staff/Committee:

Staff recommends approval of materials purchase (20" Ductile Iron Pipe and associated fittings) from Ferguson Waterworks using the state contract in the amount not to exceed \$1,300,000.00

Pre-Purchase of 20-Inch Diameter Water Main Pipe and Fittings City of White Salmon Phase IIA Transmission Main Improvements

Proposed Action:

Pre-purchasing of 20-inch diameter water main pipe and fittings is proposed to facilitate the construction of the Phase IIA project in Year 2025. The Phase IIA construction will require two construction seasons (2025 and 2026) to complete due to the extent and complexity of the Work. The first phase of construction for 2025 would be from the City's Manifold connection off Forester Drive to the SR 141/SR 141 Alternate intersection. The second phase slated for 2026 would be from the SR 141/SR 141 Alternate to City's check valve vault just south of the top of Bald Mountain Curves on SR 141.

One limitation on the 2025 construction work is the ability to obtain 20-inch diameter ductile iron pipe and fittings in a timely manner for construction. The current lead time for the purchase and delivery of 20-inch diameter ductile iron pipe is 16 to 18 weeks from the time of order. If the pipe were purchased by the successful bidder (i.e., hired contractor), the pipe would not show up in time for 2025 phase work to be completed.

Proposed pre-purchase would be through Ferguson Enterprises through a statewide contract with the Washington State Department of Enterprise Services (DES). This purchase would only be for 20-inch diameter ductile iron pipe and fittings for Phase IIA, 1st Phase (2025). The successful bidder would be required to procure and furnish all other materials and products not pre-purchased by the City. Based on a preliminary price quote, the total cost for the pipe and fittings is estimated to be approximately \$1,241,250. To account for possible price increases at the time of order and adjustments of the pipe material and quantity, a proposed budget of \$1,300,000 is recommended for this pre-purchase of 20-inch diameter ductile iron pipe and fittings.

Justification:

The proposed pre-purchase of 20-inch diameter water main pipe and fittings is needed for the successful bidder to complete the needed work in 2025. These materials have very long lead times.

Cities may also use the authority granted in RCW 39.34.030 to make purchases through state contracts. The City has already signed a Master Contracts Usage Agreement (MCUA) with the Washington State DES and is therefore eligible to make purchases with the MUCA.

Funding for the Phase IIA project is through a loan/grant from the Washington State Public Works Board (PWB). The proposed pre-purchase of the water main pipe, fittings, and valves was submitted to PWB staff, who did not have any issues with the proposed pre-purchases.

Potential Ramifications

Pre-purchase of materials by the Owner is typically not encouraged as any liabilities associated with the purchased materials would be the Owner's responsibility instead of the successful bidder's responsibility. For the needed 20-inch ductile iron pipe and fittings, the pre-purchase of these materials to meet the 2025 schedule outweighs the potential material liability ramifications.

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Mitigation of potential material liability issues would be addressed in the contract documents by requiring the successful bidder's review and acceptance of the pre-purchased materials before incorporating them into the Work.



State of Washington DEPARTMENT OF ENTERPRISE SERVICES	CONTRACT USAGE AGREEMENT		
	CUA no. and effective dates will be completed by DES		
Attn: Contracts & Procurement P.O. Box 41411	CUA No.: 2025CUA1467		
Olympia, WA 98504-1411	Effective Date: February 24, 2025		
	Type of Eligible Purchaser		
Insert Eligible Purchaser Name City of White Salmon	Washington state agency		
	Washington local governmental agency or		
Business Contact: Andrew Dirks	entity (e.g., counties, cities, school		
Tel:509-281-4093	districts, public utility districts, etc.)		
Email: andrewd@whitesalmonwa.gov Tax Identification No.:91-6001528	Higher Education		
	Federal governmental agency or entity		
	Tribe located in the State of Washington		

CONTRACT USAGE AGREEMENT

FOR

DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')

This Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the <u>City of White Salmon, Local governmental</u> agency/entity ("Eligible Purchaser") and is dated and effective as February 24, 2025.

RECITALS

- A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). See RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.
- B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
 - Washington state agencies;
 - Washington local governmental agencies or entities;
 - Higher Education;
 - Federal governmental agencies or entities; or
 - Tribes located in Washington state.

