



White Salmon City Council Meeting A G E N D A

May 20, 2026 – 6:00 PM
119 NE Church Ave and Zoom Teleconference
Zoom Meeting ID: [837 5209 7353](#)
Call In: 1 253 215 8782 US (Tacoma)

I. Call to Order

- A. Land Acknowledgement Statement
- B. Pledge of Allegiance

II. Roll Call

III. Additions or Corrections to the Agenda

IV. Public Comment

Any member of the public attending the meeting, either in person or via Zoom, will have an opportunity to provide general public comment. No registration is required, and each speaker will be allowed up to three minutes. Written comments may also be submitted by emailing them to erikac@whitesalmonwa.gov by Wednesday at 12:00 p.m. All submitted comments will be included in the Council packet and the official record.

V. Presentations

- A. Heritage Month Presentation
- B. City Highlights with the Mayor

VI. Consent Agenda

- [A.](#) Appointments to Committees — Confirmation of Mayor’s Appointments
- [B.](#) Approval of Meeting Minutes — April 15, 2026 (Regular)
- [C.](#) Approval of Meeting Minutes — April 29, 2026 (Special Meeting)
- [D.](#) Approval of Meeting Minutes - April 29, 2026 (Civic Slices)
- [E.](#) Change Order No. 2 — Tapani Inc. — Transmission Main Replacement Phase IIA
- [F.](#) Consultant Agreement with Anderson Perry & Associates, Inc. — Stauch & Snohomish Water Line Replacement Project
- [G.](#) Developer Agreement — Charters Short Plat Sewer Service (NE Spring Street)
- [H.](#) Pay App No. 4 — Tapani Inc — Transmission Main
- [I.](#) Pay App No. 11 — Ajax NW — N Main Spring Street
- [J.](#) Approval of Vouchers

VII. Reports and Communications

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

VIII. Executive Session (if needed)

IX. Adjournment



File Attachments for Item:

A. Appointments to Committees — Confirmation of Mayor's Appointments



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No

Meeting Date:

May 20, 2026

Agenda Item:

Appointments to Committees

Presented By:

Marla Keethler, Mayor

Action Required:

Confirm additional appointments to city committees

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to confirm the Mayor’s appointments to the Community Development and Wildfire and Emergency Preparedness Committee as presented.

Explanation of Issue:

In April 2026, Council adopted changes to WSMC Ch.2 regarding committee makeup, now allowing for resident appointments to the Community Development Committee. A recommendation for a resident appointment is now coming before council for consideration, as well as an additional appointment to the Wildfire & Emergency Preparedness Committee; that appointment is consistent with the membership categories and intent outlined in Resolution 2025-07-627.

Appointments:

The Mayor recommends confirmation of the following appointments

Community Development Committee:

- Tammara Toppel

Wildfire & Emergency Preparedness Committee:

- Michele Guerrero

Council Options:

City Council has the following options available at this time:

1. Confirm the recommended appointments.
2. Modify the proposed appointments.
3. Defer action and request additional information.
4. Other action as desired by council.

Fiscal Analysis:

There is no direct fiscal impact associated with confirming these appointments.

Recommendation of Staff/Committee:

It is recommended that City Council confirm the Mayor’s appointments to the Wildfire and Emergency Preparedness Committee as presented.

File Attachments for Item:

B. Approval of Meeting Minutes — April 15, 2026 (Regular)



Draft

**White Salmon City Council
MEETING MINUTES**

**April 15, 2026 – 6:00 PM
119 NE Church Ave and Zoom Teleconference**

Attendance:

Council Members:

- David Lindley
- Doug Rainbolt
- Morella Mora (Zoom)
- Ben Giant
- Patty Fink

Staff:

- Marla Keethler, Mayor
- Shawn MacPherson, City Attorney (Zoom)
- Erika Castro Guzman, City Clerk
- Jennifer Neil, Director of Finance and Operations
- Chris True, Director of Public Works
- Mike Hepner, Police Chief

- I. **Call to Order (6:00 p.m.)**
Mayor Marla Keethler called the meeting to order at 6:00 p.m. A total of 12 members of the public were in attendance, both in person and via teleconference.
 - A. **Land Acknowledgement (6:00 p.m.)**
The Land Acknowledgement was delivered.
 - B. **Presentation of the Flag (6:01 p.m.)**
The Presentation of the Flag was conducted.
- II. **Roll Call (6:02 p.m.)**
The meeting was called to order with five Council members present, constituting a quorum.
- III. **Additions or Corrections to the Agenda (6:03 p.m.)**
 - A. **Addition to the Agenda**

Moved by David Lindley. Seconded by Doug Rainbolt.
Motion to amend the agenda by adding Item F, Approval of the 2026 Water Rate Study with Anderson Perry & Associates.

Giant – Aye, Fink – Aye, Rainbolt – Aye, Mora – Aye, Lindley – Aye.
MOTION CARRIED 5-0
- IV. **Public Comment (6:04 p.m.)**
 - A. **Mark Zanmiller**, residing outside the City.
Mark Zanmiller of Dark Skies Gorge spoke in support of the International Dark Sky Week Proclamation. He discussed the impacts of light pollution on human health,

wildlife, and night-sky visibility, and described the group’s education and advocacy efforts, including work on lighting code updates and community outreach.

B. Kelly Mitchell, residing outside the City.

Kelly Mitchell addressed the Council regarding potential community participation in Project 250 and other patriotic celebrations related to the nation’s anniversary. He discussed a proposal through the local Freemasons organization to donate and plant a Liberty Tree descendant sapling in White Salmon and encouraged promotion of community events and patriotic activities.

C. Gabrielle Gilbert, residing outside the City.

Gabrielle Gilbert spoke regarding the importance of childcare and early learning services in the community. She described a recent visit and highlighted collaborative efforts among agencies, nonprofits, schools, and businesses to support childcare and preschool programs. Gilbert discussed the economic and educational impacts of inadequate childcare access and encouraged continued community investment, policy support, and regional collaboration to expand early childhood services.

D. Lynn Mason, residing inside the City.

Lynn Mason, Director of Rural Solutions, spoke regarding a recent visit to a rural childcare and early learning center at the Port of Morrow. She discussed the center’s collaborative funding model involving public agencies, schools, nonprofits, and private industry, and emphasized childcare as both a community need and economic development issue. Mason highlighted the importance of regional collaboration, holistic family support services, and sustainable funding partnerships to expand childcare access locally.

V. Presentation (6:25 p.m.)

A. Heritage Month Presentation (6:25 p.m.)

In recognition of Arab American Heritage Month, Council introduced a presentation and shared historical information regarding former Oregon Governor Victor Atiyeh, the nation’s first Arab American governor, noting his role in establishing the Columbia River Gorge National Scenic Area.

Council then viewed a brief video presentation highlighting the history, diversity, and longstanding contributions of Arab Americans in the United States. The video discussed cultural traditions, family values, food, arts, and professional contributions, while also addressing stereotypes, discrimination, and misunderstandings faced by Arab American communities. Emphasizing the importance of education, representation, inclusion, and recognition of the cultural and civic contributions of Arab Americans. Full video: [Why We Need Arab American Heritage Month](#)

B. City Highlights with the Mayor (6:32 p.m.)

Mayor Marla Keethler provided several community and project updates. Updates included the White Salmon Valley Metropolitan Park District pool project going out

to bid, the upcoming wildfire open house and Wildfire Ready Neighbors program, continued phased fuel break work, and regional meetings and training opportunities for Councilmembers.

Mayor Keethler also provided updates regarding the Bluff Trail project grant application, the Hood River-White Salmon Bridge Authority federal funding application, upcoming Washington State University capstone presentations, and a national rural resource partners convening to be held at Skamania Lodge.

Mayor Keethler also addressed ongoing community childcare discussions and reviewed past and current City efforts supporting childcare access and early learning services. These efforts included funding a childcare and community center feasibility study, updating zoning regulations to allow childcare uses outright in commercial zones, supporting countywide childcare funding opportunities, adding childcare to the county infrastructure project list, supporting relocation of the Youth Center, and providing childcare reimbursement for City committee and commission members. Mayor Keethler emphasized the importance of continued regional and multi-agency collaboration to address childcare needs in the community.

Additional updates were provided regarding ongoing infrastructure and construction projects, including traffic delays and closures associated with the City’s mainline and booster pump station projects.

VI. Consent Agenda (6:39 p.m.)

- A. **Approval of Meeting Minutes - March 18, 2026**
- B. **Approval of Meeting Minutes - April 1, 2026**
- C. **Approval of Pay App No. 3 - Tapani Inc - Transmission Main Replacement Phase IIA**
- D. **Approval of Pay App No. 10 - Ajax NW - N Main Spring Street Improvement**
- E. **Approval of the Mayor's Appointment to the Wildfire and Emergency**
- F. **Approval of 2026 Water Rate Study with Anderson Perry & Associates, Inc.**
- ~~G. **Resolution No. 2026-04-643 – Amending Public Records Policy and Procedure**~~
- H. **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 15th day of April 2026.

| Type | Date | Beginning Check | Ending Check | |
|---------|------------|-----------------|----------------------|-----------------------|
| Claims | 04/05/2026 | EFT | EFT | \$1,289.42 |
| | 04/10/2026 | EFT | EFT | \$7,920.00 |
| | 04/15/2026 | EFT | EFT | \$240.00 |
| | 04/15/2026 | 43393 | 43443 | 1,038,638.03 |
| | | | Claim Total | \$1,048,087.45 |
| Payroll | 04/06/2026 | 43391 | 43392 | \$46,699.47 |
| | 04/06/2026 | EFT | EFT | \$102,674.84 |
| | | | Payroll Total | \$149,374.31 |
| | | | Toal Vouchers | \$1,197,461.76 |

Councilor Doug Rainbolt requested that Item G, Resolution No. 2026-04-643 – Amending Public Records Policy and Procedure, be removed from the Consent Agenda and considered separately under Business Items for further discussion regarding the records production policy and process.

Moved by Ben Giant. Seconded by Patty Fink.

Motion to approve Consent Agenda, excluding Item G, and Vouchers for \$1,197,461.76.

Giant – Aye, Fink – Aye, Rainbolt – Aye, Mora – Aye, Lindley – Aye.

MOTION CARRIED 5-0

VII. Public Hearing (6:42 p.m.)

A. Ordinance 2026-04-1186 – Amending the 2026 Budget

1. Presentation (6:42 p.m.)

Mayor Marla Keethler opened the public hearing on Ordinance No. 2026-04-1186 – Amending the 2026 Budget, at 6:42 p.m.

Staff presented the first budget amendment of 2026, describing it as primarily technical in nature and focused on updates identified during the first quarter. The amendment included approximately \$259,000 in expenditures, \$128,000 in transfers, and approximately \$8.9 million in capital expenditures primarily related to water construction projects.

Staff explained that most of the amendment was supported by restricted or designated funding sources and had minimal impact on general purpose resources. Additional adjustments included year-end fund balance updates, departmental budget reallocations, operational cost adjustments, security camera funding, human resources meeting costs, and Republic Services cost increases.

Staff also reviewed alignment of the amendment with Council priorities, including housing-related infrastructure, playground equipment at Rheingarten Park, and wildfire preparedness investments. Staff reported that the City's operating funds remained above minimum fund balance requirements and that the amendment did not create structural financial risk.

2. Public Testimony (6:46 p.m.)

Mayor Marla Keethler opened the public testimony portion of the public hearing regarding Ordinance 2026-04-1186 at 6:46 p.m.

i. Gabrielle Gilbert, residing outside the City (6:48 p.m.)

Gabrielle Gilbert asked whether a greater portion of funding allocated toward housing infrastructure could instead be directed toward childcare investments. She discussed the relationship between development, infrastructure, and community childcare needs and encouraged consideration of childcare funding as part of broader community investment strategies.

Mayor Keethler closed the public testimony portion at 6:51 p.m.

3. Discussion (6:51 p.m.)

Mayor Marla Keethler opened discussion by inviting feedback on the first amendment to the City's 2026 budget.

Staff clarified that the approximately \$9 million referenced in the budget amendment related to the City's water mainline infrastructure project and associated Public Works Trust Fund loan financing, which is restricted to eligible infrastructure improvements and will be repaid over a 20-year period. Additional discussion clarified that the water infrastructure improvements support the community as a whole and are not tied to a specific development project.

Council discussed the budget amendment and asked questions regarding technical budget adjustments, year-end fund balance reconciliations, utility cost increases, REIT-funded playground equipment, and the pending audit reconciliation related to the Regional Fire Authority transfer. Staff explained that many of the adjustments reflected first-quarter reconciliation and noted that certain expenditures were supported by restricted funding sources and therefore budget neutral.

