



**White Salmon City Council Meeting  
Fire Hall, 119 NE Church Ave.  
September 19, 2018  
6:00 PM**

*Copies of the informational packet are available at City Hall  
or online at [white-salmon.net](http://white-salmon.net) under City Documents/City Council Docs*

1. **Call to Order and Presentation of the Flag**
2. **Roll Call**
3. **Comments - Public & Council** *(Two (2) Minutes per person allowed.)*
4. **Changes to the Agenda** *(Changes to the agenda can be made with the concurrence of a majority of council.)*
5. **Notices of Intent to Annex - Shelley Baxter/RayKlebba and Nancy White**
  - a. **Presentation** (includes opportunity for proponents of the Notices of Intent to make comment) 3 - 33
  - b. **Discussion**
  - c. **Action**
6. **Labor Attorney - Terms of Engagement, Menke Jackson Beyer LLP**
  - a. **Presentation** 34 - 38
  - b. **Discussion**
  - c. **Action**
7. **Leak Adjustment Request - Alejandro Pita**
  - a. **Presentaiton** 39 - 53
  - b. **Discussion**
  - c. **Action**
8. **Personal Services Contract - Arborist, City Tree Inventory and Management Plan**
  - a. **Presentation** 54 - 93
  - b. **Discussion**
  - c. **Action**
9. **Consent Agenda** *(The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.)*
  - a. **Approval of Vouchers**

**Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims certified as required by RCW 42.24.090 as of the 19th day of September, 2018.**

- 10. Department Head and Committee Reports**
- 11. Executive Session (if needed)**
- 12. Adjournment**

Cut off time for entering items on agenda. All items to be included on the city council regular meeting agenda shall be communicated to City Hall on or before twelve noon and submitted to and received by the Clerk/Treasurer on or before four o'clock p.m. on the Thursday preceding the regular city council meeting. Exceptions to this cut-off may be made with the approval of the Mayor.



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## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: September 19, 2018  
Agenda Item: Notice of Intent to Annex – Shelley Baxter and Raymond Klebba  
Notice of Intent to Annex – Nancy White  
Presented By: Jan Brending, Clerk Treasurer

### **ACTION REQUIRED:**

Act on Notices of Intent to Annex submitted by Shelley Baxter and Raymond Klebba; and Nancy White

### **PROPOSED MOTION:**

Option 1: Motion to accept Notice of Intent to Annex submitted by Shelley Baxter and Ray Klebba and Notice of Intent to Annex submitted by Nancy White; to be combined into one annexation area, with proposed zoning of R2 and requiring assumption of all City indebtedness.

Option 2: Motion to accept Notice of Intent to Annex submitted by Shelley Baxter and Raymond Klebba and Notice of intent to Annex submitted by Nancy White; to be combined into one annexation area and expanding the annexation area per the Option 2 map provided by staff, with proposed zoning of R2 Two-Family Residential and requiring assumption of all City indebtedness.

Option 3. Motion to accept Notice of Intent to Annex submitted by Shelley Baxter and Raymond Klebba and Notice of Intent to Annex submitted by Nancy White; to be combined into one annexation area and expanding the annexation area per the Option 3 map provided by staff, with proposed zoning of R2 Two-Family Residential and Commercial and requiring assumption of all City indebtedness.

Option 4: Motion to accept Notice of Intent to Annex submitted by Shelley Baxter and Raymond Klebba and Notice of Intent to Annex submitted by Nancy White; to be combined into one annexation area and expanding the annexation area per the Option 4 map provided by staff, with proposed zoning of R2 Two-Family Residential and Commercial and requiring assumption of all City indebtedness.

### **Why is it a legislative issue:**

The City council is required to review Notices of Intent to Annex and make a decision as to allow the proposed annexation to move forward procedurally. If the council accepts a Notice of Intent to Annex, the next step for the annexation proponents is to submit a Petition to Annex to the City.

### **Explanation of issue:**

1. The City of White Salmon received a "Notice of Intent to Annexation" from Shelley Baxter and Ray Klebba on July 6, 2018.

- A. The proposed annexation involves a two parcels:  
03102475000300, Lot 3 SP 91-17 in NENE; 24-3-10 Cherry Hill Estates (0.51 acres)  
03102475000100, Lot 1 SP 91-17 in NENE; 24-3-10 Cherry Hill Estates (1.59 acres)
  - B. The subject parcel is located off of NW Spring Street (accessed by NW Cherry Hill Road) and is adjacent to city limits.
2. The City of White Salmon received a "Notice of Intent to Annexation" from Nancy White on August 20, 2018.
- A. The proposed annexation involves ten (10) parcels as listed below:  
03111909100200, Lot 2 SP 2009-10 NWNW; 19-3-11 (4.33 acres)  
03111909100100, Lot 1 SP 2009-10 NWNW; 19-3-11 (0.86 acres)  
03111922000700, TLS 44-1, 44-B & 47-A-1 in NWNW; 19-3-11 (0.71 acres)  
03111922000400, Tax Lot 51 less 5-1 in NWNW; 19-3-11 (0.50 acres)  
03111970000200, Lot 2 SP WS-88 NWNW; 19-3-11 (0.15 acres)  
03111970000100, Lot 1 SP WS-88 NWNW; 19-3-11 (0.17 acres)  
03111979000300, Lot 2 BLA 2015-07, 19-3-11 (0.36 acres)  
03111969000700, Lot 1 BLA 2015-07, 19-3-11 (2.26 acres)  
03111969000600, Lot 6 SP 85-10 NWNW; 19-3-11 (0.46 acres)  
03111969000500, Lot 5 SP 85-10 NWNW; 19-3-11 (0.54 acres)
  - B. The subject parcels are located adjacent to NW Spring Street and N Main Avenue and are adjacent to city limits.
3. The attached map labeled City of White Salmon, Spring/Main Option 1 depict the proposed annexations (combined) as submitted by Baxter/Klebba and White.
4. The City zoning for property located adjacent to the proposed areas includes R1 Single-Family Residential, R2 Two-Family Residential, R3 Multi-Family Residential, Commercial and Public. (see attached map for zoning designations)
5. County zoning for the subject parcels located within the proposed annexation includes Residential, Rural Residential R2, Suburban Residential, and Commercial (see attached map for zoning designations).
6. The total assessed valuation of the property to be annexed as proposed by Baxter/Klebba and White is \$2,275,210.
7. All but one parcel is listed as having improvements.
8. The subject area has access to city water and city wastewater with improvements to the infrastructure.
9. The proposed annexation is being submitted to the City under the "Sixty Percent Petition Method" RCW 34A.14, Annexation by Code Cities process.
- A. RCW 35A.14.120 requires the city council to set a date for a meeting with the initiating parties to determine the following:
    - 1) Whether the city will accept, reject, or geographically modify the proposed annexation;

- 2) Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
  - 3) Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed. (The City currently has no existing General Obligation debt.)
- B. Council acceptance of a Notice of Intent to Annex is a condition precedent to the circulation of a petition to annex.
  - C. There is no appeal from the council decision.
10. The Annexation Committee met to review the proposed Notices of Intent to Annex and have identified four options for the annexation area.
- Option 1: Combine the two annexation areas as submitted by Baxter/Klebba and White into one annexation area. Proposed zoning would be R2 Two-Family Residential.
- Option 2: Combine the two annexation areas as submitted by Baxter/Klebba and White into one annexation area and adding 2 parcels to the area as identified in map titled City of White Salmon Spring/Main Option 2 and table titled City of White Salmon Spring/Main Option 2 Properties.
- Option 3: Combine the two annexation areas as submitted by Baxter/Klebba and White into one annexation area and adding 8 parcels to the area as identified in map titled City of White Salmon Spring Main Option 3 and table titled City of White Salmon Spring/Main Option 3 Properties.
- Option 4: Combine the two annexation areas as submitted by Baxter/Klebba and White into one annexation area and adding 27 parcels to the area as identified in map titled City of White Salmon Spring Main Option 4 and table titled City of White Salmon Spring/Main Option 4 Properties.
11. To proceed with annexation, if the city council approves a Notice of Intent to Annex, the proponents of the annexation must then submit a Petition to Annex that includes signatures of property owners of property that equals 60% or more in assessed valuation of the total assessed valuation of the area to be annexed.
- Option 1 has an assessed valuation of \$2,275,210. 60% of the assessed valuation is \$1,365,126.
- Option 2 has an assessed valuation of \$2,278,730. 60% of the assessed valuation is \$1,637,238
- Option 3 has an assessed valuation of \$3,966,170. 60% of the assessed valuation is \$2,379,702.
- Option 4 has an assessed valuation of \$7,042,420. 60% of the assessed valuation is \$4,225,452.
12. When the property is annexed into the city limits, the city is required to do a population census county within the area annexed.

13. This area is already partially served by city police and fire through mutual aid response.
  14. The city must identify proposed zoning for the subject areas. The proposed zoning for the subject area by option is identified in attached proposed zoning maps labeled Option 1 through Option 4.
- 

**Budget:**

There is no immediate impact on the city's budget. If the property is annexed, it will be assessed at the city's property tax levy.

The city will need to conduct a population of the area if it is annexed into the city.

Water and sewer services may need to be extended in some area to fully serve the

**Staff and Annexation Committee Recommendation:**

Annexing any one of the four options would provide additional land for future housing development. The city has had inquiries about possible two-family and multi-family housing development within the boundaries of all four options.

It is possible that if the city council moved forward with the annexation as proposed, additional annexations within the larger boundaries could be submitted to the city in the near future. The city would then have to do additional work when the work could be combined in addressing the area as one annexation as proposed in option 4.

Staff and the annexation committee recommends the city council accept the proposed annexations and expand the area to be annexed as proposed in option 4 with the proposed zoning identified for the option 4 area and requiring assumption of city indebtedness (at the present time there is none). Staff and the annexation committee recognizes that additional work will be required of the proponents. However, the information provided in this Agenda Memo will help the proponents determine how to achieve obtaining signatures of property owners equating to 60% of the assessed valuation.

**City of White Salmon  
Spring/Main Option 1 Properties**

<b>Parcel Number</b>	<b>Acres</b>	<b>Assessed Valuation</b>
03111909100200	4.33	\$ 117,730.00
03111909100100	0.86	\$ 408,130.00
03111922000700	0.71	\$ 239,460.00
03102475000100	1.59	\$ 172,800.00
03102475000300	0.51	\$ 141,270.00
03111969000600	0.46	\$ 202,230.00
03111969000500	0.54	\$ 267,350.00
03111969000700	2.26	\$ 279,350.00
03111922000400	0.50	\$ 215,630.00
03111970000300	0.39	\$ 80,200.00
03111970000200	0.15	\$ 126,060.00
03111970000100	0.17	\$ 25,000.00
		<u>\$ 2,275,210.00</u>
	60%	\$ 1,365,126.00

**City of White Salmon  
Spring/Main Option 2 Properties**

<b>Parcel Number</b>	<b>Acres</b>	<b>Assessed Valuation</b>
03102475000400	7.93	\$ 120,610.00
03111909100200	4.33	\$ 117,730.00
03111909100100	0.86	\$ 408,130.00
03111922000700	0.71	\$ 239,460.00
03102475000100	1.59	\$ 172,800.00
03102475000300	0.51	\$ 141,270.00
03102475000200	0.57	\$ 332,910.00
03111969000600	0.46	\$ 202,230.00
03111969000500	0.54	\$ 267,350.00
03111969000700	2.26	\$ 279,350.00
03111922000400	0.50	\$ 215,630.00
03111970000300	0.39	\$ 80,200.00
03111970000200	0.15	\$ 126,060.00
03111970000100	0.17	\$ 25,000.00
		<b>\$ 2,728,730.00</b>
	60%	<b>\$ 1,637,238.00</b>



**City of White Salmon  
Spring/Main Option 3 Properties**

<b>Parcel Number</b>	<b>Acres</b>	<b>Assessed Valuation</b>
03102417000200	0.52	\$ 194,130.00
03102417000100	0.56	\$ 104,200.00
03102417000300	0.65	\$ 118,990.00
03102417000400	0.64	\$ 313,440.00
03102411000100	0.63	\$ 120,280.00
03111922000200	1.99	\$ 386,400.00
03102475000400	7.93	\$ 120,610.00
03111909100200	4.33	\$ 117,730.00
03111909100100	0.86	\$ 408,130.00
03111922000700	0.71	\$ 239,460.00
03102475000100	1.59	\$ 172,800.00
03102475000300	0.51	\$ 141,270.00
03102475000200	0.57	\$ 332,910.00
03111969000600	0.46	\$ 202,230.00
03111969000500	0.54	\$ 267,350.00
03111969000700	2.26	\$ 279,350.00
03111922000400	0.50	\$ 215,630.00
03111970000300	0.39	\$ 80,200.00
03111970000200	0.15	\$ 126,060.00
03111970000100	0.17	\$ 25,000.00
		<b>\$ 3,966,170.00</b>
	60%	<b>\$ 2,379,702.00</b>