- C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:
 - Statewide Contracts. Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State's Procurement Code for Goods/Services (RCW 39.26). See RCW 39.26.050.
 - Cooperative Purchasing Agreements. Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. See RCW 39.26.060.
 - Legislatively Directed Contracts. Certain 'mandatory use' or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers e.g., Correctional Industries contracts. See RCW 39.26.251.

Enterprise Services maintains a list of all such Contracts at its Contracts Webpage.

- D. Eligible Purchaser desires to contract with Enterprise Services to access and use the Contracts, subject to their terms and conditions.
- E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Contracts.

AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. **DURATION**. This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
- 2. ELIGIBLE PURCHASER'S REPRESENTATIONS AND WARRANTIES. Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
 - a. ELIGIBLE PURCHASER STATUS. Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services' Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.
 - b. Contract Audits. Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

- 3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY**. Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.
- 4. **SEPARATE RESPONSIBILITY**. Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and it's own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
- 5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.

6. AGREEMENT ADMINISTRATION & NOTICES.

a. AGREEMENT CONTACTS. The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

Enterprise Services

Attn: Contracts & Procurement Washington Dept. of Enterprise Services PO Box 41411 Olympia,

WA 98504-1411

Email: CUA@des.wa.gov

Eligible Purchaser

Attn: Andrew Dirks
Address: City of White Salmon
PO Box 2139

White Salmon, WA 98672

Email: andrewd@whitesalmonwa.gov

- b. ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER. If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
- c. NOTICES. Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. GENERAL PROVISIONS.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. No AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. ASSIGNMENT. Eligible Purchaser may not assign its rights under this Agreement.
- g. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- h. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

City of White Salmon STATE OF WASHINGTON ALocal government GOVERNMENT AGENCY **DEPARTMENT OF ENTERPRISE SERVICES** A GOVERNMENT AGENCY Andrew Dirks Date: 2025.02.20 11:56:44 -08'00' Digitally signed by Rebecca Rebecca Linville Date: 2025.02.24 Linville By: By: 09:09:35 -08'00' Name: Andrew Dirks Name: Rebecca Linville **Public Works Director** Title: Washington State Chief Procurement Officer Title: Assistant Director, Contracts & Procurement

NOTE: Please sign in Adobe and submit this form electronically. It will delay processing if you physically print and sign the form.



February 26, 2025

Chris True
Public Works Operations Manager
City of White Salmon
100 N. Main Street
White Salmon, WA 98672

Subject: Advance Pipe Purchase – Transmission Main Replacement Phase 2A

Dear Chris,

Ferguson Waterworks is pleased to respond to the City of White Salmons's request for pricing supporting Phase 2A of the Transmission Main Replacement. As we have discussed in the preceding weeks, Ferguson Waterworks is in a unique position to supply the City as an awarded contractor through the Washington State Department of Enterprise Services (DES) contract #23623. This contract was competitively bid and allows utilities in the state of Washington to bypass the lengthy competitive bid process and instead purchase directly from Ferguson Waterworks, saving substantial time, effort and money on the part of the utility.

Pricing for contract items is defined on the DES website with associated discounts off MSRP offering advantageous pricing to our utility partners. In certain instances where utilities seek large quantities of material or seek to package a variety of different material included on the contract, Ferguson has the flexibility to offer deeper discounts than those defined. With the required volumes and variety of products requested by the City of White Salmon, Ferguson is happy to extend additional discounts in support of this quoting effort.

Please review the pricing included with this submission and feel free to reach out to any of the following with guestions:

- Darrin Andersson, Municipal Field Representative: darrin.andersson@ferguson.com or 503-507-1754
- Nick Stewart, Municipal Sales Support Representative: nicholas.stewart@ferguson.com or 503-240-6747
- Jess Bergers, Municipal Sales Manager: jess.bergers@ferguson.com or 503-878-1357

The Ferguson team greatly appreciates the opportunity to quote your project. We look forward to partnering with your team on this effort.

Sincerely.