4. Action (6:56 p.m.)

Moved by Ben Giant. Seconded by David Lindley.

Motion to adopt Ordinance No. 2026-04-1186 amending the 2026 Budget.

No further discussion.

Giant – Aye, Fink – Aye, Rainbolt – Aye, Mora – Aye, Lindley – Aye.

MOTION CARRIED 5-0

VIII. Business Item (6:57 p.m.)

A. Resolution No. 2026-04-643 – Amending Public Records Policy and Procedure

1. Presentation (6:57 p.m.)

Mayor Marla Keethler introduced Business Item A (formerly Consent Agenda Item G), Resolution No. 2026-04-643, regarding amendments to the Public Records Policy and Procedure.

The most significant change is an increase to the per-minute fee for redacting and producing police body-camera video, a figure derived from a recent cost-of-service study. Other edits bring existing language into line with state guidance.

2. Discussion (6:57 p.m.)

Council agreed that the policy should mirror state law but voiced concern about privacy and liability when body-camera footage shows minors or other sensitive content. Council recommended having two or three staffers review such videos before release and revisiting the fee schedule to cover future costs like expert testimony in contested cases.

Staff replied that the \$0.84-per-minute charge comes from state guidelines and that demand is already heavy; with only two trained employees handling redaction, adding another review layer would strain resources.

Councilors also asked how often the city receives body-cam requests and confirmed that state RCWs allow either blurring or fully withholding exempt material, with staff favoring blurring to avoid perceived gaps.

3. Action (7:10 p.m.)

Moved by Ben Giant. Seconded by David Lindley.

Motion to approve Resolution 2026-04-643, updating the City's Public Records Policies and Procedures.

Further discussion

Council commended staff for managing the tension between transparency and accountability in public-records work.

Councilor Doug Rainbolt reiterated that he would vote against the resolution unless it explicitly required more than one reviewer for videos involving sensitive material, such as footage of juveniles.

Chief Hepner acknowledged the concern but noted that the police department already struggles with a high volume of requests and relies on just two trained employees for redaction; adding a second-review step for every release would overextend resources.

Giant – Aye, Fink – Aye, Rainbolt – Nay, Mora – Aye, Lindley – Aye.
MOTION CARRIED 4-1

IX. Reports and Communications (7:11 p.m.)

A. Proclamation 2026-003 – Declaring International Dark Sky Week 2026 (7:13 p.m.)

Mayor Marla Keethler called attention to the City's proclamation declaring International Dark Sky Week (April 13-20) 2026. This proclamation celebrates the natural night sky as a shared human heritage that inspires science, tourism, and

awe. It notes that light pollution wastes energy, harms ecosystems, and diminishes health and quality of life, while the Columbia River Gorge’s beauty depends in part on dark skies. The City urges individuals, businesses, and organizations to adopt simple practices that reduce light pollution and protect the stars for future generations.

B. Proclamation 2026-004 – Declaring National Telecommunications Week 2026 (7:11 p.m.)

Mayor Keethler also highlighted the City’s proclamation declaring National Public Safety Telecommunicators Week (April 12-18) 2026. The proclamation honors 9-1-1 dispatchers as the first, critical link between the public and emergency responders. It underscores their role in safeguarding citizens and supporting police, fire, and medical crews through accurate information, radio monitoring, and professional compassion. Residents are encouraged to recognize and thank these communications officers for keeping the community safe.

C. Department Head Reports (7:12 p.m.)

Council asked staff for clarification on how the rate study converts cost data into the proposed charge. They wanted to know whether the fee simply covers expenses or intentionally includes a margin to fund future needs. Staff replied that the consultant’s methodology aims for a figure “slightly above break-even” to account for unforeseen costs, not to generate profit.

City Attorney Shawn MacPherson reported attending a recent continuing-legal-education course on emergency declarations, particularly wildfire response, and announced plans to attend next week’s Washington State Association of Municipal Attorneys conference.

D. Council Member Reports (7:13 p.m.)

During Council Reports, members shared project updates and upcoming goals.

Councilor Morella Mora recapped a community presentation she had given on local immigration-enforcement issues. She highlighted the city’s proclamation, Chief Hepner’s outreach, and newly signed state laws on law-enforcement transparency, noting that many residents were unaware of these efforts but reacted positively, especially to the police department’s additional training.

Councilor Doug Rainbolt described work with the Operations Committee to draft a service development charge model focused on infrastructure. He is assembling preliminary cost pools and hopes to present a first-cut framework to Council soon.

Councilor David Lindley shared he attended his first Wildfire and Emergency Preparedness Committee meeting and was encouraged by city, county, and state level steps already under way to address the approaching drought and fire season.

Councilor Patty Fink outlined several Tree Board initiatives: organizing a cleanup at Gaddis Park (tree removal, trail closures, kiosk repairs, and volunteer coordination);

B.

City of White Salmon *Draft*

City Council Meeting Minutes – April 15, 2026

developing a Tree Walk brochure for May’s Wildflower Fest; and planning to plant a donated Liberty Tree for America’s 250th anniversary, with board members committing to watering during its establishment period. She praised Public Works Director Chris and crew for their positive work culture and asked about future placement of a “Peace Tree” seedling descended from a Hiroshima-survivor bonsai. Councilor Fink reported that work on the organics-waste study is advancing and that the consultant will conduct a community survey in May to vet the draft recommendations and collect public feedback.

X. Executive Session (None)

XI. Adjournment

The meeting was adjourned at 7:27 p.m.

Marla Keethler, Mayor

Erika Castro Guzman, City Clerk

File Attachments for Item:

C. Approval of Meeting Minutes — April 29, 2026 (Special Meeting)



Draft
White Salmon City Council
SPECIAL MEETING MINUTES

April 29, 2026 – 12:30 PM
119 NE Church Ave and Zoom Teleconference

Attendance:

Council Members:

David Lindley (Zoom)
Doug Rainbolt (Zoom)
Patty Fink

Staff:

Marla Keethler, Mayor (Zoom)
Shawn MacPherson, City Attorney (Zoom)
Erika Castro Guzman, City Clerk

I. Call to Order (12:33 p.m.)

Mayor Marla Keethler called the meeting to order at 12:33 p.m. No members of the public were in attendance.

II. Roll Call (12:33 p.m.)

The meeting was called to order with three Council members present, constituting a quorum.

III. Business Item (12:34 p.m.)

A. Approval of RCO Grant Application – Bluff Trail Project (WWRP Program)

1. Presentation (12:34 p.m.)

Mayor Keethler presented the proposed submission of a Recreation and Conservation Office (RCO) grant application for the Bluff Trail Project, specifically for development of the southern trailhead.

2. Discussion (12:35 p.m.)

Council discussed the proposed RCO grant application for the Bluff Trail Project, including use of approximately \$1 million in existing state funding as match. Questions were raised regarding inclusion of administrative costs, overall project cost estimates, and long-term maintenance obligations. Staff clarified the biennial nature of the grant cycle, the upcoming 2028 opportunity, and that the current request is to authorize submission only, with a future resolution required at the technical review stage.

3. Action (12:45 p.m.)

Moved by Patty Fink. Seconded by David Lindley.
Motion to approve submission of the RCO grant application as the first step in the process.

Further discussion

Council Members expressed concern regarding overall project cost and requested a more comprehensive Council review, including a potential

C.

City of White Salmon *Draft*

City Council Special Meeting Minutes – April 29, 2026

workshop. Staff acknowledged these concerns and clarified that the project is not a top City priority and that the application represents an opportunity to leverage existing funding within a limited grant cycle. Staff will return to Council with additional information on project scope, phasing, and costs.

**Rainbolt – Aye, Fink – Aye, Lindley – Aye.
MOTION CARRIED 3-0**

VIII. Adjournment

The meeting was adjourned at 12:52 p.m.

Marla Keethler, Mayor

Erika Castro Guzman, City Clerk

File Attachments for Item:

D. Approval of Meeting Minutes - April 29, 2026 (Civic Slices)



Draft

**White Salmon City Council
MEETING MINUTES**

**April 29, 2026 – 5:30 PM
119 NE Church Ave (Fire Hall), In-Person Only**

Attendance:

Council Members:

David Lindley
Patty Fink
Doug Rainbolt

Staff:

Marla Keethler, Mayor
Erika Castro Guzman, City Clerk
Chris True, Director of Public Works

I. Call to Order

The gathering began at approximately 5:30 p.m. with City Council members present attending the *Civic Slices: Infrastructure* event.

II. Purpose of Meeting

A quorum of the City Council attended Civic Slices: Infrastructure, the City’s educational series on how the City maintains essential infrastructure, including water systems and streets.

This gathering is solely for educational and networking purposes. No City business was deliberated or acted upon, and no public comment was taken.

III. Agenda Summary / Event Activities

A. 5:30 p.m. – Check-in opens; optional food and drink

Attendees arrive and could network informally while enjoying pizza and light refreshments.

B. 5:50 p.m. – Introduction to City Infrastructure

Overview of the City’s infrastructure systems, including water, streets, and maintenance operations, with an emphasis on how services are delivered and sustained.

C. 6:20 p.m. – Roundtable and discussion

Informal group discussion allowing participants to share insights, ask questions, and engage in general conversation about infrastructure topics.

VII. Adjournment

Attendance concluded with the adjournment of the event at approximately 7:00 p.m.

Marla Keethler, Mayor

Erika Castro Guzman, City Clerk

File Attachments for Item:

E. Change Order No. 2 — Tapani Inc. — Transmission Main Replacement Phase IIA



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

May 20, 2026

Agenda Item:

Change Order No. 2- Transmission Main Replacement Phase IIA with Tapani Inc.

Presented By:

Chris True, Public Works Director

Action Required:

Approval of Change Order No. 2 Transmission Main Replacement Phase IIA not to exceed \$15,937.52.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Change Order No. 2 Transmission Main Replacement Phase IIA with Tapani Inc. not to exceed \$15,937.52.

Explanation of Issue:

This change order is to address the following item:

1. Prior to bidding the project, the City pre-purchased approximately 6,720 lineal feet of 20-inch ductile iron pipe and restrained gaskets required for installation within the WSDOT right of way to avoid extended material lead times and ensure the project could proceed once awarded. During installation, an additional 16 restrained gaskets were required to complete installation of the City-procured pipe materials.
2. The contractor obtained the additional restrained gaskets necessary to complete the work. Labor and equipment associated with installation are covered under the original contract items. This change order covers material costs only, including contractor overhead, profit, and applicable sales tax. No change in contract time is associated with this change order.

Council Options:

City Council has the following options available currently:

1. Accept the Staff Recommendation and approve the change order.
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:

This project is funded through the Public Works Board (PWB). The total change order amount is \$15,937.52 increasing the total contract amount from \$5,403,672.00 to \$5,419,609.52.

Recommendation of Staff/Committee:

Staff recommends approval of Change Order No. 2 Transmission Main Replacement Phase IIA with Tapani Inc. not to exceed \$15,937.52.

Follow Up Action:

Upon Council approval, staff will process Change Order No. 2 in accordance with the project contract.

CHANGE ORDER

Change Order No.: 2

Date of Issuance: May 8, 2026
Owner: City of White Salmon, Washington
Contractor: Tapani, Inc.
Engineer: Anderson Perry & Associates, Inc.
Project: Transmission Main Replacement Phase IIA

The Contract is modified as follows upon execution of this Change Order:

Table with 3 columns: Description of Changes, DECREASE in Contract Price, INCREASE in Contract Price. Includes rows for Subtotal, Total Increase Less Decrease, Sales Tax, and Net Change in Contract Price.

JUSTIFICATION:

2-1 Prior to the bid date of the project, the City pre-purchased 6,720 lineal feet of 20-inch ductile iron pipe and 305 restrained gaskets to avoid long lead times for material availability and ensure the project was ready to begin once the contract was awarded. To complete installation of the pre-purchase pipe, an additional 16 restrained gaskets were required. The invoiced amount for the restrained gaskets was \$12,879.84 (attached). The work associated with installation, including labor and equipment, is covered under the pipe installation bid item. The cost of this Change Order is for additional materials only, including a 15% Contractor fee for overhead and profit and sales tax, for a total of \$15,937.52. No additional working days are added to the Contract Time for the Work.