**City of White Salmon  
Spring/Main Option 4 Properties**

<b>Parcel Number</b>	<b>Acres</b>	<b>Assessed Valuation</b>
03102417000200	0.52	\$ 194,130.00
03102417000100	0.56	\$ 104,200.00
03111908480100	1.26	\$ 212,330.00
03102417000300	0.65	\$ 118,990.00
03102417000400	0.64	\$ 313,440.00
03102411000100	0.63	\$ 120,280.00
03111922000200	1.99	\$ 386,400.00
03102475000400	7.93	\$ 120,610.00
03111909100200	4.33	\$ 117,730.00
03111909100100	0.86	\$ 408,130.00
03111922000700	0.71	\$ 239,460.00
03111908480300	8.17	\$ 121,250.00
03111995000200	0.99	\$ 243,290.00
03111900009800	N/A	N/A
03102475000100	1.59	\$ 172,800.00
03102475000300	0.51	\$ 141,270.00
03102475000200	0.57	\$ 332,910.00
03111969000600	0.46	\$ 202,230.00
03111969000500	0.54	\$ 267,350.00
03111969000700	2.26	\$ 279,350.00
03111922000400	0.50	\$ 215,630.00
03111970000300	0.39	\$ 80,200.00
03111970000200	0.15	\$ 126,060.00
03111970000100	0.17	\$ 25,000.00
03111900009900	3.34	N/A
03111971012200	3.00	\$ 234,560.00
03111971010100	N/A	\$ 146,280.00
03111971010200	N/A	\$ 186,580.00
03111971011700	0.57	\$ 298,900.00
03111971011500	0.29	\$ 258,680.00
03111971011300	0.29	\$ 230,450.00
03111950000200	1.00	\$ 253,330.00
03111950000100	1.00	\$ 122,030.00
03111971010700	1.00	\$ 166,560.00
03111971010800	0.14	\$ 143,190.00
03111971010900	2.00	\$ 159,080.00
03111971011100	0.14	\$ 115,030.00
03111971011200	1.00	\$ 149,480.00
03111922000500	0.19	\$ 35,230.00
		<u>\$ 7,042,420.00</u>
	60%	\$ 4,225,452.00

## White Salmon Zoning

- MPUD Multi Family Planned Unit Development Overlay
- PUD Planned Unit Development Overlay
- RL Single Family Large Lot Residential
- R-1 Single Family Residential
- R-2 Two-Family Residential
- R-3 Multi-Family Residential
- MHR Mobile Home Residential
- C Commercial
- RD Riverfront District
- PU Public

Digitized from City of White Salmon Zoning Map

## Klickitat County Zoning

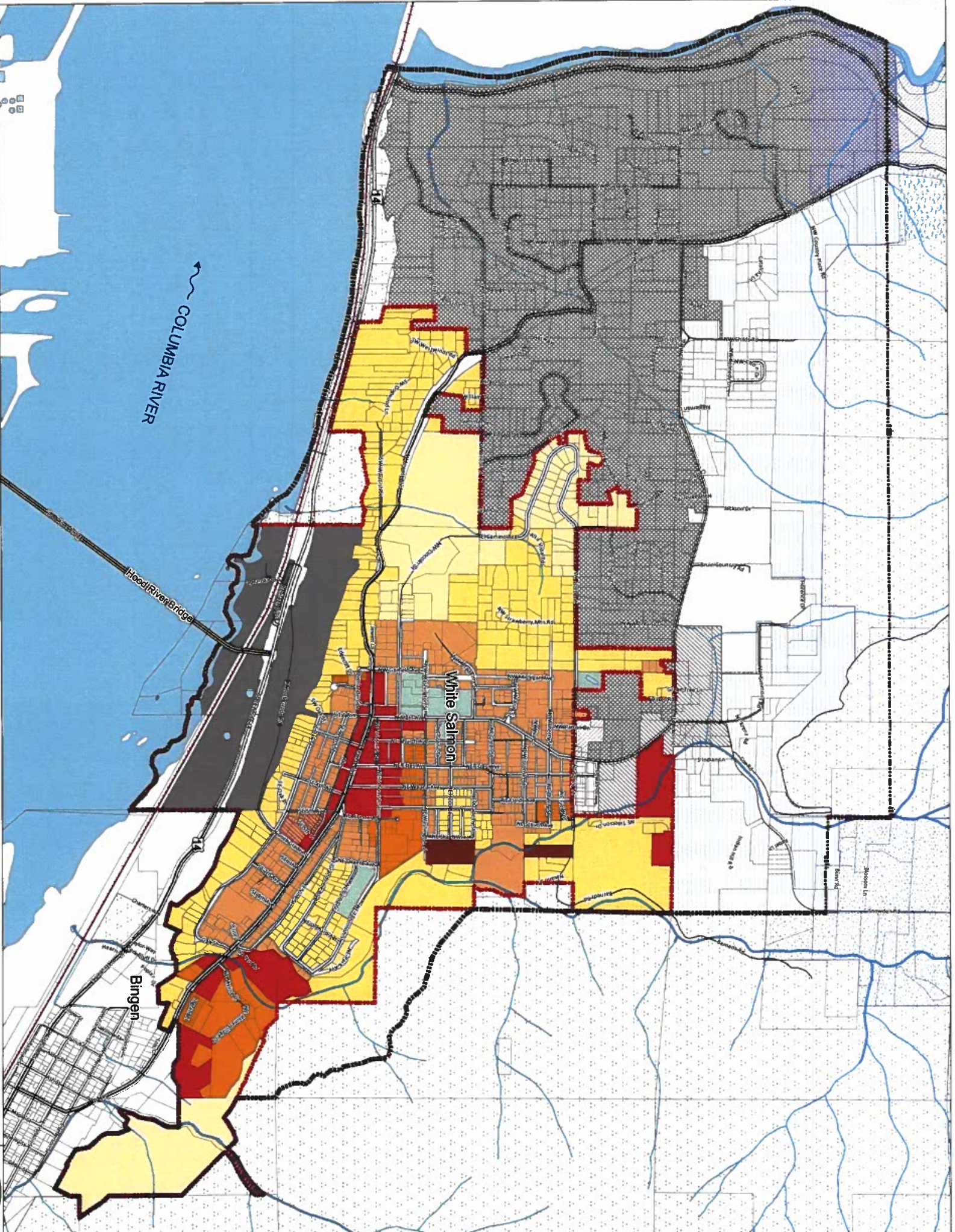
- Extensive Agriculture
- Forest Resource
- General Commercial
- General Rural
- Industrial Park
- Open Space
- Public
- Residential
- Resource Lands
- Rural Residential 1
- Rural Residential 2
- Suburban Residential

Source: Klickitat County GIS

## Map Symbols

- White Salmon City Limits
- White Salmon Urban Area
- Parcel Lines
- Water Bodies
- Roads
- Bridge
- City: County: Other Govt
- Private
- State
- railroad

0 500 1,000 2,000 Feet

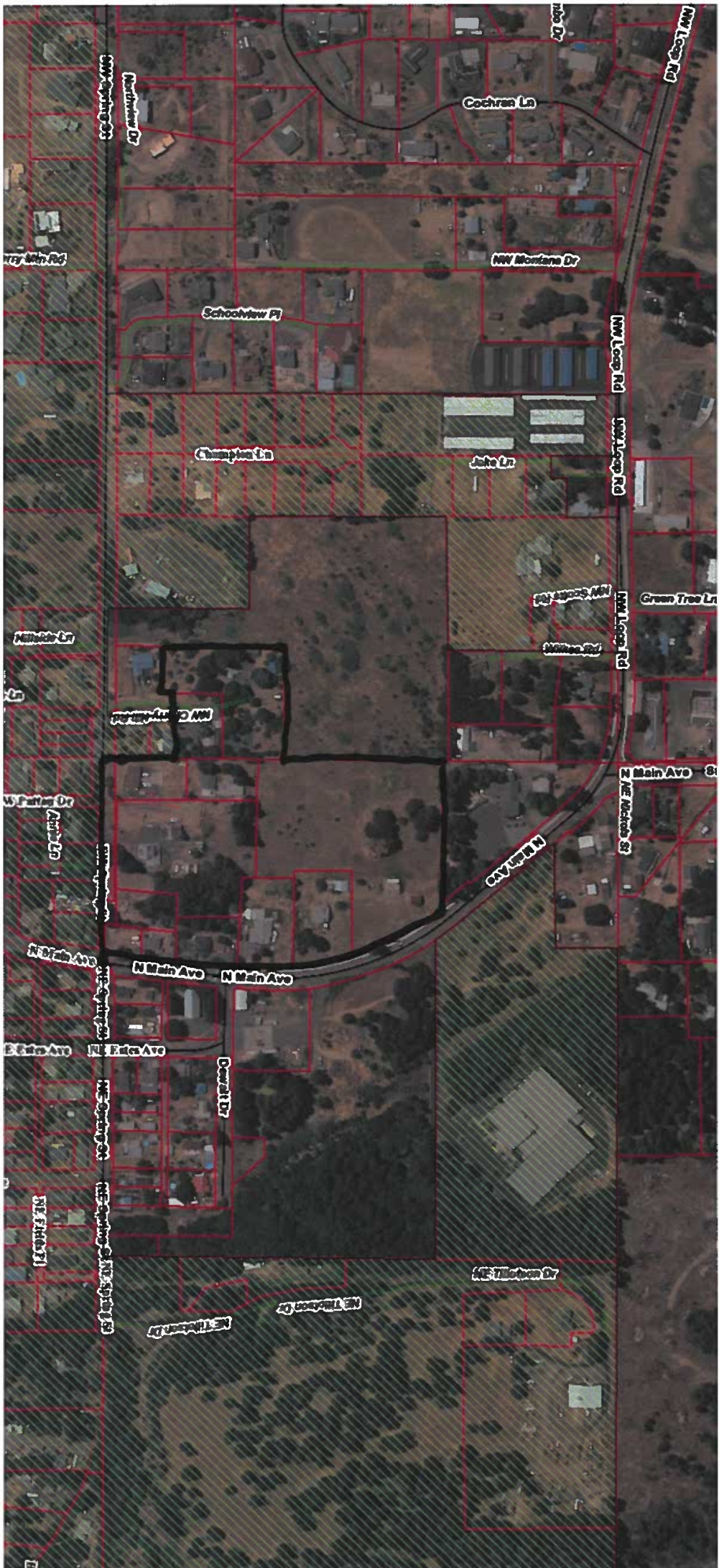


## White Salmon Zoning Map

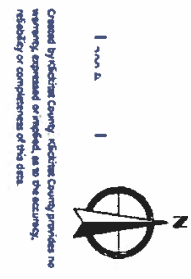
Approval Date: 02 March 2016



**City of White Salmon**  
Spring/Main Option 1

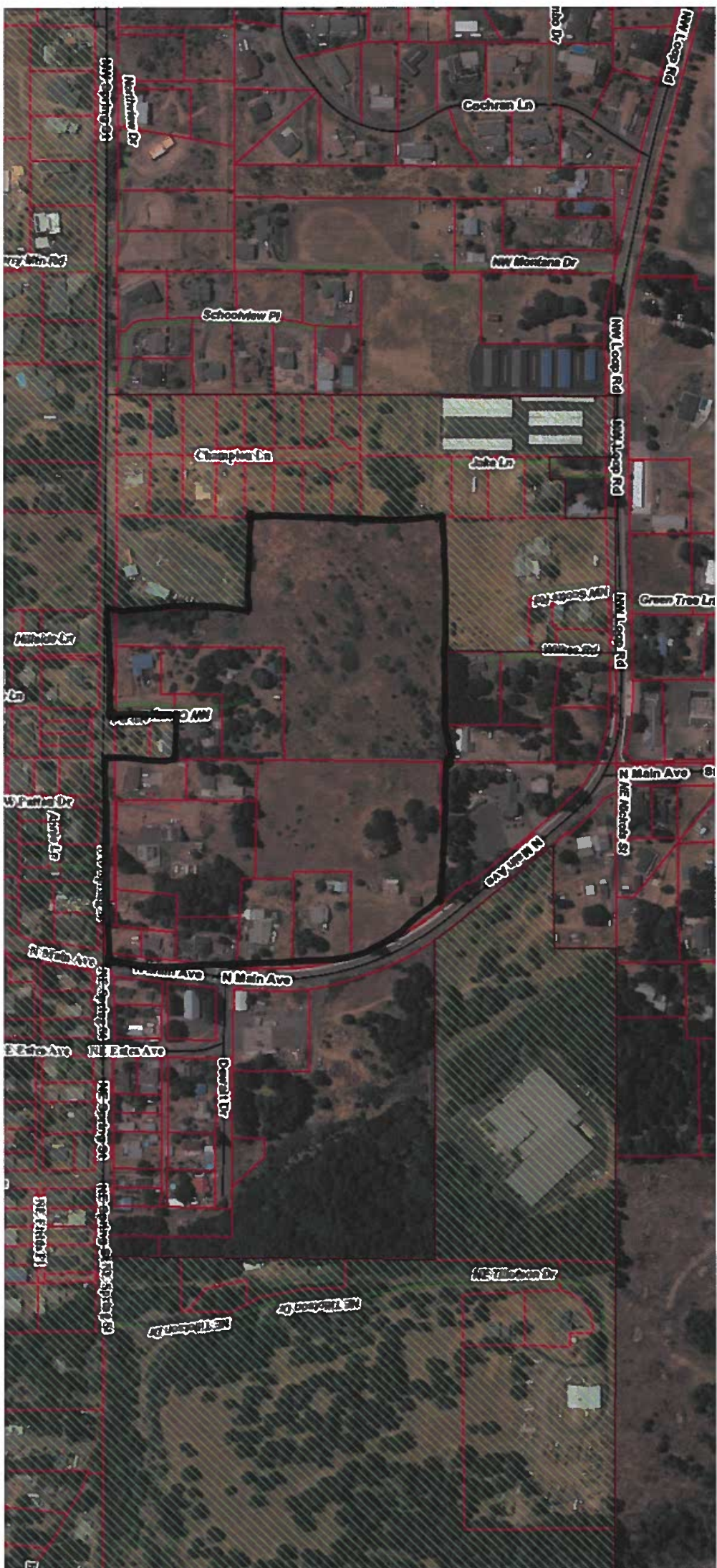


- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State
  - Parcels



Created by Jackson County, Jackson County provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of the data.