Jess Bergers

Municipal Sales Manager - PNW

Ferguson Waterworks





City of White Salmon						
Advance Pipe Purchase – Transmission Main Replacement Phase 2A						
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Item No	Description	Qty	UoM	Unit Price	Ext Price	Notes
1	20" CL52 Fastite Ductile Iron Pipe, 20ft Lgth	6720	LF	\$133.98	\$900,345.60	16-18 weeks - installation schedule required to aid in production planning
2	20" Fastgrip Restraint Gasket	305	EA	\$698.17	\$212,941.85	Qty for required footage only, did not include gaskets for waste qty
3	20" MJ x FL Adapter	12	EA	\$1,121.13	\$13,453.56	7 available, balance 16-18 weeks
4	14" MJ x FL Adapter	2	EA	\$522.72	\$1,045.44	Manufacturer stock
5	20" x 14" FL x FL Reducer	2	EA	\$1,512.62	\$3,025.24	Manufacturer stock
6	14" Transition Cplg - Steel to DI	1	EA	\$1,092.95	\$1,092.95	2 weeks
7	20" x 8" FL Ecc Reducer	3	EA	\$1,234.39	\$3,703.17	16-18 weeks
8	20" x 6" FL Tee	1	EA	\$2,595.64	\$2,595.64	Manufacturer stock
9	20" FL x MJ 11-1/4	1	EA	\$1,725.52	\$1,725.5 <mark>2</mark>	16-18 weeks
10	20" FL x FL 22-1/2	1	EA	\$1,850.76	\$1,850.76	16-18 weeks
11	20" FL x MJ 45	1	EA	\$1,941.69	\$1,941.69	16-18 weeks
12	20" MJ 90	3	EA	\$1,486.49	\$4,459.47	Manufacturer stock
13	20" FL Tee	4	EA	\$2,954.46	\$11,817.84	Manufacturer stock
14	20" X 8" FL Tee	4	EA	\$2,637.02	\$10,548.08	1 available, balance 8-10 weeks
15	20" X 6" MJ x FL Tee	1	EA	\$1,510.99	\$1,510.99	Manufacturer stock
16	20" MJ 11-1/4	17	EA	\$953.96	\$16,217.32	2 available, balance 16-18 weeks
17	20" MJ 22-1/2	5	EA	\$1,012.77	\$5,063.85	16-18 weeks
18	20" MJ 45	9	EA	\$969.21	\$8,722.89	Manufacturer stock
19	20" Ductile Restraint Kit	85	EA	\$392.44	\$33,357.40	Manufacturer stock
20	14" Ductile Restraint Kit	2	EA	\$176.22	\$352.44	Manufacturer stock
21	20" FL Bolt & Gasket Kit	41	EA	\$124.96	\$5,123.36	4 weeks - Actual quantity required to be verified
22	14" FL Bolt & Gasket Kit	4	EA	\$47.21	\$188.84	4 weeks - Actual quantity required to be verified
23	8" FL Bolt & Gasket Kit	9	EA	\$15.24	\$137.16	4 weeks - Actual quantity required to be verified
24	6" FL Bolt & Gasket Kit	2	EA	\$13.43	\$26.86	4 weeks - Actual quantity required to be verified
				Total	\$1,241,247.92	



B. Approval of Contract - Amendment - Anderson Perry - North Main Spring St



COUNCIL REPORT

Business Item x Consent Agenda

Needs Legal Review: No, Not Necessary

Meeting Date: 3/5/25

Agenda Item: Contract Amendment No. 1- Anderson Perry- North Main/

Spring St

Presented By: Andrew Dirks, PWD

Action Required:

Approval of Contract Amendment No. 1 with Anderson Perry for the N Main/ Spring Street project not to exceed \$61,000.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Contract Amendment No. 1 with Anderson Perry for the N Main/ Spring Street project not to exceed \$61,000.

Background of Issue:

Due to unforeseen delays and coordination with the developers in the project location and the cultural survey DHAP requirements the amount budgeted for design engineering was insufficient and will need to be increased in the amount of \$61,000. This amount is to cover the work that has already been done and the final steps for getting the project out to bid.

The PWB funding secured for this project was based on the City self-funding the preconstruction engineering and cultural/environmental costs. A portion of the proposed PWB funding (\$100,000) was allocated to land acquisition for the North Main BPS site. However, since the Four Oaks developer is planning on providing an easement to the City for the North Main BPS site, this cost will not be incurred. AP recommends the City reallocate the \$100,000 set aside for land acquisition and utilize this budget for the additional engineering cost and a portion of the City's share for the preconstruction costs. A copy of a January 24, 2023, email with PWB staff about shifting budget items in the project funding is attached for reference.