Summary table showing contract price adjustments: The amount of the Contract will be Increased for this Change Order by the sum of \$15,937.52. Total Contract Price prior to this Change Order: \$5,403,672.00. The Contract Price incorporating this Change Order: \$5,419,609.52. Contract Times prior to this Change Order: Date of Substantial Completion: 11/16/2026, Date Ready for Final Payment: 12/16/2026. The Contract period provided for Substantial Completion will be (Increased) (Decreased) (Unchanged). Revised Date of Substantial Completion: N/A, Revised Date Ready for Final Payment: N/A.

RECOMMENDED:

ACCEPTED:

By: Jay Peninger (Digitally signed by Jay Peninger, Date: 2026.05.13 09:04:15-07'00')
Engineer (if required)

By: _____
Owner (Authorized Signature)

Name: Jay Peninger
Title: Project Manager
Date: 5/13/2026

Name: _____
Title: _____
Date: _____

ACCEPTED:

Approved by Agency (if applicable)

By: Randy Odhiambo (Digitally signed by Randy Odhiambo, Date: 2026.05.13 13:12:30-07'00')
Contractor (Authorized Signature)

By: _____

Name: Randy Odhiambo
Title: Project Manager
Date: 5/12/2026

Name: _____
Title: _____
Date: _____



SALEM, OR WW #1615
 3650 KASHMIR WAY SOUTHEAST
 SALEM, OR 97317-0000

Phone: 503-362-2436

| | |
|--------------------|-----------------------------------------------------|
| Deliver To: | |
| From: | Derek Fitzpatrick derek.fitzpatrick@ferguson.com |
| Comments: | |

12:49:41 APR 30 2026

Page 1 of 1

FERGUSON WATERWORKS #3011

Price Quotation

Phone: 503-362-2436

Bid No: B511271
Bid Date: 04/30/26
Quoted By: DRF

Cust Phone: 360-687-1148
Terms: NET 10TH PROX

Customer: TAPANI INC
 UNDERGROUND
 PO BOX 1900
 BATTLE GROUND, WA 98604-1900

Ship To: TAPANI INC
 UNDERGROUND
 PO BOX 1900
 BATTLE GROUND, WA 98604-1900

Cust PO#:

Job Name:

| Item | Description | Quantity | Net Price | UM | Total |
|-------------------|----------------------------|----------|-----------|----|------------|
| AAFGRGSKT20 | 20 AMARILLO FAST GRIP GSKT | 16 | 804.990 | EA | 12879.84 |
| Net Total: | | | | | \$12879.84 |
| Tax: | | | | | \$0.00 |
| Freight: | | | | | \$0.00 |
| Total: | | | | | \$12879.84 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

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.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

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File Attachments for Item:

F. Consultant Agreement with Anderson Perry & Associates, Inc. — Stauch & Snohomish Water Line Replacement Project



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes

Meeting Date:

May 20, 2026

Agenda Item:

Consultant Agreement – Stauch & Snohomish Water Line Replacement

Presented By:

Chris True, Public Works Director

Action Required:

Approval of a professional services agreement with Anderson Perry & Associates, Inc. for design and construction engineering services for the Stauch & Snohomish Water Line Replacement project.

Motion for Business Item / Proposed Motion for Consent Agenda:

I move to approve the Consultant Agreement with Anderson Perry & Associates, Inc. for the Stauch & Snohomish Water Line Replacement project, in an amount not to exceed \$38,000 plus reimbursable expenses, and authorize the Mayor to execute the agreement.

Background of Issue:

The City of White Salmon continues to replace aging water infrastructure to improve reliability, fire flow capacity, and long-term system performance. The Stauch & Snohomish Water Line Replacement project will replace a portion of the existing 2-inch galvanized and 1-inch water lines in N.E. Stauch Avenue and N.E. Snohomish Avenue from N.E. Cherry Street to N.E. Green Street. The project includes approximately 800 linear feet of new 8-inch water main, valves, fire hydrants, service lines, meter setters, surface restoration, and related appurtenances. This project is funded through Klickitat County .09 funding for infrastructure improvements at Stauch Avenue and Snohomish Place.

Explanation of Issue:

The proposed consultant agreement provides professional engineering services for both design engineering and construction engineering associated with the Stauch & Snohomish Water Line Replacement project.

The scope of work includes:

- Preparation of 50%, 90%, and final design drawings
- Utility coordination and project support
- Cost estimating and bid support

- Construction engineering support, project closeout services, and record drawings

The agreement is structured as a time-and-materials contract with estimated costs based on anticipated scope and construction duration. Anderson Perry & Associates has provided engineering services for numerous City infrastructure projects and is familiar with the City's water system and project requirements, allowing for continuity and efficiency

Council Options:

City Council has the following options available currently:

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:

The agreement includes the following estimated costs:

- **Task 1 – Design Engineering:** \$27,000
- **Task 2 – Construction Engineering:** \$11,000

Total Estimated Contract Amount: \$38,000, plus reimbursable expenses

These costs are consistent with the approved .09 funding allocation provided through Klickitat County for the Stauch Avenue and Snohomish Place waterline infrastructure improvements. Construction engineering costs are based on an assumed construction duration of approximately two months; additional services would require amendment if necessary.

Recommendation of Staff/Committee:

Staff recommends approval of the consultant agreement with Anderson Perry & Associates, Inc. as presented.

Follow Up Action:

Upon Council approval, the Mayor will execute the agreement and Public Works will proceed with project design, utility coordination, and project development in preparation for bidding and construction.



PROJECT: CITY OF WHITE SALMON, WASHINGTON -
STAUCH AND SNOHOMISH WATER LINE REPLACEMENT

PROJECT NO.: 250-42

This Agreement is made this 13th day of May 2026, by and between the **City of White Salmon, Washington**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Consultant.

The Owner intends to replace a portion of the existing 2-inch diameter galvanized water line in N.E. Stauch Avenue and N.E. Snohomish Avenue from N.E. Cherry Street to N.E. Green Street.

WITNESSETH:

In consideration of the mutual covenants and promises between the Owner and Consultant hereto, it is hereby agreed:

SECTION A - SCOPE OF SERVICES

The Consultant will provide the Owner with the services outlined in the attached Exhibit A, Scope of Work, dated May 13, 2026. Services not expressly defined therein are excluded.

SECTION B - COMPENSATION FOR SERVICES

1. The Owner will pay the Consultant for Task 1 "Design Engineering," as described in Exhibit A, Scope of Work, an estimated amount of \$27,000 on a time and materials basis plus direct reimbursable expenses
2. The Owner will pay the Consultant for Task 2 "Construction Engineering," as described in Exhibit A, Scope of Work, an estimated amount of \$11,000 on a time and materials basis plus direct reimbursable expenses.
3. The time and materials fees referred to above will be in accordance with the attached Hourly Fee Schedule (HFS), plus direct reimbursable expenses. The HFS may be adjusted by the Consultant at the beginning of each year.
4. Direct reimbursable expenses will include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, outside consultants, tests and services of special consultants, etc. Direct reimbursable expenses will include an additional fee in accordance with the HFS to cover handling, overhead, insurance costs, etc.
5. The Owner agrees to pay the Consultant for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Consultant for time and materials work for the actual services provided. The Consultant will render to the Owner an

invoice on a monthly basis, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Consultant.

6. Past due amounts owed will include a service fee charge of 12 percent annual interest beginning the 30th day after the date receiving an invoice.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner will be responsible for all requirements and instructions it furnishes to the Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Owner to the Consultant pursuant to this Agreement. The Consultant may use and rely on such requirements, instructions, programs, reports, data, and information in performing or furnishing services under this Agreement.
2. The Owner will give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Consultant's services, or any defect or nonconformance in the Consultant's services or in the work of any contractor.
3. The Owner will arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
4. The Owner will provide, as may be required for the project:
 - a. Accounting, bond and financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires.
5. The Owner will obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the project, and such reviews, approvals, and consents from others as may be necessary for completion of the project.
6. The Owner will pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities.
7. The Owner will advise the Consultant in a timely manner of the identity and SOW of any independent consultants employed by the Owner to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
8. The Owner will inform the Consultant in writing of any specific requirements of safety or security programs applicable to the Consultant as a visitor to the site.

9. The Owner will examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate (or the Consultant requests) with respect to such examination) and render timely decisions pertaining thereto.

SECTION D - GENERAL PROVISIONS

1. Standard of Care

- a. The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Unless expressly stated herein, all services will be performed according to current code and conditions, not future ones. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the Consultant. The Owner and Consultant, recognizing the risks to the Consultant relative to the reward, intend and agree to limit the Consultant's scope of services to what is covered by professional liability insurance, notwithstanding anything else in this Agreement or any other agreement (including any construction contract to the contrary). The Consultant and Owner agree that this Agreement will be construed and interpreted so as to give effect to that intent regardless of specific language used.
- b. Subject to the standard of care set forth above, the Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

2. Opinions of Cost

- a. The Consultant's opinions of probable construction cost, if any, are to be made on the basis of the Consultant's experience, qualifications, and general familiarity with the construction industry as a design professional, not as contractor or professional cost estimator. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractors' methods of determining prices; or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant. If the Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

3. Use of Documents

- a. Original documents, except those furnished to the Consultant by the Owner, are instruments of service and Consultant will retain all ownership and property interest

therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the project is completed.

- b. The Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the project. The Consultant grants the Owner a limited license to use the documents for construction and maintenance of the project, subject to receipt by the Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by the Consultant, or for use or reuse by the Owner or others on extensions of the project, on any other project, or for any other use on purpose, without written permission from the Consultant; (2) any such use or reuse, or any modification of the documents, without written permission from the Consultant, as appropriate for the specific purpose intended, will be at the Owner’s sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants, and the Owner agrees, by using the instruments of services without the Consultant’s retention and involvement, to release the Consultant from any and all claims (regardless of theory of liability) arising therefrom; (3) to the fullest extent permitted by law, and except to the extent caused by the Consultant’s negligence, the Owner will indemnify and hold harmless the Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by the Consultant; and (4) such limited license to the Owner will not create any rights in third parties.
- c. All documents prepared under this contract are subject to the public records laws of the state of Washington (RCW 42.56), with which the Consultant reasonably agrees to comply.

4. Insurance

- a. The Consultant will procure and maintain insurance as set forth below. The Consultant will cause the Owner to be listed as an additional insured on any applicable general liability insurance policy carried by the Consultant.

| | |
|------------------------|-----------|
| Workers’ Compensation: | Statutory |
|------------------------|-----------|

Employer’s Liability:

- | | |
|---------------------------------------------|-----------|
| 1) Bodily Injury, Each Accident: | \$500,000 |
| 2) Bodily Injury by Disease, Each Employee: | \$500,000 |
| 3) Bodily Injury/Disease, Aggregate: | \$500,000 |

General Liability:

- | | |
|---------------------------------------------------------|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |

Excess or Umbrella Liability:

- 1) Per Occurrence: \$10,000,000
- 2) General Aggregate: \$10,000,000

Automobile Liability:

- 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000

Professional Liability:

- 1) Each Claim Made: \$2,000,000
- 2) Annual Aggregate: \$5,000,000

b. The Owner will procure and maintain insurance as set forth below. The Owner will cause the Consultant and its subconsultants to be listed as additional insureds on any general liability policies carried by the Owner and/or the contractor hired by the Owner for the project, on a primary and non-contributory basis.

Workers' Compensation: Statutory

Employer's Liability:

- 1) Bodily Injury, Each Accident: \$500,000
- 2) Bodily Injury by Disease, Each Employee: \$500,000
- 3) Bodily Injury/Disease, Aggregate: \$500,000

General Liability:

- 1) General Aggregate: \$2,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

Excess Umbrella Liability:

- 1) Per Occurrence: \$5,000,000
- 2) General Aggregate: \$5,000,000

Automobile Liability:

- 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000

c. The Owner and Consultant will each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates will be furnished prior to commencement of the Consultant's services and at renewals thereafter during the life of the Agreement.

d. All policies of insurance will contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten days' prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party will promptly forward a copy of the notice to the other party to this Agreement.

- e. At any time, the Owner may request that the Consultant or its subconsultants, at the Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified above. If so requested by the Owner, and if commercially available, the Consultant will obtain and will require its subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Owner, and this section of the Agreement will be supplemented to incorporate these requirements.