City of White Salmon  
Spring/Main Option 2

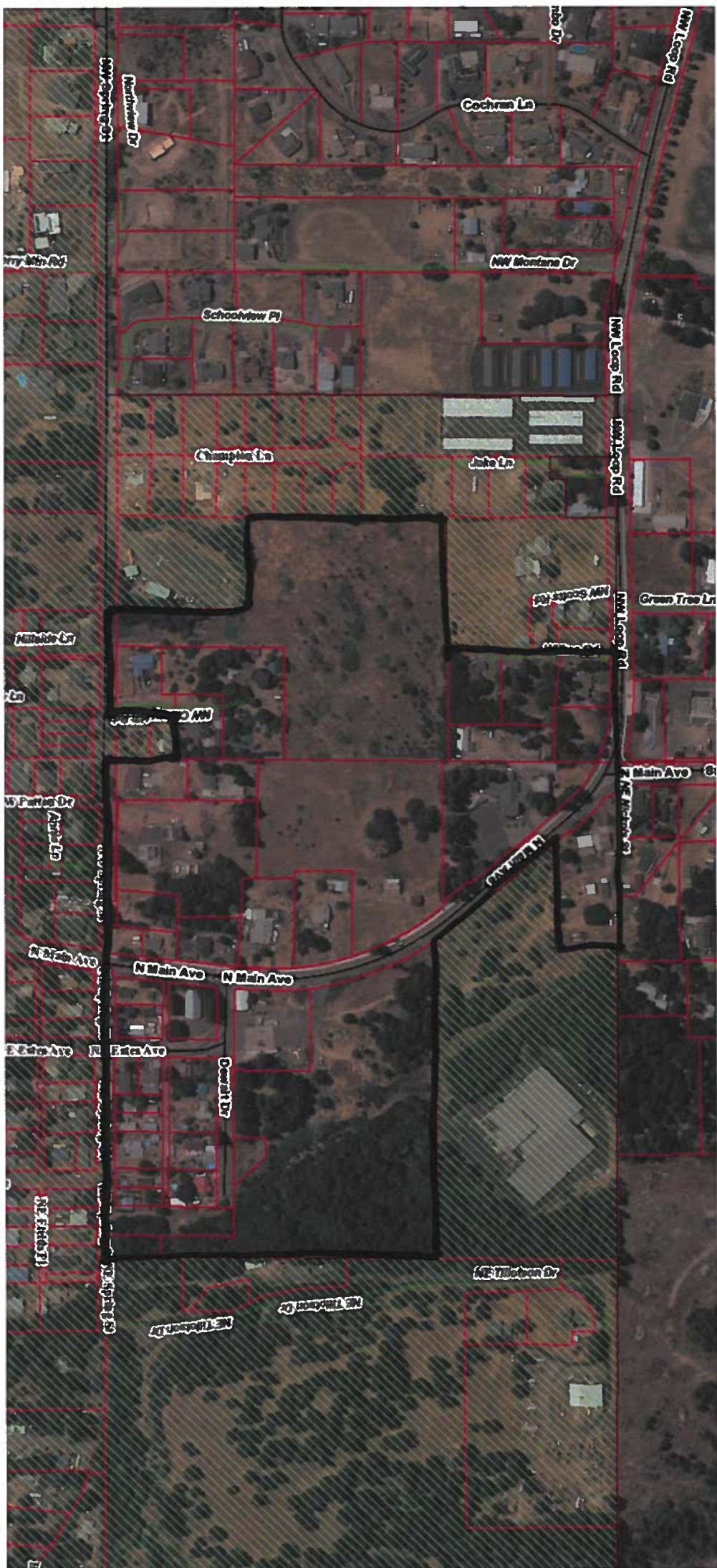


- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State
  - Parcels

Created by Jackson County, Jackson County provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of the data.



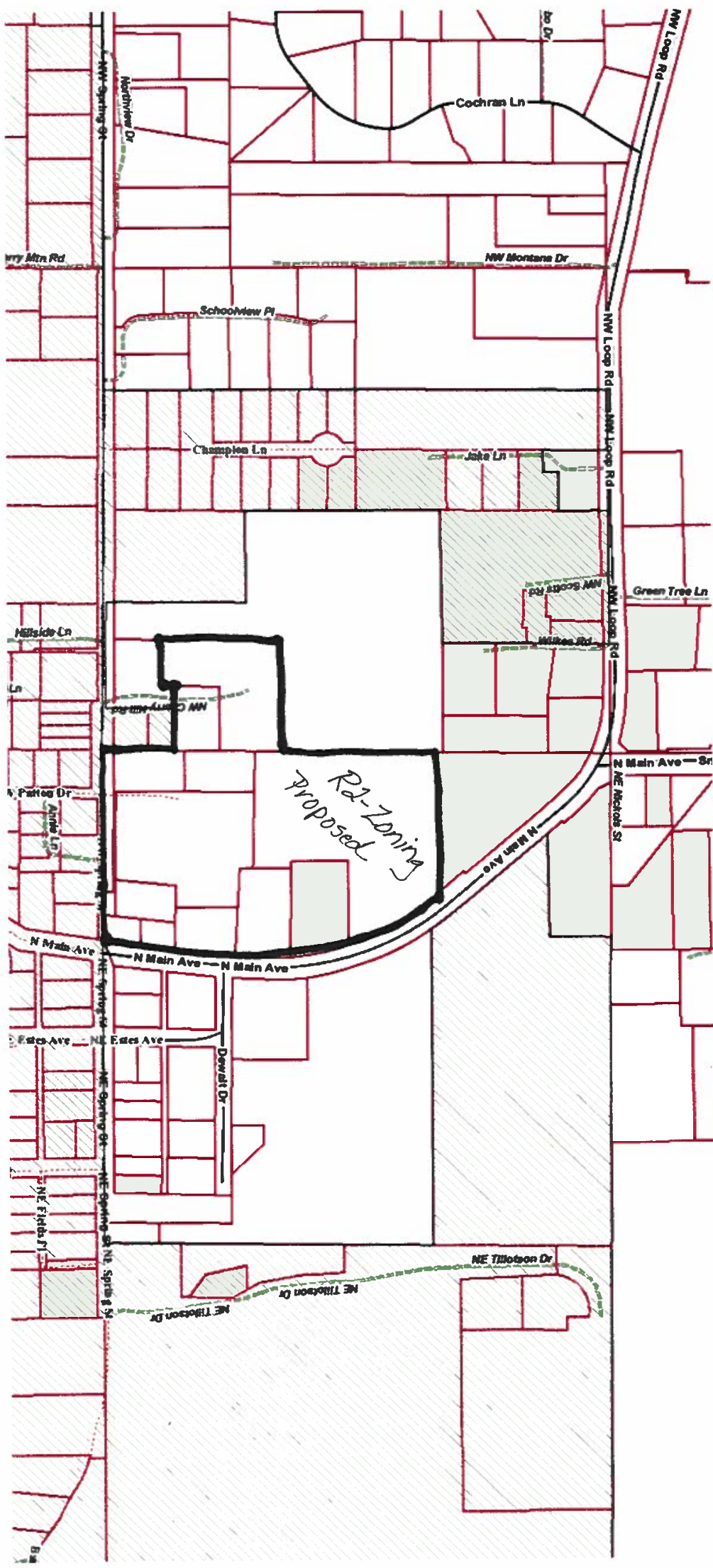
**City of White Salmon**  
Spring/Main Option 4



- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State
  - Parcels

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**City of White Salmon**  
 Spring/Main Option 1 - Proposed Zoning



- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State
  - Parcels

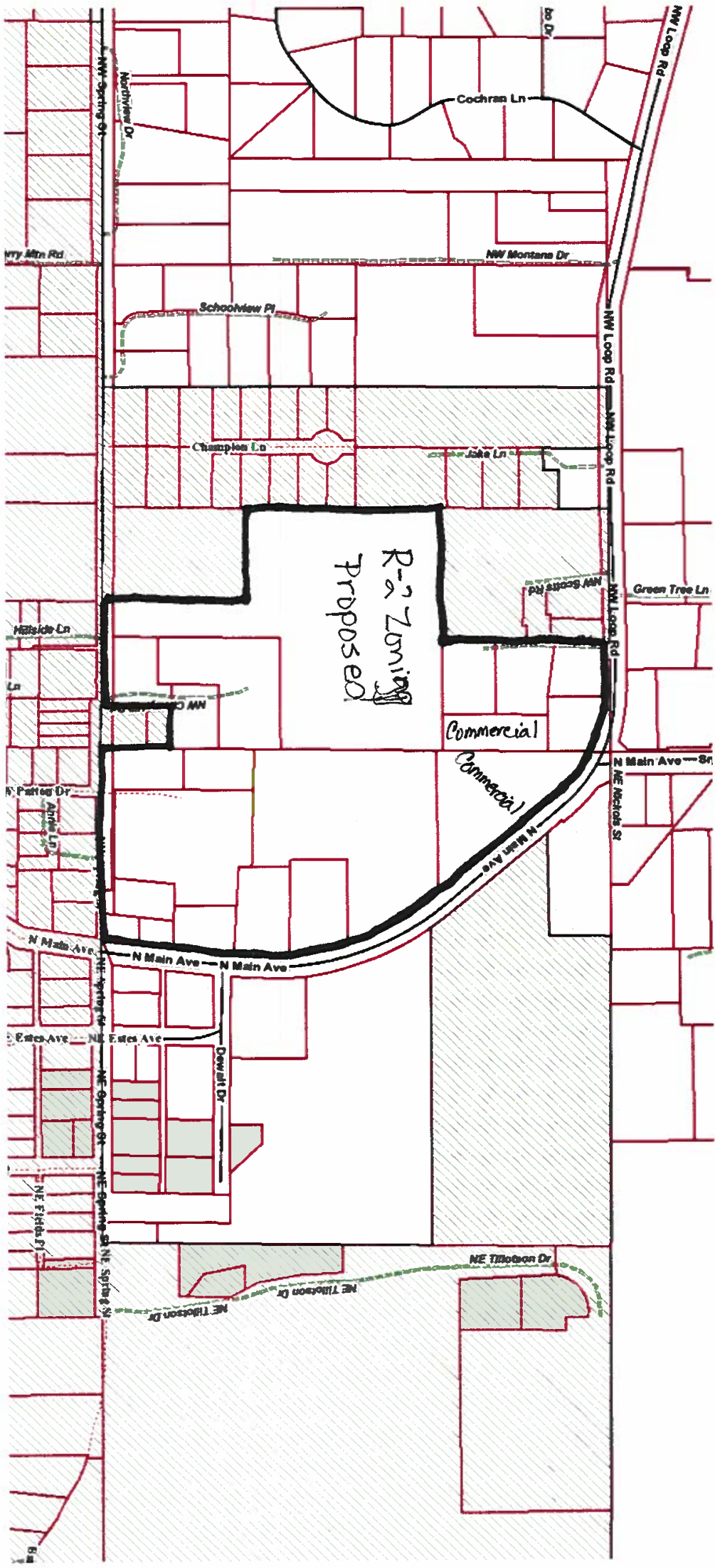
1" = 1000'

Created by White Salmon County. White Salmon County provides no warranty for the accuracy of the information shown on this map. The accuracy of the information is the responsibility of the user.