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:

All funding will be reimbursed through the PWB funding.

Recommendation of Staff/Committee:

Staff recommends approval of Contract Amendment No. 1 with Anderson Perry for the N Main/ Spring Street project not to exceed \$61,000.



Engineering

Surveyin

Natural Resources

Cultural Resources

GIS

February 13, 2025

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

RE: North Main - Spring Street Water Improvements - Amendment No. 1 to Task Order

Dear Andrew:

As we have previously discussed, the design of the North Main - Spring Street Water Improvements project has encountered several delays outside the control of the City and Anderson Perry & Associates, Inc. (AP) including natural gas relocation, extended coordination with the developer, waiting on the developer's revisions, finalization of the utility easement, addressing the need for an insertion valve or line stop on the Spring Street Reservoir 10-inch diameter outlet, and changes in Washington State Energy Code. AP also performed a cultural resource survey of the project area, which was required by the Washington State Department of Archaeology and Historic Preservation (DAHP) and the Public Works Board (PWB), which is the funding agency. Our original task order for this project was approved in May 2023, and the proposed project is now nearing advertisement for bid, once the final utility easement for the North Main Booster Pump Station (BPS) site is secured.

The project delays and the cultural survey required by DAHP and PWB have resulted in AP utilizing significantly more time than anticipated to manage the project and complete the design. AP has been diligently working on the project design and believes the project can soon be finalized and advertised for bid. The amount requested for this amendment is \$61,000. Of this amount, \$36,500 is related to additional planning, design, and coordination with the City and property owner, \$6,000 for the cultural resource survey, and \$18,500 for final design documents and review by the Washington State Department of Health.

The PWB funding secured for this project was based on the City self-funding the preconstruction engineering and cultural/environmental costs. A portion of the proposed PWB funding (\$100,000) was allocated to land acquisition for the North Main BPS site. However, since the Four Oaks developer is planning on providing an easement to the City for the North Main BPS site, this cost will not be incurred. AP recommends the City reallocate the \$100,000 set aside for land acquisition and utilize this budget for the additional engineering cost and a portion of the City's share for the preconstruction costs. A copy of a January 24, 2023, email with PWB staff about shifting budget items in the project funding is attached for reference.

Attached for the City's review and approval is a copy of Amendment No. 1. Please note that AP's engineering services are on a time and materials basis and are only expended as needed.

La Grande, OR Walla Walla, WA Redmond, OR Hermiston, OR Enterprise, OR

B.

Andrew Dirks February 13, 2025 Page -2-

AP appreciates the City's continued support for this challenging project and looks forward to its successful completion. Please contact me if you have any questions regarding the amendment request or the project itself.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

Ву ____

Jay Peninger, Construction Administrator

Encl.

cc: File No. 250-25-002 (w/encl.)

 $Dirks-AmndmtNo.1_WhiteSalmon_NMainSpringStWtrImp_250-25-002.docx$

From: Dave Jepsen

Sent: Tuesday, January 24, 2023 8:38 AM

To: 'Clerk Treasurer'; 'administrator@ci.white-salmon.wa.us'

Subject: FW: White Salmon Land Acquisition

Stephanie/Troy:

Based on the email below, the City does not need to adjust anything to the project budget to reflect changes in the budget.



Web Facebook LinkedIn

From: Pechtel, Bridget (COM)

Sent: Tuesday, January 24, 2023 7:54 AM

To: Dave Jepsen

Subject: White Salmon Land Acquisition

Hi Dave,

I talked with Mark and was able to confirm that we do not need formal notification of any changes to your application section "Estimated Project Schedule /Cost/Readiness to Proceed." This information is an estimate, and we have expectations that there will be changes as the project progresses. White Salmon can use the funds elsewhere, and if there are funds remaining at the end of the project, they can deobligate the amount.

I hope that helps. Please let me know if you have any follow up questions. I have a few meetings today, and I'm out at 3:00, but otherwise, I should be available.

Bridget Pechtel | Project Manager
Washington State Public Works Board
(360) 870-9288 | bridget.pechtel@commerce.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.