5. Suspension and Termination

a. Suspension

- i. By Owner. The Owner may suspend the project for up to 90 days upon seven days' written notice to the Consultant.
- ii. By Consultant. The Consultant may, after giving seven days' written notice to the Owner, suspend services under this Agreement if the Owner has failed to pay the Consultant for invoiced services and expenses within 30 days after receipt of the Consultant's invoice.

b. Termination

- i. Either party may terminate this Agreement for cause for any of the following reasons:
 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 2. Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
 3. Suspension of the project of the Consultant's services by the Owner for more than 90 calendar days, consecutive or in the aggregate;
 4. Material changes in the conditions under which this Agreement was entered into, the SOW or the nature of the project, and the failure of the Owner and Consultant to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- ii. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 20 days of receipt thereof, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 20-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 40 days after the date of receipt of the notice.

- c. Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow the Consultant to demobilize personnel from the site, to complete tasks whose value

would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

- d. Payment Upon Termination. In the event of any termination, the Consultant will be entitled to invoice the Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6. Controlling Law

- a. Unless otherwise specified within this Agreement, this Agreement will be governed by the laws of Washington without reference to any choice of law principles.

7. Successors, Assigns, and Beneficiaries

- a. The Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of the Owner and Consultant (and to the extent permitted in the subsequent paragraph the assigns of the Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Neither the Owner nor the Consultant may assign, sublet, or transfer any rights under, rights arising under, or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. There are no third-party beneficiaries of this Agreement between the Owner and the Consultant, and no third party will be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.
- c. Unless expressly provided otherwise in this Agreement, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by the Owner or the Consultant to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. In addition, all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and Consultant and not for the benefit of any other party.

8. Dispute Resolution

- a. The Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the subsequent paragraph.
- b. Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution through arbitration. Notwithstanding the foregoing, the Consultant may

proceed with applicable law to preserve any lien rights. However, before the Owner may commence litigation against the Consultant based on professional negligence or failure to perform in accordance with this Agreement, the Owner will furnish the Consultant with a report written by, and bearing the professional seal of, a design professional (or professionals) licensed to practice in the state of the project and who has recent experience with projects similar to the project. The report must describe in detail each respect in which the Consultant, in the opinion of the author, performed negligently or breached this Agreement. Only those items described in the report may be the subject of any claim by the Owner against the Consultant. The report must be furnished to the Consultant at least 30 days before the mediation called for in this Agreement is convened, and its author must, if requested by the Consultant, meet with the Consultant during the mediation to discuss the report. If, in any litigation, the Owner asserts any claim against the Consultant without having complied with this provision, the litigation will, upon motion of the Consultant, be dismissed.

9. Indemnification, Limit of Liability, Waivers

- a. To the fullest extent permitted by law, the Owner and Consultant will indemnify and hold the other harmless, and their officers, directors, and employees, from damages to the extent that such damages are caused by the indemnifying party's negligent act or omission. In the event damages are caused by the joint or concurrent negligence of the Owner and Consultant, they will be borne by each party in proportion to its negligence. Notwithstanding anything else herein to the contrary, the Consultant will have no upfront duty to defend the Owner.
- b. The Owner agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that it may recover against the Consultant (together with its owners, principals, employees, and subconsultants) on any claims, complaints, or causes of action arising under or related to this Agreement and/or the project to the lesser of the following: (1) the amount of compensation actually paid to the Consultant for services performed pursuant to this Agreement; or (2) the amount of proceeds available, at the time the damages and/or costs are paid, under the Consultant's insurance policy or policies applicable to the claim being made by the Owner. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability.
- c. Notwithstanding anything else to the contrary in this Agreement, the Owner releases the individuals associated with the Consultant (directors, owners, and employees of the Consultant or its subconsultants) ("Consultant Personnel") from any and all claims (including any future claims that have not yet come into existence) against Consultant Personnel as individuals related to their provision of professional services. The Owner acknowledges and agrees that, for any claim involving professional services provided by any Consultant Personnel, the Owner may look only to the Consultant as an entity to recover any damages. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability. The Owner acknowledges that the

pricing of the Consultant's services within this Agreement is predicated upon this clause and that any contract without this clause would require additional negotiation and compensation.

- d. To the fullest extent permitted by laws, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of the Owner, Consultant, and all other negligent entities and individuals, whether immune from suit or not.
- e. To the fullest extent permitted by laws and regulations, the Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes.

10. Records Retention

- a. The Consultant will maintain on file in legible form, for a period of ten years following completion or termination of its services, all documents, records (including cost records), and design calculations related to the Consultant's services or pertinent to the Consultant's performance under this Agreement. Upon the Owner's request, the Consultant will provide a copy of any such item to the Owner at cost.

11. Miscellaneous Provisions

- a. This Agreement represents the entire and integrated agreement between the Owner and the Consultant for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
- b. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in the Agreement.
- c. In the event any provisions of this Agreement will be held to be invalid and unenforceable, the remaining provisions will be valid and binding upon the Owner and Consultant. One or more waivers by either party of any provisions, term, condition, or covenant will not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- d. Neither party will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- e. In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, including without limitation any action to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the non-prevailing party

all reasonable attorneys' fees, expert witness fees, court costs, and other expenses incurred in connection with such dispute, claim, or action, whether incurred before suit, at trial, on appeal, or in any bankruptcy or alternative dispute resolution proceeding.

- f. The Consultant will comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant will comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant will comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
- g. The Consultant will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the project site. If hazardous materials are present, the Owner will be responsible to remove them from the project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The presence or discovery of any hazardous or toxic substance on the site will be cause for extension of the schedule of the Consultant's services and equitable adjustment of fees for the Consultant as mutually agreed by the Owner and Consultant.

This Agreement is executed the day and year written at the beginning of this Agreement.

| | |
|-----------------------------------------|----------------------------------------------|
| Owner: | Consultant: |
| City of White Salmon, Washington | Anderson Perry & Associates, Inc. |
| By _____ | By <u>Adam Schmidt</u> |
| Type Name _____ | Type Name <u>Adam Schmidtgall, P.E.</u> |
| Title _____ | Title <u>Vice President</u> |

**EXHIBIT A
SCOPE OF WORK
CITY OF WHITE SALMON, WASHINGTON - STAUCH AND SNOHOMISH WATER LINE
REPLACEMENT
MAY 13, 2026**

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Consultant) for the Stauch and Snohomish Water Line Replacement project for the City of White Salmon, Washington (Owner). The Owner intends to replace a portion of the existing 2-inch diameter galvanized water line in N.E. Stauch Avenue and N.E. Snohomish Avenue from N.E. Cherry Street to N.E. Green Street. The project components include approximately 800 linear feet of 8-inch diameter water line, valves, fire hydrants, service lines, meter setters, and other water system appurtenances; surface restoration; and other miscellaneous work.

Upon approval by the Owner for the Consultant to proceed, the Consultant will provide services for the project tasks included herein.

Project Management and Coordination

The Consultant will provide project management and coordination of all tasks included in this SOW as described below.

1. Prepare for and hold a pre-project coordination meeting with the Owner to review the project and discuss critical project issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

TASK 1 - DESIGN ENGINEERING

1. Prepare preliminary design consisting of 50 percent, 90 percent, and final design Drawings; a draft opinion of probable construction cost based on the 90 percent Documents; and written descriptions of the project for the Owner's use in preparing the Contract Documents and Specifications.
2. Complete a base map utilizing existing utility and parcel records of the work area provided by the Owner. The records will include existing utilities (located by others), fire hydrants, water meters, valves, manholes, etc. The Consultant will research and identify existing utilities in the project area that may be affected. The Owner will contact the utility companies, request verification of location data, and update utility information in the base map if necessary. The Consultant will work with the Owner and utility providers to coordinate any required franchise utility installation or relocations in advance of the project and will document all utility coordination efforts. Utility coordination efforts will be supplemented with ground-penetrating radar data throughout the project area.

3. Visit the site as needed to prepare the design Drawings.
4. Attend design review meetings with the Owner of the 90 percent complete stage.
5. Make adjustments as needed to the preliminary opinion of probable construction cost and probable total project cost based on the final Drawings.
6. Prepare and submit the project letter, construction documents, and Construction Completion Report to the Washington State Department of Health as listed in the Drinking Water State Revolving Fund agreement scope of work.

Deliverables

- Design review meeting minutes
- 50 percent, 90 percent draft, and final design Drawings
- Opinion of probable construction cost estimate

Assumptions

- A geotechnical investigation will not be required.
- The Owner's existing utility base maps will be utilized in lieu of physical survey of the project area.
- Use of ground-penetrating radar data will only occur if it can be coordinated with efforts for other projects.
- Utility relocations or storm sewer drainage piping improvements are not anticipated to be included in the project design.
- The Owner will prepare Bidding and Contract Documents for the project in accordance with their standard documents.
- The Owner will generate Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents) and a draft Agreement, Contract Forms, Conditions of the Contract, Specifications, and the Consultant provided Drawings (hereinafter referred to as Contract Documents) for the proposed improvements.
- The Owner will pay all required plan review and permit fees.
- Unrestricted access to the project area is available to complete the work.
- The Owner will secure the necessary land easements, rights-of-way, and construction permits. The Consultant can assist the Owner with these tasks, if requested, as outlined under "Additional Services."

The Design Engineering services will be considered complete when the final Drawings are approved by the Owner and other authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Consultant will perform the following tasks:

1. Assist the Owner in advertising and obtaining bids for the work and maintaining a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Consultant

- will attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Assist the Owner in preparation and issuance of addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
 3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
 4. Attend the bid opening, prepare a bid tabulation, assist the Owner in evaluating bids, and assist in assembling and awarding the contract for the work.
 5. After award of the construction contract by the Owner, meet with the Contractor and Owner in a pre-construction conference to discuss project schedules, procedures, etc.
 6. Assist the Owner in review of and to take other appropriate action with respect to Shop Drawings, samples, and other data the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, procedures of construction, or safety precautions and programs incident thereto.
 7. Provide construction surveys and staking files, if any as noted in the Contract Documents, to enable the Contractor to perform its work.
 8. Assist the Owner in reviewing schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
 9. The Consultant will not be responsible for observations of the Contractor's Work or acceptance or approval of the Work. The Consultant will not review in-progress work or supervise, direct, or have control over the Contractor's work, nor will the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
 10. Consultant will not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by Consultant or its consultants.
 11. Consultant's services do not include providing legal advice or representation.
 12. Bidding and Contract Documents prepared by the Owner may include standard provisions for insurance coverages to be provided to the Owner by the Contractor. Since the Consultant is not qualified to advise on insurance matters, the Owner agrees to review those provisions prior to the bidding process with its insurance advisor and the Owner will make required changes, if any, to those provisions.

13. The Owner will keep the Consultant informed concerning progress of the work. The Consultant will attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project, upon request by the Owner. All of the Owner's instructions to the Contractor, if any, will be relayed to the Consultant.
14. The Consultant will assist the Owner with necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Owner will be responsible to issue Field Orders authorizing minor variations from the requirements of the Contract Documents and inform the Consultant of such Field Orders.
15. The Consultant will assist the Owner with preparation of Change Orders and Work Change Directives for the Owner's approval necessary for the proper completion of the work by the Contractor.
16. The Owner will review the Contractor's requests for progress payments and based on on-site observations by the Owner, the amounts the Contractor should be paid are the sole responsibility of the Owner.
17. The Consultant will prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the Owner's observations. These Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
18. Following notice from the Contractor that the entire work is ready for its intended use, at the request of the Owner the Consultant will, conduct, along with the Owner, appropriate outside agencies, and the Contractor, a visit to the project site to determine if the work is substantially complete. If, after considering any objections from the Owner, the Consultant considers the work substantially complete, the Consultant will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
19. At the request of the Owner, the Consultant, in company with the Owner's representatives and appropriate outside agencies, will conduct a final visit to the project site to determine if the completed work of the Contractor is acceptable so the Consultant may recommend, in writing, final payment to the Contractor.

Deliverables

- Record Drawings
- Project closeout documentation

Assumptions

- The Owner will be responsible for retaining the services of a qualified licensed construction contractor to complete the work.
- The Owner will attend the pre-bid conference, bid opening, pre-construction conferences, construction progress, warranty walkthrough, and other project-related meetings and will take timely and appropriate action with respect to Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.