**City of White Salmon**  
**Spring/Main Option 3 - Proposed Zoning**

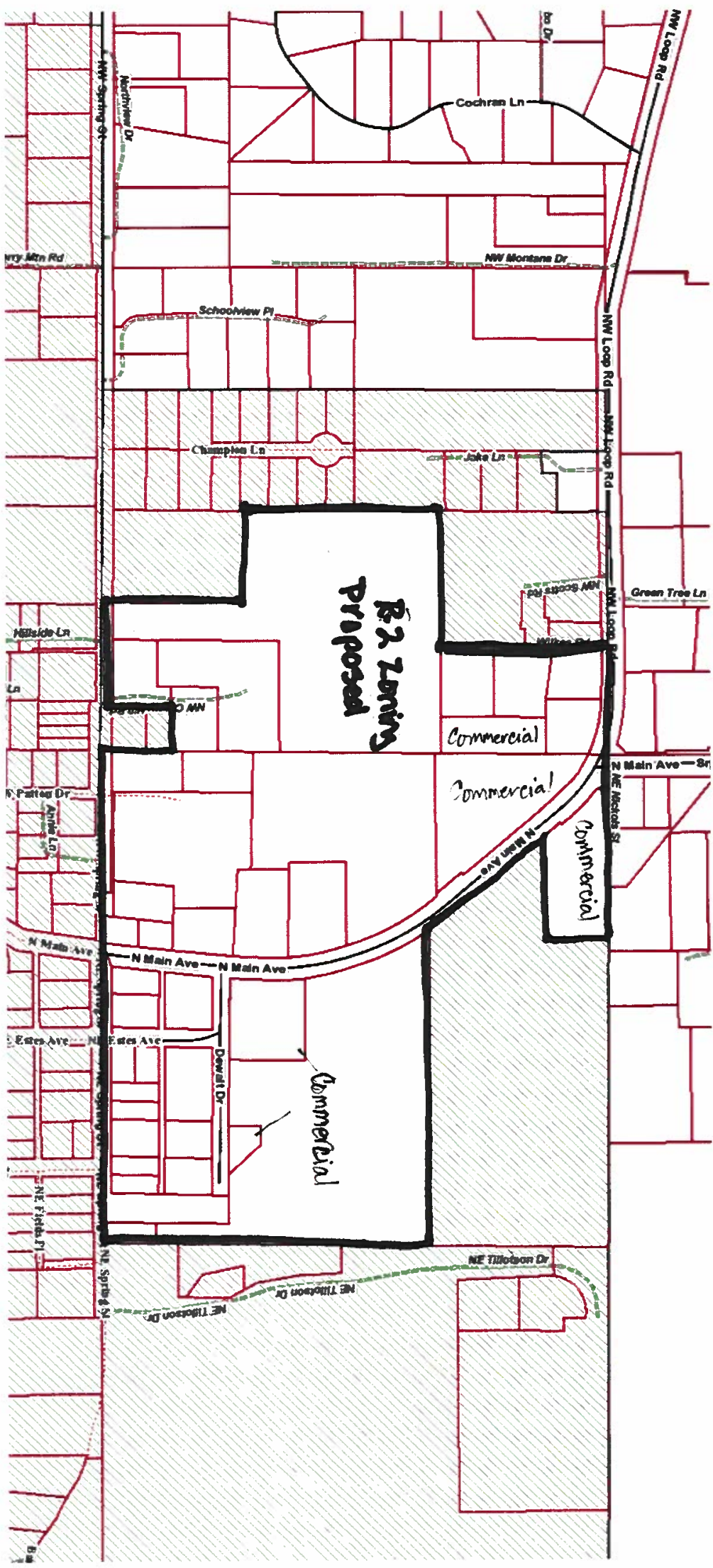


- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Parcels
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State

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**City of White Salmon**  
 Spring/Main Option 4 - Proposed Zoning



- Legend**
- County Boundary
  - Towns (Points)
  - City Limits
  - Roads
    - City
    - County
    - Other Govt
    - Private
    - State
  - Parcels



Created by: [unclear] County, [unclear] County provides no warranty, express or implied, as to the accuracy, reliability or completeness of the data.

CHECKED JUL 08 2018

Shelley Baxter

509-637-4500

**NOTICE OF INTENT  
TO ANNEXATION**

**TO:** The City Council  
City of White Salmon  
PO Box 2139  
White Salmon, WA 98672-2139  
(509) 493-1133

Ray Klebba

509-637-4393

WE, the undersigned representing legal ownership of not less than ten percent (10%) of the acreage and real property of the area legally described in Exhibit "A" and as presented in map Exhibit "B" attached hereto, lying contiguous to the City of White Salmon, Washington, by our signatures affixed hereto, request that City Council accept this instrument of notice to serve as our intention to commence Annexation proceedings of said real properties into the City of White Salmon.

It is our understanding that City Council will set a date for a meeting with the initiating parties, which may occur no later than sixty (60) days after the filing of said Notice of Intent, for the purpose to:

- Accept the Annexation as proposed;
- Geographically modify the proposed Annexation (and accept the proposed Annexation as modified); or
- Reject the Annexation.

By accepting a proposed Notice of Intent to Annexation, the decision to accept merely allows the Annexation to go forward procedurally, and is not a commitment of the City Council to ultimately annex the territory proposed at such time a sufficient petition is presented.

In accepting the Notice of Intent for proposed Annexation the City Council also must decide:

- Whether it will propose a zoning regulation for the area proposed for Annexation, and;
- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be Annexed.

Further, it is our understanding that should the City Council decide to require either or both of the above, that decision will be reflected in the meeting minutes of record.

Upon City Council's acceptance of the Notice of Intent for the proposed Annexation, the initiating parties may draft and circulate a formal Petition for Annexation (available at the City Planning Department) which, upon completion and submittal of

Notice of Intent to Annex Form

all required appurtenances thereto, the City Clerk/Treasurer will determine the sufficiency thereof and prepare a Staff Report of the findings and recommendations to the City Council regarding the Petition For Annexation and its compliance with RCW 35A.01.040 - Petitions.

If, however, the City Council rejects the proposed Annexation, the initiating parties have no right of appeal.

It is our understanding that procedurally, the Petition For Annexation will be presented to the City Planning Commission at a regularly scheduled public meeting for their consideration and recommendation to the City Council.


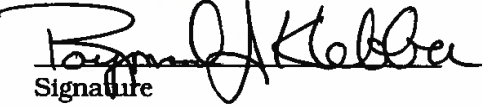
The City Council will set a date and location for the Public Hearing at which time it will act to:

- > Approve the Petition For Annexation, or;
- > Reject the Petition For Annexation

Upon acceptance of this Notice of Intent To Annexation it shall be the responsibility of the parties to said "notice" to file a formal Petition For Annexation with the City Council through the office of the Director of Finance. (Petitions For Annexation are available at the Planning Department or Finance Department at City Hall.)

**PROPERTY OWNER'S SIGNATURE**

Note: Print name and sign your Name, Address and Legal Date

Owner(s) Name	Address	Date
 Signature	1006 N.W. Cherry Hill Rd White Salmon 98672	6/6/2018
Shelley S Baxter Name		
 Signature	1006 N.W. Cherry Hill Rd White Salmon 98672	6/6/2018
Raymond J. Klebba Name		

Notice of Intent to Annex Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

For additional information call, write or visit City Hall at 100 N. Main, PO Box 2139,  
White Salmon, WA 98672 or (509) 493-1133 ext. 205.

Provide Attachments:

- Exhibit "A" - Property Legal Description
- Exhibit "B" - Boundary of Property Proposed for Annexation
- Exhibit "C" - Evidence of Legal Ownership of Property Proposed for Annexation.

Notice of Intent to Annex Form

**Exhibit A- Property Legal Description Klebba/Baxter Annexation Request**

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The following 2 parcels contiguous to the City of White Salmon are to be considered for annexation:

Short Plat No. SP 91-17

NE1/4 NE1/4 Section 24, T.3N.,R. IOE., W.M.

Including lot #1 for 1.59 acres and lot #3 for .51 acres, and excluding lot #2 and lot #4.

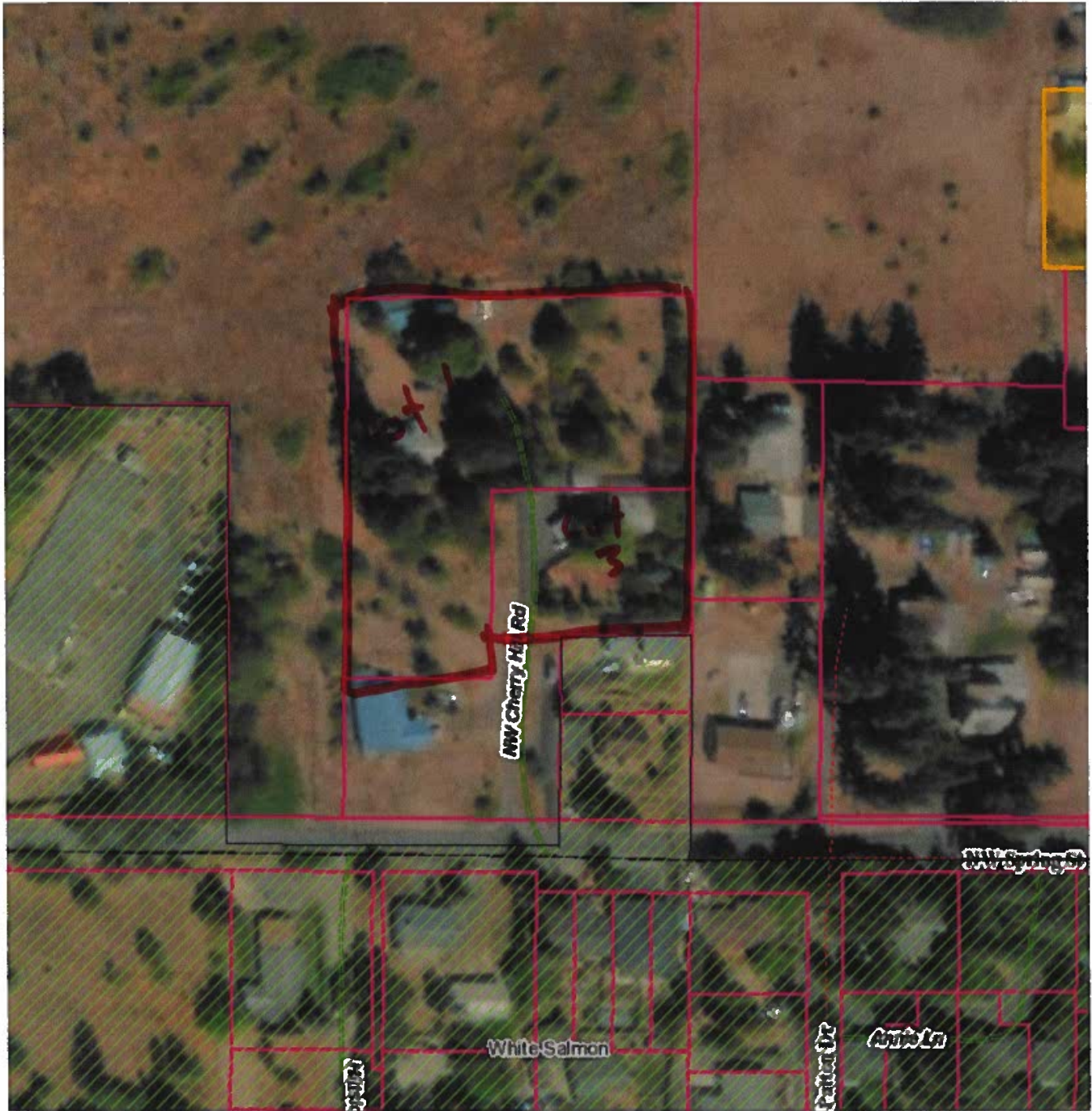




# Klebba/Baxter Property Annexation

2 parcels contiguous to city R2 zone

Exhibit B



## Legend

County Boundary

Towns (Points)

City Limits

Roads

- City
- County
- Other Govt
- Private
- State

Parcels



1,000



Created by Klickitat County. Klickitat County provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

Return To:  
CRESTAR MORTGAGE CORPORATION  
901 SEMMES AVENUE  
RICHMOND, VIRGINIA 23224  
ATTN: MTG 1904

Assessor's Parcel or Account Number:  
03-10-2475-0003/00

Abbreviated Legal Description: LOT 3 CHERRY HILL ESTATES, SP-91-17, BK. 2,  
PG. 112, KCSPP, INNE NE, SEC. 24, TWN. 3 N., R. 10 EWM.

[Include lot, block and plat or section, township and range]

Full legal description located on page

(Space Above This Line For Recording Data)

WSDT/0137703237

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 08, 2000  
The grantor is  
SHELLEY S BAXTER  
RAYMOND J KLEBBA WIFE AND HUSBAND

("Borrower"). The trustee is WASHINGTON ADMINISTRATIVE SERVICES, INC

("Trustee"). The beneficiary is CRESTAR MORTGAGE CORPORATION

which is organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA whose  
address is 901 SEMMES AVENUE, RICHMOND, VA 23224

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FOURTEEN THOUSAND AND 00/100

Dollars (U.S. \$ 114,000.00 ). This debt is evidenced by Borrower's note dated the same

WASHINGTON -Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

6R(WA) (9701) Form 3048 9/90

Amended 5/91

B1006R1WA (1/99)

Page 1 of 8

Initials: \_\_\_\_\_

VMPMORTGAGEFORMS - (800)521-7291



AFTER RECORDING MAIL TO:  
SHELLEY S. BAXTER  
PO BOX 578  
WHITE SALMON, WA 98672



**1016550**  
Page: 1 of 2  
03/13/2000 02:11P  
Klickitat Co.

COLUMBIA TITLE COMPANY 7

REAL ESTATE TAX  
ON 11 Nov. 1999  
\$1836.00 has been paid  
064466 Date MAR 13 2000  
Klickitat County Treasurer  
*M. J. Mickelson*

Filed for Record at Request of  
Columbia Title Company  
Escrow Number: 12414

**Statutory Warranty Deed**

Grantor(s): VALERIE KELLY  
Grantee(s): SHELLEY S. BAXTER, RAYMOND J. KLEBBA  
Abbreviated Legal: LOT 3 CHERRY HILL ESTATES SP-91-17, WA  
Additional legal(s) on page: 2  
Assessor's Tax Parcel Number(s): 03-10-2475-0003/00

THE GRANTOR VALERIE KELLY, as her separate estate  
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION  
in hand paid, conveys and warrants to SHELLEY S. BAXTER and RAYMOND J. KLEBBA, ~~husband~~  
~~and wife~~ wife and husband  
the following described real estate, situated in the County of KLICKITAT , State of Washington:  
See Attached Exhibit A

Dated this 10 day of March, 2000  
By Valerie Kelly By \_\_\_\_\_  
VALERIE KELLY  
By \_\_\_\_\_ By \_\_\_\_\_

STATE OF WASHINGTON }  
County of KLICKITAT } SS:

I certify that I know or have satisfactory evidence that VALERIE KELLY  
is the person who appeared before me, and said person acknowledged that she  
signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes  
mentioned in this instrument.