AMENDMENT NO. 1 TO TASK ORDER BETWEEN OWNER AND CONSULTANT FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES

Job No. 250-25

PROJECT: City of White Salmon, Washington - North Main - Spring Street Water Improvements

PART I. PARTIES AND DESCRIPTION OF WORK

This AMENDMENT, made this 19th day of February 2025, amends the TASK ORDER between the City of White Salmon, Washington (the Owner) and Anderson Perry & Associates, Inc. (the Consultant) dated May 8, 2023, for the design, bidding and construction services related to the North Main-Spring Street Water Improvements project.

This AMENDMENT modifies the TASK ORDER to include the following:

CONSULTING SERVICES

The Scope of Work is hereby modified to include providing additional engineering services for design and coordination with the property owner for the proposed siting and construction of the North Main Booster Pump Station, coordination of the relocation of a natural gas main in Spring Street, addressing the need for an insertion valve or line stop on the Spring Street Reservoir 10-inch diameter outlet, necessary revisions due to a change in the Washington State Energy Code, and a cultural resource survey required by Washington State Department of Archaeology and Historic Preservation and the Public Works Board.

ADDITIONAL PROVISIONS

The proposed additional engineering services are based on the property owner providing all required easement documents by February 15, 2025, and no further design or bidding delays outside the Owner's or Consultant's control.

COMPENSATION FOR SERVICES

In consideration for performing the services outlined in this Amendment, the Owner agrees to compensate the Consultant as follows: On a time and materials basis, based on the attached Hourly Fee Schedule, with a cost not to exceed \$61,000. The proposed additional compensation is based on \$36,500 for additional planning, design, and coordination with the property owner and Owner for the natural gas main relocation, \$6,000 for cultural resource survey, and \$18,500 for final design documents (including addressing the need for an insertion valve or line stop on the 10-inch diameter reservoir outlet pipe and Washington State Energy Code changes) and review by the Washington State Department of Health. This Amendment increases the total project budget from \$328,900 to \$389,900.

All other provisions of the TASK ORDER shall remain the same.

Consultant Anderson Perry & Associates, Inc.	Owner City of White Salmon, Washington
Jake Hollopeter, P.E. Name Automatical States of Control of Cont	Name
Vice President Title	Signature Title

Engineering Surveying Natural Resources Cultural Resources G

2025 HOURLY FEE SCHEDULE

Effective January 1, 2025

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	PROJECT REPRESENTATIVES
Technician I \$ 75.00	Engineering Technician I \$115.00	Project Representative I\$105.00
Technician II\$ 80.00	Engineering Technician II \$125.00	Project Representative II\$110.00
Technician III\$ 85.00	Engineering Technician III \$130.00	Project Representative III\$115.00
Technician IV\$ 95.00	Engineering Technician IV \$140.00	Project Representative IV\$120.00
Technician V\$100.00	Engineering Technician V \$145.00	
Technician VI\$105.00	Engineering Technician VI\$150.00	SURVEYORS
Technician VII\$115.00	Project Engineer I \$145.00	Survey Technician I\$ 80.00
Senior Technician I\$120.00	Project Engineer II\$155.00	Survey Technician II\$ 95.00
Senior Technician II\$130.00	Project Engineer III\$160.00	Survey Technician III\$105.00
Senior Technician III\$135.00	Project Engineer IV \$165.00	Survey Crew Chief I\$115.00
Senior Technician IV\$140.00	Project Engineer V \$170.00	Survey Crew Chief II\$125.00
Senior Technician V\$150.00	Project Engineer VI \$175.00	Survey Crew Chief III\$130.00
Senior Technician VI\$160.00	Project Engineer VII \$180.00	Survey Crew Chief IV\$140.00
Senior Technician VII\$165.00	Project Engineer VIII\$190.00	Professional Land Surveyor I \$150.00
Senior Technician VIII\$170.00	Senior Engineer I \$195.00	Professional Land Surveyor II \$160.00
Senior Technician IX\$185.00	Senior Engineer II\$205.00	Professional Land Surveyor III\$170.00
Senior Technician X\$200.00	Senior Engineer III\$210.00	Professional Land Surveyor IV\$180.00
Senior Technician XI\$210.00	Senior Engineer IV\$215.00	Professional Land Surveyor V\$205.00
	Senior Engineer V\$220.00	
	Senior Engineer VI\$225.00	OVERTIME
	Senior Engineer VII\$235.00	Overtime Surcharge\$ 35.00
	Senior Engineer VIII\$240.00	
	Senior Engineer IX\$250.00	
EQUIPMENT AND OTHER		
GPS Total Station\$ 45.00	Electrofisher \$ 30.00	
Robotic Survey Station\$ 35.00	Unmanned Aircraft System	
Total Station\$ 30.00	(UAS/Drone)\$ 50.00	
Scanning Total Station\$ 45.00	GIS RTK GPS/GNSS Unit \$ 35.00	
ATV (4-hour minimum)\$ 35.00	Procore Project Management	
Resource Grade GPS\$ 25.00	Software (\$/Month/\$1M	
	Construction Project Cost) \$110.00	