- The Owner will provide general observation of the work of the Contractor as construction progresses. The Owner will provide full-time or part-time on-site observation as appropriate. These observations are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work. The Owner will keep the Consultant informed as to any known deviations from the general intent of the Contract Documents or agreements made at the pre-construction conference.
- The Consultant will not provide construction observation as part of this SOW.
- The Owner will provide As-Built Drawings to the Consultant for generation of the Record Drawings.
- Unrestricted access to the project area is available to complete the work.
- The estimated fee for “Construction Engineering” in the Agreement is included for budgeting purposes only and is based on an assumed construction time of approximately two months.
- The Owner can require either a reduced or increased level of construction review or general engineering review at any time in coordination with the Consultant. In the event an increased level is required, an agreement will be reached between the Consultant and Owner as to whether additional amounts in excess of the fee estimate provided in this section will be required.
- Should the construction period be increased beyond the time frame mentioned above for any cause, or should the Contractor’s performance require an extraordinary amount of review and coordination, etc., the Consultant will be entitled to additional compensation. An increase in construction time may be due to construction time extensions granted by the Owner, failure of the Contractor to complete the work within the allowable construction time, poor quality performance of the Contractor, unusual weather, etc. It is agreed that the Consultant has no control over the actual time required to complete the work, the Contractor’s schedule, the quality of the Contractor’s performance, unusual weather conditions, etc. All of these conditions could increase the amount of “Construction Engineering” required to properly complete the work. It is agreed that the Owner and the Consultant will negotiate a reasonable compensation for these additional services should additional “Construction Engineering” be required.

The Construction Engineering services will be considered complete when the project is accepted by the Owner and when Record Drawings have been provided to the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Consultant when requested by the Owner in writing. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Agreement.

1. If requested by the Owner, the Consultant may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner will pay all fees associated with any permits and applications, if such fees are required. The Consultant will not be responsible for such fees.

2. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
3. Redesign work when requested to do so by the Owner. Such work will include changes in the design that are beyond the control of the Consultant and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.
5. Provide additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, evaluating audit data, and other support as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.
6. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
7. Perform additional soil tests and borings as required to evaluate subsurface soil conditions.
8. Provide post-construction engineering services as required. These services could include, but are not limited to, the following:
 - Providing assistance to the Owner in connection with the refining and adjusting of any project equipment or system; in training the Owner's staff to operate and maintain the project, equipment, and system; and in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the project.
 - Together with the Owner, visiting the project to observe any apparent defects in the completed work, assisting the Owner in consultations and discussions with the Contractor concerning correction of such defects, and making recommendations as to replacement or correction of defective work.
 - In company with the Owner, performing a warranty site visit for the project in the eleventh month following Substantial Completion to ascertain whether items of construction are subject to correction

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File Attachments for Item:

G. Developer Agreement — Charters Short Plat Sewer Service (NE Spring Street)



CITY COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

May 20, 2026

Agenda Item:

Developer Agreement for Dan and Veda Charters

Presented By:

Rowan Fairfield

Action Required

Review and approve the Developer Agreement.

Motion for Business Item / Proposed Motion for Consent Agenda

Move that Council approve the Developer Agreement between the City and the Charters.

Explanation of Issue

Daniel and Veda Charters own property at the eastern end of NE Spring Street. They applied in 2021 for a short plat (planning file WS-SP-2021-002), and were approved in May 2023 to divide the property into 3 lots. The staff report included several conditions of approval relating to the extension of a public sewer main on NE Spring Street. This extension of the public sewer main proved to be infeasible for the Charters to accomplish.

Additionally, upon review it appears the Charters relied upon other statements provided by a previous City Administrator which permitted them to install a private sewer line in the public right-of-way, instead of a public main extension. However, after the private sewer line was installed, Public Works staff could not approve its actual use. Private lines in the public right-of-way are generally not allowed. The Charters tried to find an alternative, including seeking an easement through the neighbor's property, but were not successful.

The City endeavored to work with the Charters but because Lot 2 of the short plat has no access to public sewer and is too small to be approved for a septic system alternative, Lot 2 has been effectively prevented from developing. In Washington state, property owners retain strong constitutional protections against regulations that deny all reasonable economic use of residentially zoned land, creating an obligation for local governments to avoid rendering otherwise lawful residential lots effectively unusable.

This developer agreement provides a fair resolution to this long-standing issue. It has been drafted by City Attorney Shawn MacPherson, with input from Public Works Director Chris True, City Planner Rowan Fairfield, and Mayor Marla Keethler, as well as the Charters and their attorney Justin Veigh. In summary, it allows the temporary and revocable use of the existing, unused private sewer line, enables limited development of Lot 2 until such a time as a public sewer main becomes available, and allows the Charters to apply for a short plat alteration to revise the relevant conditions of approval. The Agreement provides for a release granted to the City for any claims associated with these matters as well as a waiver of any application fees related with the short plat alteration which is a reasonable accommodation given the totality of the circumstances.

City Council Options:

1. Adopt the Staff Recommendation to approve the Developer Agreement.
2. Take no action on this request.
3. Other action that may be desired by the Council.

Fiscal Analysis:

Application fees for a short plat alteration are waived. There are no other direct cost implications, aside from staff time spent.

Recommendation of Staff:

It is recommended by staff that the City Council approve the Developer Agreement and authorize the Mayor to sign the document.

DEVELOPER AGREEMENT

This DEVELOPER AGREEMENT is made and entered into by and between the CITY OF WHITE SALMON, a municipal corporation of the State of Washington, hereinafter referred to as "City", and DANIEL CHARTERS and VEDA CHARTERS, husband and wife, owner of Klickitat County Parcel #03111921020200, hereinafter collectively referred to as "Developer", and shall be effective as of the date of the last signature below.

RECITALS

WHEREAS, Developer is the owner of certain real property which is located in the City of White Salmon, Washington, as more fully described in the attached Exhibit "A", incorporated herein by this reference (hereafter "Property"); and

WHEREAS, the Property was subject to that certain short plat approved by the City under File No. WS-SP-2021-002 and recorded with Klickitat County on August 4, 2023 (hereinafter 'short plat'); and

WHEREAS, the Property adjoins City right of way abutting NE Spring Street in White Salmon within which during the course of construction a private sewer line was installed; and

WHEREAS, the Property would otherwise be prohibited from utilizing City ROW for private sewer line purposes and accordingly Lot 2 of the approved short plat currently lacks otherwise required wastewater service; and

WHEREAS, Developer has been directed, and concurs, that an application to amend the short plat may be submitted wherein the City, on the establishment of conditions as set forth including connection standards, ownership, maintenance, indemnification, and revocability in the event of any non-compliance or public necessity, would agree to allow the private sewer line to occupy City ROW; and

WHEREAS, City and Developer have entered into this Developer Agreement to allow for certain accommodations to be made including the waiver of any short plat filing fee to allow for placement of the private sewer line within the ROW as designated.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Sewer Connection: On the condition that the Developer only construct one single-family dwelling, the Property designated as Lot 2 may utilize the private sewer line located with the City right of way more particularly described in the attached Exhibit B. Developer, or any successor owner of the Property, shall be responsible for the maintenance, repair, and replacement of the private sewer line at Developer's or successor owner's sole cost and expense. Developer or successor owner shall have reasonable access to the City right of way for the purpose of maintaining, repairing, or replacing the private sewer line, provided that any work within the right of way shall be timely performed in accordance with applicable City standards and required permits and with advance written notice to the City.

Upon completion of any maintenance, repair, or replacement work, Developer or successor owner shall timely restore the right of way to its prior condition at Developer's or successor owner's sole cost and expense. Developer, as a condition of this grant, shall concurrently file with the City an application to amend the short plat subject to the conditions to be established by the City as generally set forth herein. The Developer or then-current owner of the Property agrees that, upon construction of a future public sewer main extension capable of serving the Property, and upon written notice from the City that connection to the public system is required, the then-current owner shall, within one hundred eighty (180) days of such written notice and at the then-current owner's sole cost and expense, take all actions necessary to abandon and remove the private sewer line described herein and connect the Property to the public sewer system. The City shall not unreasonably require abandonment unless a public sewer main extension is actually constructed and operational. All such abandonment, removal, and connection work shall be performed in full compliance with all applicable federal, state, and local laws, regulations, standards, and City requirements in effect at the time of such work.

Section 1A. Transfer and Successor Obligations: The obligations and rights of Developer under this Agreement shall automatically transfer to and be binding upon any successor owner of the Property upon transfer of title, without the need for a separate assignment or assumption agreement. Upon any transfer of the Property, the transferring owner shall provide written notice to the City of the transfer and the identity and contact information of the new owner within thirty (30) days of closing. The transferring owner shall be released from all prospective obligations under this Agreement upon transfer of title, provided the Agreement has been recorded pursuant to Section 4.8.

Section 1B. Access and Emergency Repairs: In the event of a sewer line failure, blockage, or other emergency condition, the then-current owner of the Property may access the City right of way for emergency repair without prior written notice, provided that the owner shall notify the City as soon as practicable and in no event later than twenty-four (24) hours after commencing emergency work. All emergency repair work shall comply with applicable standards and the owner shall restore the right of way to its prior condition promptly following completion of repairs.

Section 1C. Revocation; Relocation; No Property Interest

Developer, for themselves, their heirs, successors, and assigns, acknowledges and agrees that the permission granted herein for the placement and use of a private sewer line within the City right of way is temporary, revocable, and non-exclusive, and does not create any vested right, property interest, or easement of any kind.

Developer, for themselves, their heirs, successors, and assigns, further acknowledges and agrees that the City, its employees, officers, and elected officials, retain the right, in their sole discretion, to require the relocation, modification, or removal of the private sewer line where the City determines such action is necessary for public use, public safety, maintenance, repair, or the construction, installation, or operation of any public infrastructure or utilities whatsoever.

Upon written notice from the City, the Developer, or the then-current owner of the Property, shall, at its sole cost and expense and within the time period specified by the City, take all actions necessary to relocate, modify, or remove the private sewer line and restore the right of way in accordance with applicable City standards. Failure to comply with such notice shall constitute a default under this Agreement and Developer shall be liable for all damages, claims, losses, or expenses which result thereto including all special, incidental, indirect and consequential damages.

Section 2. Short Plat Amendment: City agrees to waive any otherwise applicable application fees to allow Developer to submit an application to amend the short plat consistent with the terms herein by such process as deemed appropriate by the City Planner pursuant to WSMC 19.10.030.

Section 3. Indemnification/Hold Harmless: Developer, for themselves, their heirs and assigns, agrees to indemnify and hold harmless the City, their employees, officers and elected officials, from any and all liability or damages related to the consideration and approval of the short plat or from any post-decision actions or omissions related to the same. Developer, for themselves, their heirs, successors, and assigns, agrees to indemnify and hold harmless the City, its employees, officers, and elected officials, from any and all liability, claims, damages, costs, and expenses (including reasonable attorney fees) arising from the installation, use, maintenance, repair, removal, or failure of the private sewer line within the City right of way, except to the extent caused by the sole negligence or willful misconduct of the City, its employees, or agents.

Section 4. Default:

4.1 A breach of this Agreement whether by action or inaction of a party which continues and is not remedied within thirty (30) days after the other party has given written notice of such breach shall constitute a default, enforceable by action in law or equity. The exercise by either Party of any one or more of such remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

4.2 Waivers. No covenant, term, or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

4.3 Entire Agreement/Modifications. This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.

EXHIBIT "A"

Description of Property

Lot 2 of Short Plat WS-SP-2021.002, in Lot 1 of WS-SP-2003-02 and TL 43A, in the NE quarter of the SE quarter of the NW quarter of Section 19, Township 3N, Range 11E, Willamette Meridian, in the City of White Salmon, Klickitat County, Washington, according to the plat of record in the Auditor's Office of Klickitat County, Auditor File Number (AFN) 1160406.

Tax ID Number: 03111921020200

Tax parcel identification number is provided solely for informational purposes.

EXHIBIT "B"

Description of Right-of-Way and Road

The public Right-of-Way, approximately 20 feet in width, abutting the entire length of the north boundary of the property described in Exhibit "A", and abutting the entire length of the north boundary of the property legally described as "Lot 1 WS-SP 2021-002; 19-3-11" and having Tax ID number 03111921020100, and a portion of the City-maintained road NE Spring Street/Barnedt Road (an undedicated road, formerly County Road #10920, as depicted in the 1991 survey, Klickitat County AFN # 224695) beginning from or near the manhole at the intersection of Spring Street and the private access road for the Spring Street Trailer Court, and traversing the property legally described as "TL 54 IN SENW LESS PTN BY AF#1116163 & AF#1116164 IRR TRACTS TO WS 19-3-11 :MH:" and having Tax ID number 03111924000300.

See attached map for approximate depiction.