Dated: March 10, 2000  
Wendy Holtmann  
Wendy Holtmann  
Notary Public in and for the State of WASHINGTON  
Residing at WHITE SALMON  
My appointment expires: 11/19/2002





Deed Of Reconveyance

KNOW ALL MEN BY THESE PRESENTS, that the undersigned trustee or successor trustee or successor trustee by merger, under that certain Trust Deed executed by Grantor(s),

Raymond J. Klebba and Shelley S. Baxter and in which Cynthia Mayo is named as beneficiary,

Dated: December 26, 2003

Recorded December 26, 2003

In Instrument No: 1043133, Klickitat County Records, conveying real property situated in said county and described as follows:

(SEE TRUST DEED)

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

Dated: June 3, 2017

AMERITITLE

By: Barry Robinson Assistant Secretary

STATE OF OREGON ) ) ss COUNTY OF Douglas )

This foregoing instrument was acknowledged before me on 6.9.2017 by Barry Robinson, Assistant Secretary of AmeriTitle, Inc., dba AmeriTitle.

Notary Public for Oregon My commission expires: 12.15.2020



RC17133

After recording, return to: AmeriTitle, Inc. Attn: Kim Shapro CE#55003895 PO Box 1609 Roseburg, OR 97470

Reference: BARBIE

1124012 RECON 06/15/2017 08:51 AM Page: 1 of 1 Fees: 73.00 Brenda Sorensen County Auditor, Klickitat County WA

ORDOR

Rec. 8/29/2018  
JD

**NOTICE OF INTENT  
TO ANNEXATION**

**TO:** The City Council  
City of White Salmon  
PO Box 2139  
White Salmon, WA 98672-2139  
(509) 493-1133

WE, the undersigned representing legal ownership of not less than ten percent (10%) of the acreage and real property of the area legally described in Exhibit "A" and as presented in map Exhibit "B" attached hereto, lying contiguous to the City of White Salmon, Washington, by our signatures affixed hereto, request that City Council accept this instrument of notice to serve as our intention to commence Annexation proceedings of said real properties into the City of White Salmon.

It is our understanding that City Council will set a date for a meeting with the initiating parties, which may occur no later than sixty (60) days after the filing of said Notice of Intent, for the purpose to:

- Accept the Annexation as proposed;
- Geographically modify the proposed Annexation (and accept the proposed Annexation as modified; or
- Reject the Annexation.

By accepting a proposed Notice of Intent to Annexation, the decision to accept merely allows the Annexation to go forward procedurally, and is not a commitment of the City Council to ultimately annex the territory proposed at such time a sufficient petition is presented.

In accepting the Notice of Intent for proposed Annexation the City Council also must decide:

- Whether it will propose a zoning regulation for the area proposed for Annexation, and;
- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be Annexed.

Further, it is our understanding that should the City Council decide to require either or both of the above, that decision will be reflected in the meeting minutes of record.

Upon City Council's acceptance of the Notice of Intent for the proposed Annexation, the initiating parties may draft and circulate a formal Petition for Annexation (available at the City Planning Department) which, upon completion and submittal of

Notice of Intent to Annex Form

all required appurtenances thereto, the City Clerk/Treasurer will determine the sufficiency thereof and prepare a Staff Report of the findings and recommendations to the City Council regarding the Petition For Annexation and its compliance with RCW 35A.01.040 – Petitions.

If, however, the City Council rejects the proposed Annexation, the initiating parties have no right of appeal.

It is our understanding that procedurally, the Petition For Annexation will be presented to the City Planning Commission at a regularly scheduled public meeting for their consideration and recommendation to the City Council.


The City Council will set a date and location for the Public Hearing at which time it will act to:

- Approve the Petition For Annexation, or;
- Reject the Petition For Annexation

Upon acceptance of this Notice of Intent To Annexation it shall be the responsibility of the parties to said "notice" to file a formal Petition For Annexation with the City Council through the office of the Director of Finance. (Petitions For Annexation are available at the Planning Department or Finance Department at City Hall.)

**PROPERTY OWNER'S SIGNATURE**

Note: Print name and sign your Name, Address and Legal Date

Owner(s) Name	Address	Date
<small>DocuSigned by:</small>  _____ <small>Signature</small>	_____	7/11/2018 5:30:40 PM PDT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Notice of Intent to Annex Form

be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

**WARNING:** Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

**PRAYER OF PETITION:** (1) Annexation of area described in Exhibits "A" and "B", and (2) assumption of indebtedness of the City of White Salmon and (3) adoption of the City of White Salmon Comprehensive Plan Zone District identified as: \_\_\_\_\_ as determined by the City as appropriate to the properties of this proposed Annexation.

**OWNER'S SIGNATURES**

Note: Print name and sign your NAME, ADDRESS AND DATE

<u>Husband and Wife</u>	<u>Address</u>	<u>Date</u>
<u>William F. Hunsaker</u> <u>William F. Hunsaker</u>	<u>178 NW Spring St.</u>	<u>8-20-18</u>
<u>Kathy A. Hunsaker</u> <u>Kathy A. Hunsaker</u>	<u>178 NW Spring St.</u>	<u>8-20-18</u>
<u>Danielle E. Gilderhus</u> <u>Danielle E. Gilderhus</u>	<u>139 NW Spring St.</u>	<u>8-20-18</u>
<u>Kathleen A. Gilderhus</u> <u>Kathleen A. Gilderhus</u>	<u>1080 NW Patton Dr</u> <u>White Salmon, WA 98672</u>	<u>8/20/18</u>
<u>Michael J. Gilderhus</u> <u>Michael J. Gilderhus</u>	<u>1080 N.W. PATTON Dr.</u> <u>White Salmon, Wash.</u> <u>98672</u>	<u>8/20/18</u>
<u>Hunsaker Oil Co. Inc</u> <u>William Hunsaker, Pres</u>	<u>1107 N. Main Ave</u>	<u>8/20/18</u>
_____	_____	_____

**ANNEXATION LEGAL DESCRIPTION**

Commencing at the Northwest corner of Section 19, Township 3 North, Range 11 East, Willamette Meridian, Klickitat County, Washington;

Thence Southerly along the West line of Section 19 to the Northwest corner of Lot 2 of Klickitat County Short Plat SPL-2009-10 and the Point of Beginning;

Thence Southerly along the West line of said Lot 2 of SPL-2009-10 to the Northwest corner of Lot 6 of Klickitat County Short Plat Short Plat SP-85-10;

Thence Southerly along the West line of Short Plat SP-85-10 to the Southwest corner of Lot 5 of said Short Plat SP-85-10;

Thence South to the South Right-of-Way of Northwest Spring Street;

Thence Easterly, along said Right-of-Way, to the intersection of the South Right-of-Way of Northwest Spring Street and the West Right-of-Way of North Main Avenue;

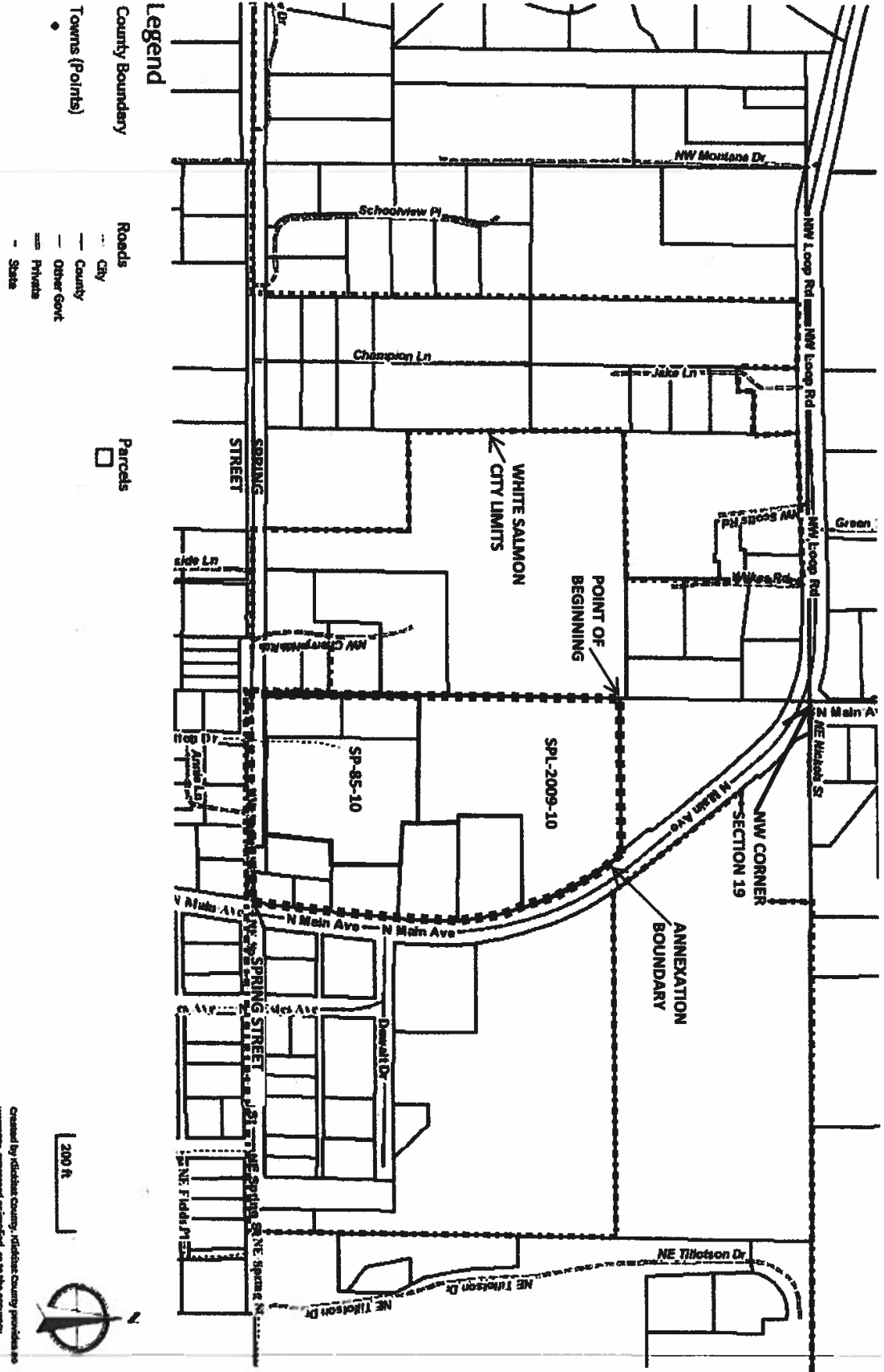
Thence Northerly along the said West right of way of North Main Avenue to the Northeast corner of said Lot 2 of Short Plat SPL-2009-10;

Thence Westerly along the North line of said Lot 2 to the Point of Beginning.

Containing 10.6 Acres, more or less.



# ANNEXATION MAP TO CITY OF WHITE SALMON Area of Interest



Created by Jefferson County, Jefferson County provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.



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**AGENDA MEMO**

Needs Legal Review: Yes  
Council Meeting Date: September 19, 2018  
Agenda Item: Labor Attorney – Terms of Engagement – Menke Jackson Beyer LLP  
Presented By: Pat Munyan, City Administrator

**ACTION REQUIRED:**

Approval of "Terms of Engagement" with Menke Jackson Beyer LLP to provide labor attorney services based on the fee schedule included in the "Terms of Engagement" dated September 13, 2018

**PROPOSED MOTION:**

Move to approve "Terms of Engagement" with Menke Jackson Beyer LLP to provide labor attorney services based on the fee schedule included in the "Terms of Engagement" dated September 13, 2018.

**Why is it a legislative issue:**

The city council must approve agreements, contracts, etc.

**Explanation of issue:**

The City of White Salmon has previously engaged Menke Jackson Beyer LLP to provide labor attorney services on an as needed basis. The proposed "Terms of Engagement" update the agreement with Menke Jackson Beyer LLP.

**Staff Recommendation:**

Staff recommends the city council authorize the mayor to sign the "Terms of Engagement" with Menke Jackson Beyer LLP to provide labor attorney services based on the fee schedule included in the "Terms of Engagement" dated September 13, 2018.