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for standard highway vehicles. Mileage will be charged at \$0.85 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

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

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

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

This Hourly Fee Schedule is revised annually on or around January 1.

G:\APDocs\Fee Schedules\2025\2025 Hourly Fee Schedule.docx

La Grande, OR Walla Walla, WA Redmond, OR Hermiston, OR Enterprise, OR

C. Approval of Meeting Minutes - February 13, 2025, Special Council Meeting & February 19, Council Meeting



City of White Salmon Special City Council Meeting February 13, 2025 In Person and Via Zoom Teleconference

Attendance:

Council Members:

Ben Giant
David Lindley
Jason Hartmann
Jim Ransier
Patty Fink

Staff Present:

Marla Keethler, Mayor Paul Koch, Interim City Administrator Shawn Mac Pherson, City Attorney Troy Rosenburg, Deputy Clerk | Utility Clerk

I. Call to Order

Mayor Marla Keethler called the meeting to order at 5:30pm There were no members of the public in attendance in person and via teleconference.

Note: Due to a technical issue with the computers keyboard staff was unable to log in and start the zoom meeting for the council meeting on February 13, 2025.

II. Roll Call (5:30pm)

III. Executive Session – Potential Litigation, RCW 42.30.110(i) (5:31pm)

The Mayor and Council members left the room for Executive Session at 5:31pm. Mayor Marla Keethler returned at 5:59pm to extend Executive Session until 6:11pm. The Mayor and Council members returned at 6:11pm. No action was taken.

IV. Adjournment

The meeting was adjourned at 6:12pm.



City of White Salmon City Council Meeting February 19, 2025 In Person and Via Zoom Teleconference

Attendance:

Council Members:

Ben Giant
David Lindley
Jason Hartmann – Mayor Pro tem
Jim Ransier
Patty Fink

Staff Present:

Andrew Dirks, Director of Public Works Mike Hepner, Police Chief Paul Koch, Interim City Administrator Shawn Mac Pherson, City Attorney Troy Rosenburg, Deputy/Utility Clerk

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

Mayor Pro tem Jason Hartmann called the meeting to order at 6:00p.m. There were approximately 13 members of the public in attendance in person and via teleconference.

II. Roll Call (6:02pm)

III. Changes to the Agenda

None

IV. Presentations

A. Black History Month Presentation Video – Jim Ransier (6:03pm)

V. Public Comment (6:09pm-6:21pm)

Leslie Naramore – White Salmon Resident Ryan Dougherty – White Salmon Resident Hanna Rose – White Salmon Resident Kevin Whiteman – Non-White Salmon Resident Dale Grinstead – White Salmon Resident Mike Hepner – Non-White Salmon Resident

VI. Consent Agenda (6:22pm)

- A. Approval of Finance Director Contact Jennifer Neil
- **B.** Approval of Personal Services Contract HVAC Maintenance Precision Service and Electric
- **C.** Approval of Meeting Minutes February 5, 2025
- **D.** Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 19th day of February 2025.

Туре	Date			
Claims	2/19/2025	42191	42230	\$405,888.06
			Claim Total	\$405,888.06
Payroll	2/20/2025	EFT	EFT	\$83,468.15
			Payroll Total	\$83,468.15

Manual Claims	1/15/2025	EFT	EFT	\$120.00
	2/5/2025	EFT	EFT	\$1,172.53
	2/10/2025	EFT	EFT	\$9,969.96
	2/19/2025	EFT	EFT	\$240.00
VOIDED Checks			N/A	0.00
			Manual Claim Total	\$11,502.49
			Toal Vouchers	\$500,858.70

Moved by Jim Ransier. Seconded by Ben Giant. (6:22pm)

Motion to approve Consent Agenda and vouchers in the amount of \$500,858.70.