Exhibit "B" Map
 City Right of Way and Road (approximate, highlighted red)



Legend

- Roads**
- City
 - County
 - Other Govt
 - Private
 - State

Parcels




File Attachments for Item:

H. Pay App No. 4 — Tapani Inc — Transmission Main



COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

May 20, 2026

Agenda Item:

Pay App No. 4 – Tapani Inc. / Transmission Main Replacement Phase IIA

Presented By:

Chris True, Public Works Director

Action Required:

Approval of Pay App No. 4 – Tapani Inc. / Transmission Main Replacement Phase IIA not to exceed \$1,746,940.73.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Pay App No. 4 – Tapani Inc. / Transmission Main Replacement Phase IIA not to exceed \$1,746,940.73.

Background of Issue:

The City of White Salmon is currently constructing the Transmission Main Replacement Phase IIA project, which replaces aging water transmission infrastructure and improves reliability of the City’s water distribution system.

Explanation of Issue:

Pay Application No. 4 covers work completed through April 30, 2026, including continued installation of the City-provided 20-inch ductile iron water transmission main, distribution and service lines, pressure reducing valve (PRV) station work, blowoff assemblies, utility crossings, valve installations, hydrant work, and temporary surface restoration activities.

Major work completed during this pay period included continued installation of the owner-provided 20-inch restrained ductile iron water main, additional water distribution system improvements, PRV station progress, utility crossings, and procurement and storage of project materials for upcoming construction phases.

Council Options:

City Council has the following options available currently:

1. Accept the Staff Recommendation and approve the pay application.
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:

The requested payment amount for Pay App No. 4 is \$1,746,940.73. Funding for this payment is included within the approved project budget for the Transmission Main Replacement Phase IIA project. This project is funded through Public Works Board loan funding and a 12.4% grant.

The project is currently approximately 58.72% complete.

Recommendation of Staff/Committee:

Staff recommends approval of Pay App No. 4 – Tapani Inc. / Transmission Main Replacement Phase IIA not to exceed \$1,746,940.73.

Follow Up Action:

Upon Council approval, staff will process payment to Tapani Inc. in accordance with the project contract.

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: City of White Salmon, Washington

Engineer: Anderson Perry & Associates, Inc.

Contractor: Tapani, Inc.

Project: Transmission Main Replacement Phase IIA

Application No.: 4 **Application Date:** 5/11/2026

Application Period: **From** 4/1/2026 **to** 4/30/2026

| | |
|---------------------------------------------------------------------|-----------------|
| 1. Original Contract Price | \$ 5,403,672.00 |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 5,403,672.00 |
| 4. Total Work completed and materials stored to date (see attached) | \$ 3,297,126.37 |
| 5. Retainage Withheld (N/A) | \$ - |
| 6. Retainage Paid | \$ - |
| 7. Sales Tax (7.6%) | \$ 250,581.60 |
| 8. Liquidated Damages Withheld | \$ - |
| 9. Less Previous Applications for Payments | \$ 1,800,767.24 |
| 10. Amount due this application | \$ 1,746,940.73 |

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; and (5) certified payroll forms are current and account for all applicable personnel.

Contractor

By (signature): Randy Odhiambo Digitally signed by Randy Odhiambo
 DN: cn=US, e=Randy@Tapani.com, ou=Tapani Inc., cn=Randy Odhiambo
 Reason: I am approving this document
 Date: 2026.05.12 10:40:18-0700

Title: Project Manager

Date: 5/12/2026

Recommended by Engineer

By (signature): Jay Peninger Digitally signed by Jay Peninger
 Date: 2026.05.12 11:18:52-0700

Title: Project Manager

Date: 5/12/2026

Approved by Owner

By (signature): _____

Title: _____

Date: _____

| Progress Estimate | | | | | | Contractor's Application for Payment | | | | | |
|-------------------|--------------------------------------------------------------------------|-----------------------------------------|------|---------------------|-------------------|--------------------------------------|--------------|-----------------------------|----------------|---------------|----------------|
| Owner: | | City of White Salmon, Washington | | | | | | | | | |
| Engineer: | | Anderson Perry & Associates, Inc. | | | | | | | | | |
| Contractor: | | Tapani, Inc. | | | | | | | | | |
| Project: | | Transmission Main Replacement Phase IIA | | | | | | | | | |
| Application No.: | | 4 | | Application Period: | | From 4/1/2026 to 4/30/2026 | | Application Date: 5/11/2026 | | | |
| Bid Item No. | Description | Contract Information | | | | Previous | | This Period | | Total to Date | |
| | | Qty. | Unit | Unit Price | Value of Bid Item | Qty. | Amount | Qty. | Amount | Qty. | Amount |
| Original Contract | | | | | | | | | | | |
| 1 | Mobilization/Demobilization | All Req'd | LS | \$400,000.00 | \$400,000.00 | 75% | \$300,000.00 | 0% | \$0.00 | 75% | \$300,000.00 |
| 2 | Construction Facilities and Temporary Controls | All Req'd | LS | \$250,000.00 | \$250,000.00 | 25% | \$62,500.00 | 55% | \$137,500.00 | 80% | \$200,000.00 |
| 3 | Trench Excavation Safety System | All Req'd | LS | \$75,000.00 | \$75,000.00 | 10% | \$7,500.00 | 70% | \$52,500.00 | 80% | \$60,000.00 |
| 4 | Potholing all Connections and Known Utility Crossings | All Req'd | LS | \$65,056.00 | \$65,056.00 | 50% | \$32,528.00 | 50% | \$32,528.00 | 100% | \$65,056.00 |
| 5 | Additional Potholing | 40 | HR | \$50.00 | \$2,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 6 | Cap Existing 14-In. Water Main | 7 | EA | \$1,200.00 | \$8,400.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 7 | Cap Existing 14-In. Water Main on SR 141 Alternate | All Req'd | LS | \$7,500.00 | \$7,500.00 | 0% | \$0.00 | 0% | \$0.00 | 0% | \$0.00 |
| 8 | CDF Placement | 100 | CY | \$375.00 | \$37,500.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 9 | Rock Excavation | 1,800 | CY | \$50.00 | \$90,000.00 | 396 | \$19,800.00 | 909 | \$45,450.00 | 1,305 | \$65,250.00 |
| 10 | Foundation Stabilization | 120 | CY | \$75.00 | \$9,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 11 | Retaining Wall | 30 | CY | \$400.00 | \$12,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 12 | Gravity Wall | 70 | SF | \$85.00 | \$5,950.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 13 | Asphalt Removal | 10,200 | SY | \$0.50 | \$5,100.00 | 2,896 | \$1,448.00 | 5,264 | \$2,632.00 | 8,160 | \$4,080.00 |
| 14 | Pavement Grinding | 7,000 | SY | \$5.50 | \$38,500.00 | 2,940 | \$16,170.00 | 0 | \$0.00 | 2,940 | \$16,170.00 |
| 15 | Temporary Ashpalt Installation and Removal, 2-In. Thick | 700 | LF | \$28.00 | \$19,600.00 | 350 | \$9,800.00 | 0 | \$0.00 | 350 | \$9,800.00 |
| 16 | Temporary Ashpalt Installation and Removal, 3-In. Thick | 9,150 | LF | \$17.00 | \$155,550.00 | 1,665 | \$28,305.00 | 5,655 | \$96,135.00 | 7,320 | \$124,440.00 |
| 17 | Repair of Unmarked Storm Drain Line | 5 | EA | \$50.00 | \$250.00 | 1 | \$50.00 | 2 | \$100.00 | 3 | \$150.00 |
| 18 | Repair of Unmarked Water Service Line | 5 | EA | \$50.00 | \$250.00 | 1 | \$50.00 | 2 | \$100.00 | 3 | \$150.00 |
| 19 | Repair of Unmarked Irrigation System | 20 | EA | \$50.00 | \$1,000.00 | 7 | \$350.00 | 13 | \$650.00 | 20 | \$1,000.00 |
| 20 | Asphalt Restoration, HMA Cl. 1/2-In. PG 64-28 | 4,800 | TON | \$145.00 | \$696,000.00 | 0.0 | \$0.00 | 299.2 | \$43,384.00 | 299.2 | \$43,384.00 |
| 21 | Job Mix Compliance Price Adjustment | 1 | CALC | \$1.00 | \$1.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 22 | Compaction Price Adjustment | 1 | CALC | \$1.00 | \$1.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 23 | Cyclic Density Price Adjustment | 1 | CALC | \$1.00 | \$1.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 24 | Pavement Marking Restoration | All Req'd | LS | \$10,000.00 | \$10,000.00 | 0% | \$0.00 | 0% | \$0.00 | 0% | \$0.00 |
| 25 | Gravel Surfacing | 6,550 | SY | \$2.50 | \$16,375.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 26 | Erosion Control Matting | 1,400 | SY | \$4.00 | \$5,600.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 27 | Landscaping Restoration | 750 | SY | \$2.50 | \$1,875.00 | 225 | \$562.50 | 375 | \$937.50 | 600 | \$1,500.00 |
| 28 | Agricultural Restoration | 4,000 | LF | \$3.00 | \$12,000.00 | 1,200 | \$3,600.00 | 2,000 | \$6,000.00 | 3,200 | \$9,600.00 |
| 29 | 4-In. Restrained DI Water Main, Class 350 | 100 | LF | \$160.00 | \$16,000.00 | 8 | \$1,280.00 | 82 | \$13,120.00 | 90 | \$14,400.00 |
| 30 | 6-In. Restrained DI Water Main, Class 350 | 270 | LF | \$105.00 | \$28,350.00 | 281 | \$29,505.00 | 0 | \$0.00 | 281 | \$29,505.00 |
| 31 | 8-In. Restrained DI Water Main, Class 350 | 870 | LF | \$130.00 | \$113,100.00 | 304 | \$39,520.00 | 104 | \$13,520.00 | 408 | \$53,040.00 |
| 32 | 20-In. Restrained DI Water Main, Class 350 | 3,620 | LF | \$310.00 | \$1,122,200.00 | 0 | \$0.00 | 3,245 | \$1,005,950.00 | 3,245 | \$1,005,950.00 |
| 33 | Installation 20-In. Restrained DI Water Main, Class 350 (Owner-provided) | 6,720 | LF | \$80.00 | \$537,600.00 | 4,440 | \$355,200.00 | 2,280 | \$182,400.00 | 6,720 | \$537,600.00 |
| 34 | 1-In. Service Line | 920 | LF | \$55.00 | \$50,600.00 | 1,217 | \$66,935.00 | 110 | \$6,050.00 | 1,327 | \$72,985.00 |
| 35 | 2-In. Service Line | 3,280 | LF | \$38.00 | \$124,640.00 | 3,695 | \$140,410.00 | 10 | \$380.00 | 3,705 | \$140,790.00 |
| 36 | 1-In. Service Line, Main Connection | 12 | EA | \$1,200.00 | \$14,400.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 37 | 2-In. Service Line, Main Connection | 8 | EA | \$1,800.00 | \$14,400.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 38 | Service Line, Meter Connection | 19 | EA | \$500.00 | \$9,500.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 39 | Relocated Water Meter | 19 | EA | \$1,650.00 | \$31,350.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 40 | Connection to Existing 6-In. Water Main | 2 | EA | \$3,500.00 | \$7,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |

| Progress Estimate | | | | | | Contractor's Application for Payment | | | | | |
|-------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------|------|---------------------|------------------------|--------------------------------------|------------------------|-----------------------------|-----------------------|---------------|-----------------------|
| Owner: | | City of White Salmon, Washington | | | | | | | | | |
| Engineer: | | Anderson Perry & Associates, Inc. | | | | | | | | | |
| Contractor: | | Tapani, Inc. | | | | | | | | | |
| Project: | | Transmission Main Replacement Phase IIA | | | | | | | | | |
| Application No.: | | 4 | | Application Period: | | From 4/1/2026 to 4/30/2026 | | Application Date: 5/11/2026 | | | |
| Bid Item No. | Description | Contract Information | | | | Previous | | This Period | | Total to Date | |
| | | Qty. | Unit | Unit Price | Value of Bid Item | Qty. | Amount | Qty. | Amount | Qty. | Amount |
| 41 | Connection to Existing 12-In. Water Main | 2 | EA | \$5,000.00 | \$10,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 42 | Connection to Existing 14-In. Main at STA A1+05 | All Req'd | LS | \$50,000.00 | \$50,000.00 | 0% | \$0.00 | 0% | \$0.00 | 0% | \$0.00 |
| 43 | Non-Potable Crossing, CDF | 13 | EA | \$1,450.00 | \$18,850.00 | 0 | \$0.00 | 10 | \$14,500.00 | 10 | \$14,500.00 |
| 44 | Non-Potable Crossing, Casing Pipe | 3 | EA | \$12,500.00 | \$37,500.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 45 | 2-In. Gate Valve | 1 | EA | \$1,000.00 | \$1,000.00 | 0 | \$0.00 | 1 | \$1,000.00 | 1 | \$1,000.00 |
| 46 | 4-In. Gate Valve | 5 | EA | \$1,300.00 | \$6,500.00 | 1 | \$1,300.00 | 4 | \$5,200.00 | 5 | \$6,500.00 |
| 47 | 6-In. Gate Valve | 1 | EA | \$1,800.00 | \$1,800.00 | 0 | \$0.00 | 1 | \$1,800.00 | 1 | \$1,800.00 |
| 48 | 8-In. Gate Valve | 2 | EA | \$3,500.00 | \$7,000.00 | 1 | \$3,500.00 | 0 | \$0.00 | 1 | \$3,500.00 |
| 49 | 20-In. Butterfly Valve, 150 psi | 1 | EA | \$11,500.00 | \$11,500.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 50 | 20-In. Butterfly Valve, 250 psi | 10 | EA | \$13,000.00 | \$130,000.00 | 3 | \$39,000.00 | 7 | \$91,000.00 | 10 | \$130,000.00 |
| 51 | 1-In. Pressure Reducing Valve (PRV) and Box | 4 | EA | \$8,500.00 | \$34,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 52 | 2-In. PRV and Box | 3 | EA | \$12,000.00 | \$36,000.00 | 1 | \$12,000.00 | 0 | \$0.00 | 1 | \$12,000.00 |
| 53 | 2-In. Combination Air and Vacuum Valve and Vault | 1 | EA | \$13,000.00 | \$13,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 54 | 3-inch Combination Air and Vacuum Valve and Vault | 2 | EA | \$28,000.00 | \$56,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 55 | 3-In. In-line Combination Air Vacuum Valve and Vault | 1 | EA | \$50,000.00 | \$50,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 56 | 4-In. Combination Air and Vacuum Valve and Vault | 2 | EA | \$30,000.00 | \$60,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 57 | Fire Hydrant and Auxiliary Valve | 2 | EA | \$10,000.00 | \$20,000.00 | 1 | \$10,000.00 | 0 | \$0.00 | 1 | \$10,000.00 |
| 58 | Bollard | 8 | EA | \$900.00 | \$7,200.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 59 | Blowoff Assembly and Auxiliary Valve | 8 | EA | \$3,500.00 | \$28,000.00 | 3 | \$10,500.00 | 0 | \$0.00 | 3 | \$10,500.00 |
| 60 | Locate Wire Access Box | 4 | EA | \$550.00 | \$2,200.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 61 | Utility Marker | 59 | EA | \$200.00 | \$11,800.00 | 0 | \$0.00 | 20 | \$4,000.00 | 20 | \$4,000.00 |
| 62 | Frost-free Yard Hydrant | 2 | EA | \$2,500.00 | \$5,000.00 | 2 | \$5,000.00 | 0 | \$0.00 | 2 | \$5,000.00 |
| 63 | Water Sampling Station | 1 | EA | \$6,000.00 | \$6,000.00 | 0 | \$0.00 | 2 | \$12,000.00 | 2 | \$12,000.00 |
| 64 | Temporary Water Service | All Req'd | LS | \$50,000.00 | \$50,000.00 | 50% | \$25,000.00 | 0% | \$0.00 | 50% | \$25,000.00 |
| 65 | Pressure Pipe Flushing, Testing, and Disinfection of 20-In. Water Main | All Req'd | LS | \$25,000.00 | \$25,000.00 | 0% | \$0.00 | 40% | \$10,000.00 | 40% | \$10,000.00 |
| 66 | Brislawn PRV Station | All Req'd | LS | \$115,000.00 | \$115,000.00 | 0% | \$0.00 | 50% | \$57,500.00 | 50% | \$57,500.00 |
| 67 | Forester PRV Station | All Req'd | LS | \$115,000.00 | \$115,000.00 | 50% | \$57,500.00 | 0% | \$0.00 | 50% | \$57,500.00 |
| 68 | Knoll Road PRV Station | All Req'd | LS | \$115,000.00 | \$115,000.00 | 50% | \$57,500.00 | 0% | \$0.00 | 50% | \$57,500.00 |
| 69 | Apprenticeship Incentive | 1 | CALC | \$5,000.00 | \$5,000.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 70 | Apprenticeship Penalty | 1 | CALC | \$1.00 | \$1.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| Original Contract Totals | | | | | \$ 5,022,000.00 | | \$ 1,336,813.50 | | \$1,836,336.50 | | \$3,173,150.00 |
| *Contract with Sales Tax (7.6%) | | | | | \$ 5,403,672.00 | | | | | | |
| Change Orders | | | | | | | | | | | |
| 1-1 | Sales Tax Increase 7.5% to 7.6% (informational only, *added to Contract) | | | | \$5,022.00 | | | | | | |
| | | | | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| Change Order Totals | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| Change Order with Sales Tax (7.6%) | | | | | \$0.00 | | | | | | |

| Progress Estimate | | | | | | Contractor's Application for Payment | | | | | |
|-----------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------|------|---------------------|-----------------------|--------------------------------------|-----------------------|-----------------------------|-----------------------|---------------|-----------------------|
| Owner: | | City of White Salmon, Washington | | | | | | | | | |
| Engineer: | | Anderson Perry & Associates, Inc. | | | | | | | | | |
| Contractor: | | Tapani, Inc. | | | | | | | | | |
| Project: | | Transmission Main Replacement Phase IIA | | | | | | | | | |
| Application No.: | | 4 | | Application Period: | | From 4/1/2026 to 4/30/2026 | | Application Date: 5/11/2026 | | | |
| Bid Item No. | Description | Contract Information | | | | Previous | | This Period | | Total to Date | |
| | | Qty. | Unit | Unit Price | Value of Bid Item | Qty. | Amount | Qty. | Amount | Qty. | Amount |
| Materials Stored to Date | | | | | | | | | | | |
| 6 | Cap Existing 14-Inch Water Main - Assorted Materials and Fittings | All Req'd | LS | \$2,992.00 | \$2,992.00 | 100% | \$2,992.00 | 0% | \$0.00 | 100% | \$2,992.00 |
| 31 | 8-Inch Water Main - Assorted Materials and Fittings | All Req'd | LS | \$3,206.50 | \$3,206.50 | 100% | \$3,206.50 | 0% | \$0.00 | 100% | \$3,206.50 |
| 32 | 20-Inch Water Main - Assorted Materials and Fittings | All Req'd | LS | \$145,486.35 | \$145,486.35 | 100% | \$145,486.35 | -90% | (\$130,937.72) | 10% | \$14,548.64 |
| 33 | 20-Inch Water Main - Assorted Materials and Fittings | All Req'd | LS | \$25,763.56 | \$25,763.56 | 35% | \$9,017.25 | -35% | (\$9,017.25) | 0% | \$0.00 |
| 36 | 1-Inch Service Connection - Assorted Materials and Fittings | All Req'd | LS | \$3,206.50 | \$3,206.50 | 100% | \$3,206.50 | -100% | (\$3,206.50) | 0% | \$0.00 |
| 37 | 2-Inch Service Connection - Assorted Materials and Fittings | All Req'd | LS | \$4,909.02 | \$4,909.02 | 100% | \$4,909.02 | -100% | (\$4,909.02) | 0% | \$0.00 |
| 39 | Relocate Water Meter - Assorted Materials and Fittings | All Req'd | LS | \$6,445.04 | \$6,445.04 | 100% | \$6,445.04 | 0% | \$0.00 | 100% | \$6,445.04 |
| 42 | Connect to Existing 14-Inch Main - Assorted Materials and Fittings | All Req'd | LS | \$27,180.30 | \$27,180.30 | 100% | \$27,180.30 | 0% | \$0.00 | 100% | \$27,180.30 |
| 46 | 4-Inch Gate Valve | 5 | EA | \$762.12 | \$3,810.60 | 4 | \$3,048.48 | -4 | (\$3,048.48) | 0 | \$0.00 |
| 47 | 6-Inch Gate Valve | 1 | EA | \$1,018.67 | \$1,018.67 | 1 | \$1,018.67 | -1 | (\$1,018.67) | 0 | \$0.00 |
| 50 | 20-Inch Butterfly Valve, 250 psi | 9 | EA | \$10,108.00 | \$90,972.00 | 6 | \$60,648.00 | -6 | (\$60,648.00) | 0 | \$0.00 |
| 54 | 3-Inch CAVV & Vault - Assorted Materials and Fittings | All Req'd | LS | \$21,141.04 | \$21,141.04 | 100% | \$21,141.04 | 0% | \$0.00 | 100% | \$21,141.04 |
| 56 | 4-Inch CAVV & Vault - Assorted Materials and Fittings | All Req'd | LS | \$33,942.23 | \$33,942.23 | 100% | \$33,942.23 | 0% | \$0.00 | 100% | \$33,942.23 |
| 59 | Blowoff Assembly and Valve - Assorted Materials and Fittings | 5 | EA | \$332.81 | \$1,664.05 | 2 | \$665.62 | 0 | \$0.00 | 2 | \$665.62 |
| 66 | Brislawn PRV - Vault | All Req'd | LS | \$13,855.00 | \$13,855.00 | 100% | \$13,855.00 | 0% | \$0.00 | 100% | \$13,855.00 |
| Total Materials Stored to Date | | | | | \$385,592.86 | | \$336,762.00 | | (\$212,785.64) | | \$123,976.37 |
| Original Contract, Change Orders, and Materials Stored to Date | | | | | | | | | | | |
| Pre-tax Total | | | | | \$5,022,000.00 | | \$1,673,575.50 | | \$1,623,550.86 | | \$3,297,126.37 |
| Sales Tax (7.6%) | | | | | \$381,672.00 | | \$127,191.74 | | \$123,389.87 | | \$250,581.60 |
| Retainage (N/A) | | | | | | | | | | | |
| TOTAL | | | | | \$5,403,672.00 | | \$1,800,767.24 | | \$1,746,940.73 | | \$3,547,707.97 |
| Percent of Contract Price Completed to Date | | | | | | 58.72% | | | | | |

File Attachments for Item:

I. Pay App No. 11 — Ajax NW — N Main Spring Street



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

May 20, 2026

Agenda Item:

Pay App No. 11 – Ajax NW – N Main / Spring Street Improvements

Presented By:

Chris True, Public Works Director

Action Required:

Approval of Pay App No. 11 Ajax NW – N Main / Spring Street Improvements not to exceed \$218,782.18.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Pay App No. 11 Ajax NW – N Main / Spring Street Improvements not to exceed \$218,782.18.

Background of Issue:

This payment will include work through May 15, 2026. The work completed in this payment period includes continued progression of the booster pump station improvements, asphalt restoration, and project closeout activities.

Explanation of Issue:

Pay Application No. 11 has been submitted for construction progress on the North Main / Spring Street Water Improvements project. The pay application reflects work completed to date and represents ongoing progress on construction of the booster pump station and associated project improvements. The requested payment amount for Pay Application No. 11 is \$218,782.18.

Council Options:

City Council has the following options available currently:

1. Accept the Staff Recommendation and approve the Pay Application.
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:

Funded through Public Works Board loan.

Recommendation of Staff/Committee:

Staff recommends approval Pay App No. 11 Ajax NW – N Main / Spring Street Improvements not to exceed \$218,782.18.

Follow Up Action:

Upon approval, staff will process payment to the contractor.

I.

APPLICATION FOR PAYMENT NO. 11
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: May 15, 2026

| | | | |
|----|----------------------------------------------------------------|-----------|-------------------|
| 1. | Original Contract Price | \$ | 2,134,634.44 |
| 2. | Net Change by Change Orders and Written Amendments (+/-) | \$ | 129,858.15 |
| 3. | Current Contract Price (1 plus 2) | \$ | 2,264,492.59 |
| 4. | Total Work Completed and Materials On Hand to Date* | \$ | 1,903,457.96 |
| 5. | Retainage: 5% | \$ | (95,172.91) |
| 6. | Sales Tax: Sales Tax (7.6%) | \$ | 83,383.01 |
| 6. | Sales Tax: Sales Tax (7.7%) | \$ | 62,086.10 |
| 7. | Liquidated Damages | (\$ | -) |
| 8. | Less Previous Application for Payments | \$ | 1,734,971.98 |
| 9. | DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8) | \$ | 218,782.18 |

* 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 5/13/26

Ajax Northwest, LLC
CONTRACTOR
Digitally signed by Catherine Loke
DN: C=US,
E=catherine@ajaxnw.com,
CN=Catherine Loke
By: Catherine Loke

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 5/13/2026

Anderson Perry & Associates, Inc.
ENGINEER
Digitally signed by Jay Peninger
Date: 2026.05.13 13:02:13-07'00'
By: Jay Peninger

APPROVED by Owner:

White Salmon, Washington
OWNER

Dated _____

By: _____

Title: _____

I.