# MENKE JACKSON BEYER, LLP

Attorneys at Law

807 NORTH 39<sup>TH</sup> AVENUE • YAKIMA, WASHINGTON 98902  
(509) 575-0313 • FAX: (509) 575-0351

ANTHONY F. MENKE  
ROCKY L. JACKSON  
KIRK A. ELLIS

KENNETH W. HARPER  
QUINN N. PLANT  
SEANN M. MUMFORD

G. SCOTT BEYER, *Of Counsel*

September 13, 2018

**ATTORNEY-CLIENT**  
**PRIVILEGED & CONFIDENTIAL**  
**COMMUNICATION**

Mayor David Poucher  
CITY OF WHITE SALMON  
P.O. Box 2139  
White Salmon, WA 98672

RE: Terms of Engagement for Providing Services

Dear Mayor Poucher:

Thank you for engaging Menke Jackson Beyer, LLP, to represent the City of White Salmon. We are pleased to have you as a client and look forward to working with you.

This letter and the attached Statement of Terms will govern our engagement. Please review the terms carefully and, if you have any questions or concerns about them, please contact me to discuss them. Except for the recitations as to the scope of representation, the attorneys responsible for that representation and our hourly rates, the terms of this letter and the attached Statement of Terms will also apply to all future matters in which we represent you.

**Scope of Representation.** You have engaged us to represent the city in connection with various matters you choose to forward to us for handling. Our services will be limited to providing the foregoing representation and will not extend to the city's general business, personal, or legal affairs, or to any other aspect of its activities. The city understands and agrees that our receipt or use of confidential or other information from it or anyone else in the course of this representation will not give rise to any expectation by the city that we will render any other advice or services.

**Responsibility.** The attorneys and paralegals of our firm have extensive experience in a variety of legal specialties and disciplines. We assign work to the person best suited to perform it, with the goal of creating the best quality product on the most cost-effective basis. At all times, however, I will remain responsible and accountable to you. The law firm reserves the right to assign some aspects of the legal projects to other partners or associate attorneys. If you have any question or concern about our staffing or provision of services to you, please do not hesitate to contact me (509-575-0313).

Mayor David Poucher  
CITY OF WHITE SALMON  
September 13, 2018  
Page 2

**Fees.** As the attached statement explains in more detail, our fees are ordinarily based on the hourly rates for attorneys and others who work on a matter. These rates are reset from time to time, usually at the beginning of each year, with changes reflected in the following month's billing statement. My current hourly rate is \$180.00. Rates for attorneys in the firm currently range from \$175.00 to \$225.00 per hour, while the rates for paralegals currently range from \$75.00 to \$100.00 per hour. Travel time is billed at the hourly rate and billings are based on a one-quarter (1/4) hour minimum.

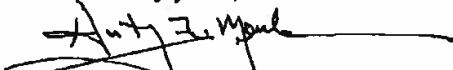
**Invoices.** As explained in the attached statement, we will bill you monthly and request payment upon receipt. We reserve the right to charge interest on unpaid invoices. If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and requirements, cease performing services until satisfactory arrangements have been made.

**Document Retention.** Please note that at the conclusion of the engagement, you may request the return of original records you have provided to us, and of original records we have created for you. If you request additional materials or a copy of your entire file, you agree to pay our reasonable copying expenses. Materials associated with this matter that are not returned may be destroyed in accordance with our file retention policy.

**Agreement.** Our policy is that we cannot begin work on this engagement until we have received a copy of this letter countersigned by you. Accordingly, if the terms meet your approval, please sign and return the enclosed copy to me upon receipt. If you ask us to start work before then, we will be happy to do so, but will consider that request as your agreement to the terms of this letter and statement.

We appreciate your choice of Menke Jackson Beyer, LLP, to serve your legal needs. As in every engagement we undertake, our goal is to understand your needs, provide the highest quality service and exceed your expectations. We welcome discussion of this letter and encourage you to be frank with us about how best to serve you. Should you ever have any questions about any aspect of our engagement, please do not hesitate to contact me.

Respectfully yours,

  
ANTHONY F. MENKE  
Senior Partner

AFM:tah  
Enclosure

City of White Salmon, by its Mayor, agrees to the above terms of engagement.

---

David Poucher, Mayor

**MENKE JACKSON BEYER, LLP**  
**STATEMENT OF TERMS OF ENGAGEMENT**

In addition to the foregoing letter, the following terms are an important part of our agreement with you and may be modified only if both parties agree in writing. Unless expressly changed, these terms will apply to the matter described in the engagement letter and to future matters in which we represent you. Please review these terms carefully and keep this document and the engagement letter in your files.

**CONFLICTS**

We have examined our internal data to determine whether any conflicts of interest exist that would preclude us from representing you, and have found no such conflicts. Our examination is based upon our existing information and the information you have provided to us. Because circumstances change, both we and you must be continually alert to the development of additional information that may give rise to a conflict. Please call us immediately if you become aware of such information.

**COOPERATION**

We want to provide you the best representation possible. To do so, it is essential that you cooperate with us by providing timely, complete, and accurate responses to our requests for information. In addition, it may be necessary for you to make employees available to discuss issues and to participate in meetings, work sessions, or judicial proceedings related to the matter. We cannot be responsible for the consequences of a failure to cooperate in these respects: not only will it hinder our ability to represent your interests, but it could necessitate our withdrawal from representation.

**CONFIDENCES**

With rare exceptions, ethical rules prevent us from disclosing to persons outside our firm information we have obtained from a client, without first obtaining the client's permission to do so. In many engagements, however, we may work with persons outside our firm who have been retained to perform services on the client's behalf. You agree that in the event such persons are retained on your behalf, we can disclose to such persons information that is, in our judgment, necessary to the performance of their duties and to the representation of your interests. Our effective representation also may require disclosures of information among members of our firm, but we will never make such disclosures unnecessarily.

**CLIENT DEPOSITS**

As a general practice, and consistent with our ethical and fiscal responsibilities, we will deposit any advance deposit in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Washington Supreme Court. The interest accruing on such funds, net of transaction costs, is paid to the Legal Foundation of Washington, which uses it to provide lawyers to persons who cannot afford them. The interest is not taxable to clients. Unless you request otherwise, we will place such deposits into the IOLTA account. If you do request otherwise in writing, and if funds are such that interest would exceed accounting fees and expenses, we will establish a separate trust account for your funds. In that event, interest earned, net of the financial institution's charges, will be deposited in that trust account and taxable to you.

**FEEES**

Our fees will be primarily based on the amount of time spent by lawyers, paralegals, and in some cases, other professionals or law clerks. Fees are determined by multiplying the number of hours worked by the hourly rate of the person performing the work. The rates charged will be those in effect at the time the work is performed. Our rates are based upon an individual's experience and expertise. Our rates are reviewed annually and may be adjusted without notice.

We are often asked to estimate the amount of fees and costs likely to be charged in connection with a particular matter. Whenever possible, we will be happy to furnish such an estimate based on our best professional judgment. However, it is important to understand that any such estimate is not a guaranteed maximum. We generally cannot give maximum fee quotations because it is often not possible to predict exactly how much time and effort will be required. This is especially true in matters involving litigation or negotiation, where factors that are not within our control often affect the ultimate fee.

Each month before a bill is issued, a review is performed to assess the nature and quality of the services performed, and in cases where there is a disparity between the services rendered and the time charged, the bill is adjusted as appropriate. Time charges are not absolutes to which we adhere without

analysis. We may consider factors other than time such as the novelty or complexity of issues and problems encountered, the extent of responsibility involved, the results achieved, the efficiency of our work, and the customary fees for similar legal services in arriving at a fair fee.

#### **COSTS AND DISBURSEMENTS**

A variety of costs may be incurred in the course of our representation of your interests. These may include charges for long distance telephone, delivery or messenger services, faxing, photocopying, travel expenses, filing fees, court reports, transcripts, witness fees, service of process, and the use of other service providers, such as expert witnesses and court reporters. We may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to you.

Any disbursements advanced by our firm are done as a courtesy to the client and to expedite performance--the client is liable for all advanced disbursements. Please note that billing of such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, we may request that you pay expenses directly to a service provider.

#### **PAYMENT OF INVOICES**

Unless otherwise agreed, invoices will be sent monthly reflecting work performed in the previous month, as well as expenses or disbursements incurred on your behalf. Payment is due upon receipt of our invoice, and should be made by check or sent by wired funds to "Menke Jackson Beyer, LLP." If we do not receive questions about the invoice within 30 days from the date of the invoice, we will assume that you have reviewed the invoice and found it in order. Unless otherwise agreed, bills not paid within 30 days shall accrue interest at an annual rate of 9% (or .75% per month). If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to the firm have been made for payment of the account in arrears as well as future fees.

#### **DELINQUENT ACCOUNTS**

Should an account become delinquent, the firm has collection procedures that it will follow to ensure that the account is paid promptly. These collection procedures have been established in fairness to the very high percentage of the firm's clients who pay their bills each month as rendered.

#### **TERMINATION OF REPRESENTATION**

Both you and we have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship, you must notify us immediately of your decision in writing. Your termination of our representation does not eliminate your responsibility to pay for work performed prior to termination.

If we determine that we are no longer able to represent you, we will abide by the applicable Rules of Professional Conduct regarding the withdrawal of representation.

#### **QUESTIONS?**

We encourage you to be frank with us about how best we can serve you. If you have any questions about any aspect of our arrangements, please do not hesitate to discuss them with the attorney responsible for your matter.

---

**MENKE JACKSON BEYER, LLP**  
807 North 39<sup>th</sup> Avenue  
Yakima, Washington 98902



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**AGENDA MEMO**

Needs Legal Review: Yes  
Council Meeting Date: September 19, 2018  
Agenda Item: Leak Adjustment Request – Alejandro Pita  
Presented By: Jan Brending, Clerk Treasurer

**ACTION REQUIRED:**

Approval of Leak Adjustment Request submitted by Alejandro Pita in the amount of \$804.42.

**PROPOSED MOTION:**

Move to approve leak adjustment request submitted by Alejandro Pita in the amount of \$804.42

**Why is it a legislative issue:**

White Salmon Municipal Code 13.06;048 allows the city clerk/treasurer to approve leak adjustment request up to \$500. Council approval is required for all leak adjustment requests over \$500. The calculated adjustment for the Alejandro Pita request is \$804.42

**Explanation of issue:**

See the following documents:

1. Draft Leak Adjustment Request Decision
2. White Salmon Municipal code 13.06.048
3. Request for One Time Reduction in Bill Due to Leakage submitted by Alejandro Pita

**Budget:**

Water receipts will be reduced by \$804.42.

**Staff Recommendation:**

Based on the review of the application submitted by Alejandro Pita, staff recommends the council approve the leak adjustment request submitted by Alejandro Pita in the amount of \$804.42



## City of White Salmon Leak Adjustment Request

**Customer Name:** Alejandro Pita

**Account Number:** 2394

**Service Address:** 801 Panorama Court

**Facts:**

1. The City currently reads meters every other month. Water usage covers a two month period. Meters were read in early July which included usage from May through early July. The meter reading for this time period showed high usage – 461,000 gallons.
2. A letter was mailed to the tenant and property owner regarding the high usage in addition to a memo being added to the utility billing. Utility billing went out on July 30, 2018.
3. The property owner, Alejandro Pita, submitted a leak reduction request dated August 28, 2018.
5. The property owner stated in the leak reduction request that they were notified by city hall on May 31, 2018 that they may have a leak. The leak reduction request stated that a line (30 yards from the house) leading to the irrigation backflow device had burst. The lead reduction request stated that repairs were made on June 1 and 2.
6. Invoicing from Javier Cervas and pictures of the work done were submitted with the leak reduction request. The invoice from Javier Cervas was dated June 2, 2018.

**White Salmon Municipal Code 13.06.048 states:**

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

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, piping or devise being repaired and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.
- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.



- D. Failure by the owner or their tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
- E. Depending on the age, condition or type of plumbing being repaired; the city reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
- F. Irrigation water meter accounts are not eligible for the leak forgiveness program.
1. Per the request submitted by Alejandro Pita, the leak was caused by a burst pipe leading to the irrigation backflow device. This is not an "irrigation water meter account." A single meter serves the entire property.
3. According to the documentation submitted by the property owner, the repairs were made within 5 days of being notified that there may be a leak.

#### Water Usage and Billing History

Date	Water Usage Gallons	Water Basic	Water Usage	Water Surcharge	Sewer Basic	Sewer Overage Charges	Other Charges	Total Bill
7/26/2017	25000	54.22	50.47	6.25	0.00	0.00	0.00	110.94
8/28/2017	No Read	54.22	0.00	6.25	0.00	0.00	0.00	60.47
9/26/2017	16000	54.22	26.78	6.25	0.00	0.00	0.00	87.25
10/26/2017	No Read	54.22	0.00	6.25	0.00	0.00	0.00	60.47
11/28/2017	7000	54.22	8.24	6.25	0.00	0.00	0.00	68.71
12/27/2017	No Read	54.22	0.00	6.25	0.00	0.00	0.00	60.47
1/26/2018	3000	57.39	3.09	6.25	0.00	0.00	0.00	66.73
2/27/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
3/28/2018	7000	57.39	7.63	6.25	0.00	0.00	0.00	71.27
4/27/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
5/30/2018	155000	57.39	527.35	6.25	0.00	0.00	0.00	590.99
6/28/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
7/30/2018	461000	57.39	1656.49	6.25	0.00	0.00	0.00	1720.13

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

The adjustment for July 2018 based on the above conditions would be  $461 - 25 = 436/2 = 218 * 3.69 = \$804.42$ .