CARRIED 5-0.

VII. Business Items

A. Ordinance 2025-01-1171 Amending WSMC 17 Parking (6:23pm) Presented by Micheal Mehaffy

Public Comments (6:41pm) None

Council Discussed. (6:42pm-6:57pm)

Moved by Ben Giant. Seconded by David Lindley. (6:58pm)

Motion to approve Ordinance 2025-01-1171 Amending WSMC 17 Parking

Further discussion by council (6:58pm-7:19pm)

Moved by Patty Fink. Seconded by Jim Ransier (7:20pm)

Motion to Amend the motion to approve Ordinance 2025-01-1171 Amending WSMC 17 Parking to include language in the effect of if you are building a new structure the ordinance only effects the new building structure not the existing structure.

Further discussion by council (7:20pm)

AMENDMENT TO ORIGINAL MOTION CARRIED 5-0. (7:21PM)

MOTION CARRIED 5-0. (7:21pm)

B. Ordinance 2025-02-1171 Amending WSMC Commercial Zoning and Conditional Use Permits (7:22pm)

Presentation by Micheal Mehaffy (7:22pm)

Council member Ben Giant requested clarification on staff recommendation (7:32pm) Interim City Administrator Paul Koch - Staff Recommendation (7:33pm)

Public Comment (7:33pm)

No Public Comments

Moved by David Lindley. Seconded by Ben Giant (7:35pm)

Motion to approve Ordinance 2025-02-1171 Amending WSMC Commercial Zoning and Conditional Use Permits

Council Discussion (7:35pm)

MOTION CARRIED 5-0. (7:44pm)

C. Ordinance 2025-01-1175 Amending WSMC 18.41 Tree Protections and 13.01.050 Stormwater Provisions. (7:45pm)

Interim City Administrator Paul Koch - Staff Recommendation (7:45pm)

Council Discussion (7:46pm)

Moved by David Lindley. Seconded by Jim Ransier. (7:46pm)

Motion to Approve Ordinance 2025-02-1177 Amending WSMC 13 Wastewater

Council Further Discussion (7:48pm)

MOTION CARRIED 5-0. (7:52pm)

D. Ordinance 2025-02-1179 Amending WSMC 18.41 Tree Protections and 13.01.050 Stormwater Provisions (7:51pm)

Presentation Interim City Administrator Paul Koch (7:51pm)

Moved by Jim Ransier. Seconded by Ben Giant. (7:51pm)

Motion to Approve Ordinance 2025-02-1179 Amending WSMC 18.41 Tree Protections and 13.01.050 Stormwater Provisions

MOTION CARRIED 5-0. (7:52pm)

- VIII. Reports and Communications
 - A. Department Head Reports (7:52pm)
 Interim City Administrator Paul Koch (7:55pm)
 - B. Council Member and Committee Reports (7:53pm)

Council Member Patty Fink Council Member Jim Ransier

- IX. Executive Session: None
- X. Adjournment (7:59pm)

A. A motion to rescind amendment to motion to adopt Ordinance 2025-01-1171 Amending WSMC 17 Parking approved February 19, 2025

- 1. Discussion
- 2. Action



COUNCIL REPORT

Business Item		Consent Agenda
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Needs Legal Review: Yes, completed Meeting Date: Yes, completed March 5, 2025

Agenda Item: Business Items VIII A Motion to rescind

Presented By: Paul Koch, ICA

Action Required:

A motion to rescind amendment to motion to adopt ordinance 2025-01-1171 Amending WSMC 17 Parking and discussion leading to formal action.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to rescind the amendment to adopt ordinance 2025-01-1171 and adopt the ordinance as presented.

Background of Issue:

Following action to adopt ordinance 2025-01-1171 as amended, it has been requested that this issue come back to the Council for reconsideration. The City has received such a request from a Council member voting in the majority. A copy of the proposed ordinance is attached to this report for Council information.

Council Options:

City Council has the following options available at this time:

- 1. Vote to rescind the amendment to the ordinance and move to adopt the original motion to approve the ordinance as presented.
- 2. Do not vote to rescind the amendment to the ordinance.