**APPLICATION FOR PAYMENT NO. 11
CITY OF WHITE SALMON, WASHINGTON
NORTH MAIN-SPRING STREET WATER IMPROVEMENTS**

Date: May 15, 2026

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: April 16, 2026 | |
| Revised: May 1, 2026 | | Change Orders: (+ or -) \$ 129,858.15 | | To: May 15, 2026 | |
| On Schedule: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Current Contract Amount \$ 2,264,492.59 | | | |

| 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 | 75% | \$101,250.00 | 0% | \$0.00 | 75% | \$101,250.00 |
| 2 | Construction Facilities and Temporary Controls | All Req'd | LS | 26,000.00 | 90% | 23,400.00 | 0% | 0.00 | 90% | 23,400.00 |
| 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 | 100% | 5,000.00 | 0% | 0.00 | 100% | 5,000.00 |
| 5 | Potholing All Connections and Known Utility Crossings | All Req'd | LS | 10,000.00 | 100% | 10,000.00 | 0% | 0.00 | 100% | 10,000.00 |
| 6 | Additional Potholing | 20 | HR | 500.00 | 62 | 31,000.00 | 0 | 0.00 | 62 | 31,000.00 |
| 7 | Cap Existing Water Mains | 7 | EA | 1,800.00 | 7 | 12,600.00 | 0 | 0.00 | 7 | 12,600.00 |
| 8 | Remove Existing Valve Box | 7 | EA | 500.00 | 7 | 3,500.00 | 0 | 0.00 | 7 | 3,500.00 |
| 9 | Remove Existing Fire Hydrant | 2 | EA | 500.00 | 2 | 1,000.00 | 0 | 0.00 | 2 | 1,000.00 |
| 10 | Rock Excavation | 100 | CY | 95.00 | 253.2 | 24,054.00 | 0 | 0.00 | 253.2 | 24,054.00 |
| 11 | Asphalt Removal | 2,100 | SY | 9.00 | 2,124 | 19,116.00 | 0 | 0.00 | 2,124 | 19,116.00 |
| 12 | Concrete Sidewalk Removal and Restoration | 6 | SY | 500.00 | 0 | 0.00 | 6 | 3,000.00 | 6 | 3,000.00 |
| 13 | Concrete Curb Removal and Restoration | 12 | LF | 300.00 | 0 | 0.00 | 12 | 3,600.00 | 12 | 3,600.00 |
| 14 | Foundation Stabilization | 80 | CY | 65.00 | 55.5 | 3,607.50 | 0.0 | 0.00 | 55.5 | 3,607.50 |
| 15 | Repair of Unmarked Utilities | 17 | EA | 500.00 | 2 | 1,000.00 | 0 | 0.00 | 2 | 1,000.00 |
| 16 | Asphalt Surface Restoration | 1,700 | SY | 60.00 | 40 | 2,400.00 | 135 | 8,100.00 | 175 | 10,500.00 |
| 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 | 260 | 5,720.00 | 0 | 0.00 | 260 | 5,720.00 |
| 20 | Landscaping Restoration | 2,070 | SF | 4.00 | 1,600 | 6,400.00 | 470 | 1,880.00 | 2,070 | 8,280.00 |
| 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 | 45 | 2,700.00 | 0 | 0.00 | 45 | 2,700.00 |
| 23 | 8-In. Water Main | 1,070 | LF | 65.00 | 1,099 | 71,435.00 | 0 | 0.00 | 1,099 | 71,435.00 |
| 24 | 10-In. Water Main | 16 | LF | 85.00 | 10 | 850.00 | 0 | 0.00 | 10 | 850.00 |
| 25 | 12-In. Water Main | 1,945 | LF | 100.00 | 2,000 | 200,000.00 | 0 | 0.00 | 2,000 | 200,000.00 |
| 26 | 1-In. Water Service Line | 800 | LF | 30.00 | 1,000 | 30,000.00 | 0 | 0.00 | 1,000 | 30,000.00 |
| 27 | 2-In. Water Service Line | 60 | LF | 45.00 | 20 | 900.00 | 0 | 0.00 | 20 | 900.00 |
| 28 | 1-In. Water Service Connection, Main Line | 32 | EA | 985.00 | 46 | 45,310.00 | 0 | 0.00 | 46 | 45,310.00 |
| 29 | 2-In. Water Service Connection, Main Line | 4 | EA | 1,250.00 | 2 | 2,500.00 | 0 | 0.00 | 2 | 2,500.00 |
| 30 | Water Service Connection, Existing Meter | 33 | EA | 1,600.00 | 34 | 54,400.00 | 0 | 0.00 | 34 | 54,400.00 |
| 31 | Relocated Water Meter | 14 | EA | 1,600.00 | 14 | 22,400.00 | 0 | 0.00 | 14 | 22,400.00 |
| 32 | Connection to Existing Water Line, < 4-In. | 3 | EA | 1,800.00 | 3 | 5,400.00 | 0 | 0.00 | 3 | 5,400.00 |
| 33 | Connection to Existing Water Line, 6-In. | 2 | EA | 2,300.00 | 2 | 4,600.00 | 0 | 0.00 | 2 | 4,600.00 |
| 34 | Connection to Existing Water Line, 8-In. | 2 | EA | 2,800.00 | 2 | 5,600.00 | 0 | 0.00 | 2 | 5,600.00 |
| 35 | Connection to Existing Water Line, 10-In. | 3 | EA | 3,000.00 | 3 | 9,000.00 | 0 | 0.00 | 3 | 9,000.00 |

I.

**APPLICATION FOR PAYMENT NO. 11
CITY OF WHITE SALMON, WASHINGTON
NORTH MAIN-SPRING STREET WATER IMPROVEMENTS**

Date: May 15, 2026

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 | 3 | 1,500.00 | 0 | 0.00 | 3 | 1,500.00 |
| 38 | 8-In. Gate Valve | 7 | EA | 2,300.00 | 7 | 16,100.00 | 0 | 0.00 | 7 | 16,100.00 |
| 39 | 10-In. Gate Valve | 1 | EA | 3,900.00 | 2 | 7,800.00 | 0 | 0.00 | 2 | 7,800.00 |
| 40 | 12-In. Gate Valve | 9 | EA | 4,500.00 | 9 | 40,500.00 | 0 | 0.00 | 9 | 40,500.00 |
| 41 | Water Sampling Station | 1 | EA | 4,000.00 | 1 | 4,000.00 | 0 | 0.00 | 1 | 4,000.00 |
| 42 | Fire Hydrant Assembly and Auxiliary Valve | 5 | EA | 8,750.00 | 5 | 43,750.00 | 0 | 0.00 | 5 | 43,750.00 |
| 43 | Fire Hydrant Extensions | 5 | FT | 2,000.00 | 5 | 10,000.00 | 0 | 0.00 | 5 | 10,000.00 |
| 44 | Bollards | 8 | EA | 650.00 | 6 | 3,900.00 | 0 | 0.00 | 6 | 3,900.00 |
| 45 | Temporary Water Line | All Req'd | LS | 5,500.00 | 100% | 5,500.00 | 0% | 0.00 | 100% | 5,500.00 |
| 46 | North Main BPS | All Req'd | LS | 1,000,000.00 | 70% | 700,000.00 | 20% | 200,000.00 | 90% | 900,000.00 |
| 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 | | | | | | \$ 1,538,192.50 | | \$ 216,580.00 | | \$ 1,754,772.50 |
| Change Orders: | | | | | | | | | | |
| | | Qty. | Unit | Unit Price | PREVIOUS | | THIS PERIOD | | TOTAL TO DATE | |
| Change Order No. 1 | | | | | | | | | | |
| 1-1 | Exercise Spring Street Reservoir Isolation Valve | All Req'd | LS | \$3,100.00 | 100% | \$3,100.00 | 0% | \$0.00 | 100% | \$3,100.00 |
| Change Order No. 2 | | | | | | | | | | |
| 2-1 | Unlocated Sanitary Sewer Service Replacement | All Req'd | LS | 13,500.00 | 100% | 13,500.00 | 0% | 0.00 | 100% | 13,500.00 |
| Change Order No. 3 | | | | | | | | | | |
| 3-1 | 3-In. Asphalt Surface Restoration | 1,500 | SY | 45.00 | 1,648 | 74,160.00 | 105 | 4,725.00 | 1,753 | 78,885.00 |
| 3-2 | 2-In. Asphalt Surface Restoration | 350 | SY | 35.00 | 433 | 15,155.00 | 4 | 147.00 | 437 | 15,302.00 |
| 3-3 | Coffer Dam in Spring Street Reservoir | All Req'd | LS | 7,000.00 | 100% | 7,000.00 | 0% | 0.00 | 100% | 7,000.00 |
| Change Order No. 4 | | | | | | | | | | |
| 4-1 | Standby Time on December 1, 2025 | All Req'd | LS | 875.00 | 100% | 875.00 | 0% | 0.00 | 100% | 875.00 |
| 4-2 | Standby Time on December 2, 2025 | All Req'd | LS | 8,670.00 | 100% | 8,670.00 | 0% | 0.00 | 100% | 8,670.00 |
| 4-3 | Contract Days Suspension (Informational Only) | | | | | | | | | |
| Change Order No. 5 (Informational Only, *added to Contract) | | | | | | | | | | |
| 5-1 | Sales Tax Increase 7.6% to 7.7% | | | 1,005.65 | | | | | | |
| Change Order No. 6 | | | | | | | | | | |
| 6-1 | Additional Electrical Trenching | All Req'd | LS | 6,850.00 | 100% | 6,850.00 | 0% | 0.00 | 100% | 6,850.00 |
| Total All Change Orders | | | | | | \$ 129,310.00 | | \$ 4,872.00 | | \$ 134,182.00 |
| Materials on Hand: | | | | | | | | | | |
| | | Qty. | Unit | Unit Price | PREVIOUS | | THIS PERIOD | | TOTAL TO DATE | |
| | | | | | Qty. | Amount | Qty. | Amount | Qty. | Amount |
| | Geary Pacific Supply (HVAC & Pump Controls) | All Req'd | LS | \$12,738.46 | 100% | \$12,738.46 | 0% | \$0.00 | 100% | \$12,738.46 |
| | ACI (Building Heater) | All Req'd | LS | 1,765.00 | 100% | 1,765.00 | 0% | 0.00 | 100% | \$1,765.00 |
| | Ferguson (Building Drain) | All Req'd | LS | 3,322.64 | 100% | 3,322.64 | -100% | (3,322.64) | 0% | \$0.00 |
| | Willamette Fence (BPS Fence and Gate) | All Req'd | LS | 5,107.20 | 100% | 5,107.20 | -100% | (5,107.20) | 0% | \$0.00 |
| Total Materials on Hand | | | | | | \$ 22,933.30 | | \$ (8,429.84) | | \$ 14,503.46 |
| TOTAL WORK COMPLETED AND MATERIALS ON HAND | | | | | | \$ 1,690,435.80 | | \$ 213,022.16 | | \$ 1,903,457.96 |

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| SUMMARY | | | |
|------------------------------------------------------------------------------------|------------------------|----------------------|------------------------|
| | PREVIOUS | THIS PERIOD | TOTAL TO DATE |
| 1. Amount Earned | \$ 1,690,435.80 | \$ 213,022.16 | \$ 1,903,457.96 |
| 2. Amount Retained 5% | \$ (84,521.80) | \$ (10,651.11) | \$ (95,172.91) |
| 3. Sales Tax (7.6%) *Work Performed & Materials Purchased Prior to January 1, 2026 | \$ 84,023.68 | \$ (640.67) | \$ 83,383.01 |
| 4. Sales Tax (7.7%) *Work Performed & Materials Purchased After to January 1, 2026 | \$ 45,034.30 | \$ 17,051.80 | \$ 62,086.10 |
| 5. Liquidated Damages | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Amount Due for Payment | \$ 1,734,971.98 | \$ 218,782.18 | \$ 1,953,754.16 |
| Amount Due for Payment this Estimate | | \$ 218,782.18 | |
| Estimated % Job Completed: | | <u>87%</u> | |