100 N. Main Street PO Box 2139 White Salmon, Washington 98672  
Telephone: (509) 493-1133 E-mail: janb@ci.white-salmon.wa.us

The City of White Salmon is an equal opportunity employer and provider.

**Decision:**

Per City Council decision, the Leak Adjustment Request submitted by Alejandro Pita dated August 28, 2018 is \_\_\_\_\_.

Dated this 19<sup>th</sup> day of September, 2018.

---

Jan M. Brending, Clerk Treasurer

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee via the attached form.

100 N. Main Street PO Box 2139 White Salmon, Washington 98672  
Telephone: (509) 493-1133 E-mail: janb@ci.white-salmon.wa.us

The City of White Salmon is an equal opportunity employer and provider.

**13.06.048. - Leak adjustments.**

Installation and maintenance of water service lines from the meter to the building or premises of private property is the responsibility of the private landowner, as well as any water lost due to leaks or breakage.

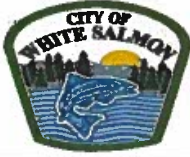
In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

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

After these conditions have been met the owner may apply to the city for an adjustment of the metered excess charges. All applications for adjustments will be submitted and reviewed by the city clerk/treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges of the same period from the previous year as the month the leak was detected. This amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

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

(Ord. No. 2017-06-1011, § 1, 6-14-2017)



# CITY OF WHITE SALMON

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

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

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

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

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

Date 8/28/18 Customer Name ALEJANDRO PITA Acct # 2394  
 Address 801 PANORAMA CT WHITE SALMON, WA 98672  
 Billing period From 5/30/18 155 to 7/30/18 46 Usage Metered 616,000 gallons  
 Bill Date 7/30/18 Consumption Billed (not bill total) \$ \_\_\_\_\_

Date and how you became aware of the leak Date 5/31/18-call from city How you came to know about leak Call from city that came to check  
 Date you notified City of leak N/A city called us

Description of cause of leak or excess water use fire leading to irrigation backflow burst - it is far from the house (30yds) and we did not notice break until advised by city employee

Are repairs completed on the leak?  Y  N If not, when will they be completed? \_\_\_\_\_

Detailed explanation of repair and who did the repair Kevin Green repaired the burst pipes within 24hrs of notice - repairs were done June 1-2

Has an insurance claim been filed?  Y  N If so, have you received reimbursement?  Y  N

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

Signed [Signature] Alejandro Pita Date 8/28/18

PO Box 2139 100 N Main St White Salmon, WA 98672

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**STAFF USE ONLY (Note, all volumes in 1,000-gallon increments)**

<b>Date of Notification</b>		<b>Days in leakage period</b>	
<b>Usage in previous year or period</b>		<b>Days in previous period</b>	
<b>% to be forgiven</b>	<b>50%</b>	<b>Total volume forgiven</b>	
<b>Consumption billed</b>	<b>- Prior period</b>	<b>=</b>	<b>/ 2 =</b>
			<b>(Volume to credit)</b>
<b>Rate for water to be credited</b>		<b>Total \$ forgiven</b>	<b>\$</b>

I, (we) recommend that the City Council reduce the customer's bill by the amount listed above.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Action taken by Council in regular meeting of \_\_\_\_\_ Amount forgiven by Council vote \$ \_\_\_\_\_

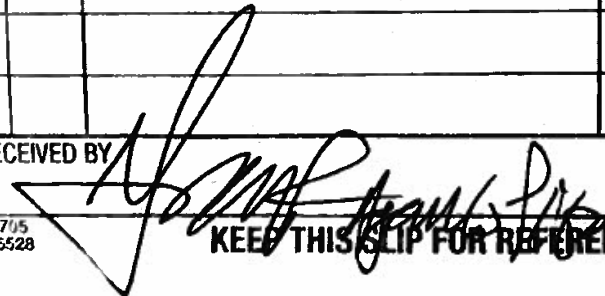
Customer notified, and account adjusted by \_\_\_\_\_ Date \_\_\_\_\_

Javier Cuevas  
 (541) 490-9204 265154

CUSTOMER'S ORDER NO. 2018-06-01	DATE 6/2/18
NAME Alejandro Pita	
ADDRESS 801 PAUCAMA CT	
CITY, STATE, ZIP WHITE SALMON, WA 98672	

SOLD BY JC	CASH X	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
---------------	-----------	--------	--------	-----------	-------------	----------

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	1 DISKING 3hs	20 <sup>00</sup>	60 <sup>00</sup>
2	1 Pk of parts 1hs	20	20 <sup>00</sup>
3	1 3" galvanized pipe 12"	-	10 <sup>00</sup>
4	1 Bed of 4x4 tires		30 <sup>00</sup>
5	1 Fill and landscape 2hs	20 <sup>00</sup>	40 <sup>00</sup>
6			
7			\$160 <sup>00</sup>
8			
9			
10	Javier Cuevas		
11			
12			

RECEIVED BY 

A 4705 T-46528 KEEP THIS SLIP FOR REFERENCE 01-11

**801 Panorama Ct - Consumption During Watering Hours**

Date/Time	Time	Reading	Consumption	Daily Total
08/08/2018 10:06	09:06	640770	60	<b>630</b>
08/08/2018 09:06	08:06	640710	230	
08/08/2018 08:06	07:06	640480	160	
08/08/2018 07:06	06:06	640320	180	
08/07/2018 10:06	09:06	639980	100	<b>100</b>
08/07/2018 09:06	08:06	639880	0	
08/07/2018 08:06	07:06	639880	0	
08/07/2018 07:06	06:06	639880	0	
08/06/2018 10:06	09:06	639790	170	<b>670</b>
08/06/2018 09:06	08:06	639620	170	
08/06/2018 08:06	07:06	639450	170	
08/06/2018 07:06	06:06	639280	160	
08/05/2018 10:06	09:06	639020	10	<b>10</b>
08/05/2018 09:06	08:06	639010	0	
08/05/2018 08:06	07:06	639010	0	
08/05/2018 07:06	06:06	639010	0	
08/04/2018 10:06	09:06	638890	190	<b>710</b>
08/04/2018 09:06	08:06	638700	180	
08/04/2018 08:06	07:06	638520	170	
08/04/2018 07:06	06:06	638350	170	
08/03/2018 10:06	09:06	638110	170	<b>660</b>
08/03/2018 09:06	08:06	637940	160	
08/03/2018 08:06	07:06	637780	170	
08/03/2018 07:06	06:06	637610	160	
08/02/2018 10:06	09:06	637440	160	<b>650</b>
08/02/2018 09:06	08:06	637280	170	
08/02/2018 08:06	07:06	637110	160	
08/02/2018 07:06	06:06	636950	160	
08/01/2018 10:06	09:06	636780	160	<b>660</b>
08/01/2018 09:06	08:06	636620	170	
08/01/2018 08:06	07:06	636450	170	
08/01/2018 07:06	06:06	636280	160	
07/31/2018 10:05	09:05	636080	160	<b>660</b>
07/31/2018 09:05	08:05	635920	160	
07/31/2018 08:05	07:05	635760	170	
07/31/2018 07:05	06:05	635590	150	

07/21/2018 09:06	08:06	628240	210	
07/21/2018 08:06	07:06	628030	160	
07/21/2018 07:06	06:06	627870	170	
				620
07/20/2018 10:06	09:06	627700	90	
07/20/2018 09:06	08:06	627610	210	
07/20/2018 08:06	07:06	627400	160	
07/20/2018 07:06	06:06	627240	170	
				630
07/19/2018 10:06	09:06	627070	90	
07/19/2018 09:06	08:06	626980	210	
07/19/2018 08:06	07:06	626770	170	
07/19/2018 07:06	06:06	626600	170	
				640
07/18/2018 10:06	09:06	626430	90	
07/18/2018 09:06	08:06	626340	210	
07/18/2018 08:06	07:06	626130	170	
07/18/2018 07:06	06:06	625960	170	
				640
07/17/2018 10:06	09:06	625790	90	
07/17/2018 09:06	08:06	625700	210	
07/17/2018 08:06	07:06	625490	170	
07/17/2018 07:06	06:06	625320	170	
				640
07/16/2018 10:06	09:06	625140	90	
07/16/2018 09:06	08:06	625050	210	
07/16/2018 08:06	07:06	624840	170	
07/16/2018 07:06	06:06	624670	170	
				640
07/15/2018 10:06	09:06	624490	80	
07/15/2018 09:06	08:06	624410	220	
07/15/2018 08:06	07:06	624190	170	
07/15/2018 07:06	06:06	624020	180	
				650
07/14/2018 10:06	09:06	623840	90	
07/14/2018 09:06	08:06	623750	220	
07/14/2018 08:06	07:06	623530	170	
07/14/2018 07:06	06:06	623360	180	
				660
07/13/2018 10:06	09:06	623180	100	
07/13/2018 09:06	08:06	623080	220	
07/13/2018 08:06	07:06	622860	180	
07/13/2018 07:06	06:06	622680	180	
				680
07/12/2018 10:06	09:06	622500	100	
07/12/2018 09:06	08:06	622400	230	
07/12/2018 08:06	07:06	622170	190	



07/02/2018 10:06	09:06	614740	100	
07/02/2018 09:06	08:06	614640	230	
07/02/2018 08:06	07:06	614410	190	
07/02/2018 07:06	06:06	614220	180	
				<b>700</b>
07/01/2018 10:06	09:06	614010	100	
07/01/2018 09:06	08:06	613910	240	
07/01/2018 08:06	07:06	613670	190	
07/01/2018 07:06	06:06	613480	180	
				<b>710</b>
06/30/2018 10:06	09:06	613230	90	
06/30/2018 09:06	08:06	613140	240	
06/30/2018 08:06	07:06	612900	180	
06/30/2018 07:06	06:06	612720	190	
				<b>700</b>
06/29/2018 10:06	09:06	612520	90	
06/29/2018 09:06	08:06	612430	240	
06/29/2018 08:06	07:06	612190	190	
06/29/2018 07:06	06:06	612000	200	
				<b>720</b>
06/28/2018 10:06	09:06	611740	100	
06/28/2018 09:06	08:06	611640	240	
06/28/2018 08:06	07:06	611400	190	
06/28/2018 07:06	06:06	611210	190	
				<b>720</b>
06/27/2018 10:06	09:06	610930	90	
06/27/2018 09:06	08:06	610840	240	
06/27/2018 08:06	07:06	610600	190	
06/27/2018 07:06	06:06	610410	200	
				<b>720</b>
06/26/2018 10:06	09:06	610190	120	
06/26/2018 09:06	08:06	610070	240	
06/26/2018 08:06	07:06	609830	190	
06/26/2018 07:06	06:06	609640	200	
				<b>750</b>
06/25/2018 10:06	09:06	609430	90	
06/25/2018 09:06	08:06	609340	240	
06/25/2018 08:06	07:06	609100	190	
06/25/2018 07:06	06:06	608910	190	
				<b>710</b>
06/24/2018 10:06	09:06	608470	100	
06/24/2018 09:06	08:06	608370	240	
06/24/2018 08:06	07:06	608130	190	
06/24/2018 07:06	06:06	607940	190	
				<b>720</b>
06/23/2018 10:06	09:06	607610	100	
06/23/2018 09:06	08:06	607510	250	

				740
06/13/2018 10:06	09:06	599120	90	
06/13/2018 09:06	08:06	599030	240	
06/13/2018 08:06	07:06	598790	190	
06/13/2018 07:06	06:06	598600	200	
				720
06/12/2018 10:06	09:06	598270	90	
06/12/2018 09:06	08:06	598180	230	
06/12/2018 08:06	07:06	597950	200	
06/12/2018 07:06	06:06	597750	190	
				710
06/11/2018 10:06	09:06	597420	120	
06/11/2018 09:06	08:06	597300	240	
06/11/2018 08:06	07:06	597060	180	
06/11/2018 07:06	06:06	596880	190	
				730

Total from 06/11/2018 to 08/08/2018  
59 Days of Service

39520

670 gallons per day between 6am and

10AM

8/27/2018

20180827\_081728.jpg



<https://mail.google.com/mail/u/0/#inbox/165623826febb2b7?projector=1&messagePartId=0.2>

1/1

8/27/2018

20180827\_081723.jpg



<https://mail.google.com/mail/u/0/#inbox/165623826febb2b77?projector=1&messagePartId=0.3>

1/1





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## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: September 19, 2018  
Agenda Item: Inventory and Management Plan of City Trees, Personal Services Contract  
Presented By: Jan Brending, Clerk Treasurer and Tree Board

### **ACTION REQUIRED:**

Authorization for mayor to sign a personal services contract with Peninsula Urban Forestry to inventory and develop a management plan for city trees in the amount of \$11,200.

### **PROPOSED MOTION:**

Move to authorize the mayor to sign a personal services contract with Peninsula Urban Forestry to inventory and develop a management plan for city trees in the amount of \$11,200.