Fiscal Analysis:

There is no financial impact of this proposed action.

Recommendation of Staff/Committee:

Staff recommends that the City Council take action desired by the City Council on this matter.

Follow Up Action:

No follow up action is required.

A. Mayor's Updates

Arbor Day Proclamation & Red Cross Month

PROCLAMATION 2025-XXX

A PROCLAMATION BY THE CITY OF WHITE SALMON, WASHINGTON DECLARING MARCH 22, 2025 AS ARBOR DAY

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

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

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

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

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

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

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

NOW, THEREFORE, I, Marla Keethler, Mayor of the City of White Salmon, do hereby proclaim March 22, 2025, as Arbor Day in the City of White Salmon, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this	19 th	day	of I	Febr	ıary	2025.

Marla	Keethler, Mayor

PROCLAMATION 2025-XXX

A PROCLAMATION BY THE CITY OF WHITE SALMON, WASHINGTON DECLARING MARCH 2025 AS RED CROSS MONTH

WHEREAS, the American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world. Our Red Cross, Cascades Region and SW Washington Chapter, has a long history of helping our neighbors in need by delivering shelter, care and hope during disasters, making our community safer with preparedness programs and CPR and first aid training; providing lifesaving blood; and supporting military, veterans and their families; and

WHEREAS, last year, in the Cascades Region, more than 3,000 volunteers helped the families affected by over 650 home fires by addressing their urgent needs like food and lodging and providing recovery support. Meanwhile, when large disasters like the fall wildfires devasted our region, volunteers from our area and across the country provided 173,489 overnight stays, 387,590 meals and snacks, 9,955 relief items, emotional support, recovery planning and other assistance; and

WHEREAS, the Red Cross continues to carry out the organization's 140-year mission of preventing and alleviating suffering. During the trying times of the COVID-19 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give more than 148,500 units of blood in the Cascades Region when our country faced a severe blood shortage. This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

NOW, THEREFORE, I, Marla Keethler, Mayor of the City of White Salmon, hereby proclaim March 2025 to be

RED CROSS MONTH

in the City of White Salmon and encourage all its citizens to join in this observance.

Dated this 19 th day of February 2025.		
Marla Keethler, Mayor		

B. Department Head Reports

CODE COMPLIANCE

Meeting Date: March 5, 2025 Presented By: Jenne Patterson



Daily Operations / What's Happening:

Requests/Cases: Open 30, Closed 10

Requests involve initial concerns reported by members of the

community.

Cases can be requests that are converted to enforcement actions

or matters directly observed by Code Compliance.

Current concerns involve accessory structures, setbacks, alley use, dog leashing, short-term rentals, and unregistered livestock.

Current Project(s): Coordinating with BWSPD to address community dog leashing

concerns

Coordinating with the Public Works Department to evaluate city

alleys

Continued outreach efforts/plans using tools like the city website, utility bill newsletter, Voyent Alerts, subscriber emails, orange

door hangers, the city's electronic sign, and in-person

presentations in the community. Any additional suggestions would

be greatly appreciated!

Upcoming Project(s): Block-by-block site visits – please keep an eye out for the orange

door hangers notifying of site visits in your neighborhood.

Community Engagement: The City of White Salmon Code Compliance webpage is updated

regularly and can be viewed on the City's website,

www.whitesalmonwa.gov.

Community Update(s): Road conditions may require maintenance from snowplows and

sweeper trucks. The City of White Salmon asks residents to keep

personal items out of the public rights-of-way.

Code Compliance notices are often delivered via orange door

hangers, which include violation details, resolution steps,

reinspection timeline, and contact information.

Anyone residing in Washington State is required to hold a valid Washington State driver's license and have Washington State vehicle registration. Anyone who resides in WA and has an out-of-state driver's license and/or vehicle registration, take steps to update their registration accordingly. Thanks for your cooperation.

^{**}Gratitude – Expressing my sincere gratitude to Mayor Marla Keethler and Interim Administrator Paul Koch. Over the past weeks, Marla and Paul have thoughtfully guided our City Staff team through professionalism, positivity, and a collaborative spirit. Their leadership has helped foster a supportive, productive, and creative workplace. Thanks to you both!