### **Why is it a legislative issue:**

The city council must approve agreements, contracts, etc.

### **Explanation of issue:**

The city's budget includes funding to hire an arborist to inventory trees in the city's parks and street trees along Jewett Blvd.. The city issued a Request for Proposals (RFP) on August 16, 2018 (attached). The RFP was sent to approximately 15 companies. The city received six proposals which were reviewed and evaluated by the Tree Board. The Tree Board then interviewed the top three companies: Peninsula Urban Forestry, Bartlett Tree Experts, and A.B.C. Consulting Arborists LLC. The interviews were evaluated by the Tree Board who has selected Peninsula Urban Forestry as the recommended consulting firm to hire to conduct an inventory and develop a management plan for city trees. The recommendation is based on the evaluation of the proposal and interview believing that Peninsula is the best qualified firm to provide the services request in the RFP. Peninsula's proposal and follow-up email is attached.

### **Staff Recommendation:**

Staff and the Tree Board recommends the city council authorize the mayor to sign a contract with Peninsula Urban Forestry to inventory and develop a management plan for city trees in the amount of \$11,200.



## Peninsula Urban Forestry, LLC

104 North Laurel Street, Suite 110

Port Angeles, WA 98362

Office: (360) 504-3825

Email: [contact@peninsulauf.com](mailto:contact@peninsulauf.com)

Web: [www.peninsulauf.com](http://www.peninsulauf.com)

City of White Salmon

August 27, 2018

City Tree Inventory and Management Plan

RFP Submission by Peninsula Urban Forestry LLC





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## EXECUTIVE SUMMARY

City of White Salmon  
Jan Brending  
Clerk Treasurer  
(509) 493-1133, Ext. 205  
[janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)

Dear Jan Brending,

Thank you for the opportunity to submit a proposal for the city-wide street tree inventory, parks tree inventory and forest management plan for the City of White Salmon. Peninsula Urban Forestry LLC's team of interdisciplinary, focused and innovative natural resource professionals are well equipped to understand the modern demands of natural resource management in Washington communities. Peninsula Urban Forestry LCC offers concept through execution urban & community forest consulting.

Our Urban Forest Planner is Micki McNaughton, a well-known urban and natural resource planner with over 30 years' experience in urban forest programming and development. Micki has assisted nearly 50 jurisdictions in development of similar urban forestry projects while employed with both the Washington State Department of Commerce and Department of Natural Resources and as a private consultant. Micki lead the Evergreen Communities Partnership Task Force partnered in 2010 to author "A Guide to Community and Urban Forestry Programming." Micki developed the City of Fife Urban Forest Management Plan in 2011 and has conducted tree inventories across Washington & Oregon.

Peninsula Urban Forestry LLC Principal-in-Charge, John Bornsworth, BCMA, will lead analytical foundations of the project's data acquisition, scientific reporting and documentation. John has 15 years of experience in arboriculture and community forestry, is a Board-Certified Master Arborist, a Municipal Arborist and a Registered Consulting Arborist. John brings to the project an entrepreneurial attitude, innovation, creativity and a deep understanding of tree diagnostics, community forestry and natural resource management. John Bornsworth currently teaches workshops on shoreline tree management, coastal erosion control, and tree management.

Chelsea Drum, M.S., Candidate Certified Forester, will lead forest ecology mapping and the forest management plan project. Chelsea received her undergraduate in Forest Conservation and Management from University of Washington in 2007 and received her Masters in Science in Forest Ecosystems from the University of Florida in 2014. Chelsea has managed forest health in large scale plantations, and smaller community and private owner forests. Chelsea is an expert in forest soils science and a member of the Professional Soil Scientists of America.



Collectively, our team has conducted many biological inventories in urban, community and natural landscapes. This includes designing and executing a large street tree inventory for the City of Tumwater, a city tree appraisal system for City of Bremerton, and inventories for City of Fife, City of Port Angeles, City of Sequim, City of Olympia, City of Shelton, the Department of Ecology and Department of Enterprise Services, as well as dozens of home owners' associations and other institutional land owners. We've conducted similar biological inventories for the United States Forest Service, National Park Service, Washington State Parks, City of Port Townsend, Clallam County, Jefferson County, San Juan County and others.

Given the number of expert urban and community foresters, Certified Arborists, and Tree Risk Assessment Qualified individuals we have on staff, I feel our firm is the preferred choice for the City of White Salmon's tree inventory project. We look forward to your review of our proposal and our Statement of Qualifications and we thank you for your consideration. Please contact me at 360-819-3081 or [john@peninsulauf.com](mailto:john@peninsulauf.com) if you have any questions or would like additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "John Bornsworth", with a long horizontal flourish extending to the right.

John Bornsworth, President

Company Information:

## COMPANY BACKGROUND & EXPERIENCE

Peninsula Urban Forestry LLC is a Port Angeles-based company specializing in advanced evaluations of natural resources. We are an interdisciplinary team of solution-oriented natural resource professionals including arborists, biologists, urban foresters & traditional foresters, ecologists, and remote sensing professionals. We provide science based, objective reporting to tree and forest management across western Washington. Our business owner is a Board-Certified Master Arborist and community forester. Additional staff include a forest ecologist, wildlife biologist, botanist and other Certified Arborists.



We look for innovative solutions to better integrate the applied scientific fields we encounter. In our consumer engagement campaigns, we focus on the services, functionality and values of plants, trees and landscapes. By identifying trees as an appreciable asset, we further transition Stakeholder appreciation and support for community green infrastructure.

Our client list includes City of Tumwater, City of Olympia, City of Fife, City of Everett, City of DuPont, City of Shelton, City of Port Angeles, Clallam County, Jefferson County, Pierce County Public Works & Utilities, Planning Association of Washington, City of Portland (Oregon) Environmental Services, a number of home owners associations throughout Western Washington, hospitals, colleges, private developers, engineers, landscape architects and other tree professionals.

We are formed as a Limited Liability Company partnership since 2015 and are licensed as a general contractor in the state of Washington. Our level of professional liability meets or exceeds most government contracts. Peninsula Urban Forestry LLC main office is in Port Angeles Washington, below the Olympic Mountains and nearby the Strait of Juan de Fuca. We have a satellite office in Olympia providing natural resource technical assistance and consulting. Outside of environmental consulting, Peninsula Urban Forestry LLC provides land management services, such as noxious weed control and integrated pest management, natural area and critical area restoration, steep slope restoration and bioengineering, and plant healthcare services.

**Company Information:**



Company Name: Peninsula Urban Forestry LLC  
Company Website: [www.peninsulauf.com](http://www.peninsulauf.com)  
Legal status: Limited liability corporation in Washington state since 2015.  
Number of employees: 8

Office Address:  
Peninsula Urban Forestry LLC  
104 North Laurel Street, Suite 110  
Port Angeles, WA 98362

Mailing Address:  
PO Box 3106  
Port Angeles, WA 98362

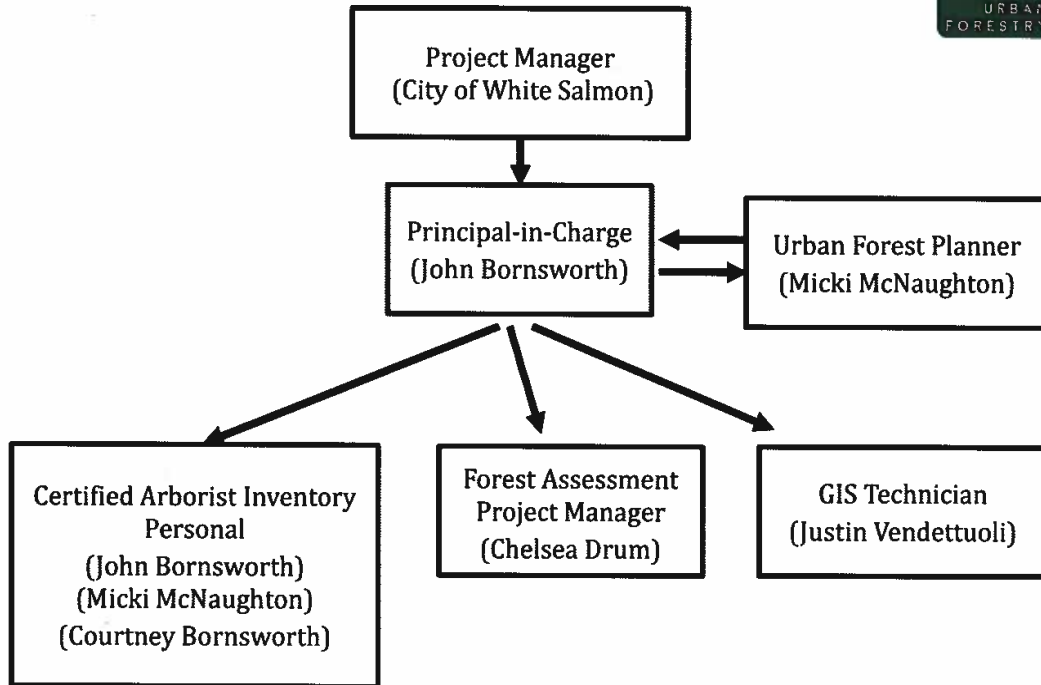
Office phone: (360) 504-3825

Principal officers:  
John Bornsworth  
441 Hudson Road  
Port Angeles, WA 98362  
Cell: (360) 819-3081  
Email: [john@peninsulauf.com](mailto:john@peninsulauf.com)

Courtney Bornsworth  
441 Hudson Road  
Port Angeles, WA 98362  
Cell: (360) 809-4018  
Email: [courtney@peninsulauf.com](mailto:courtney@peninsulauf.com)

FEIN: 47-5511761  
UBI: 603-531-939  
Washington Contractors License: PENINUF841NE

**Project Organizational Chart:**



## Prior Projects



- Micki McNaughton and John Bornsworth have provided technical assistance in urban & community forestry planning and programming and developed urban forest master plans and management plans for nearly 50 municipalities ranging from small to mid-size cities (2012-2018).
- Micki led the Evergreen Communities Task Force in the development of "A Guide to Community and Urban Forest Programming." (2010)
- Micki provided assistance to University of Washington Master's candidates Katie Gibbons (2014) and Jacob Pedersen (2015) for their theses evaluating Washington State urban forestry management plans. (copies of both theses available on request)
- Micki participates on the Community Planning Action Team (CPAT) as an urban forestry and natural resource advisor for the Washington State Chapter of the American Planning Association.
- John Bornsworth has conducted street tree inventories for the City of Bremerton, City of Sequim, City of Port Angeles, City of Tumwater, City of Fife, City of Olympia, City of Shelton.
- Consultant has written forest management plans for City of Port Angeles, City of Tumwater, City of Shelton, City of Port Townsend, Forks, and dozens of homeowner associations and large property owners.
- 2018 City of Tumwater – Urban Forest Master Plan \$60,000.
- 2011 City of Fife – Urban Forest Master Plan \$15,000.
- 2016 City of Port Angeles – Freeman Park Restoration/Land Use Planning – \$46,500
- 2010 Planning Association of Washington – Urban Forest Planning short course
- 2017/8 Northwest Straits Foundation – Urban Forest presentations
- 2017 City of Port Townend – Freeman Park Management Plan - \$3,000

### Professional References

Joseph Scorcio, AICP  
City Manager  
City of SeaTac  
(206) 973-4810  
[jscorcio@ci.seatac.wa.us](mailto:jscorcio@ci.seatac.wa.us)



Brad Medrud, AICP  
Long Range Planning Supervisor  
City of Tumwater  
(360) 754-4180  
[bmedrun@ci.tumwater.wa.us](mailto:bmedrun@ci.tumwater.wa.us)

Leonard Bauer  
Deputy Director, Community Planning & Development  
City of Olympia  
(360) 753-8206  
[lbauer@ci.olympia.wa.us](mailto:lbauer@ci.olympia.wa.us)

Kurt Reuter  
Parks, Recreation & Community Services Director  
City of Fife  
(253) 896-8641  
[kreuter@cityoffife.org](mailto:kreuter@cityoffife.org)

Linden Lampman  
Urban & Community Forestry Program Manager  
WA Department of Natural Resources  
(360) 417-2442  
[Linden.Lampman@dnr.wa.gov](mailto:Linden.Lampman@dnr.wa.gov)

## WORK PLAN – MILESTONES



### Milestone 1 – Stem-by-stem Inventories

October 2018

#### Citywide Street and Park Tree Inventory including Risk Assessments

Micki McNaughton and John Bornsworth will assess the data acquisition requirements with parameters defined by RFP and City Staff input. The Consultant will develop a biological data acquisition tool employing a ArcGIS geodatabase, Survey123 and Collector applications. Justin Vendettuoli will perform necessary GIS geodatabase file generation and programming of survey tools. The Consultant team will develop effective methods for data collection, management, presentation, and migration to White Salmon systems.

All stem-by-stem tree inventories will be conducted by a Certified Arborist with a Board-Certified Master Arborist available and on site for questions. All arborists will have the necessary Tree Risk Assessment Qualification in order to properly assess and rate tree risk.

We understand a rough estimate total of Citywide street and park trees is 123. This includes street trees and park trees excluding Gaddis Park. We expect this number of trees to take less than a single week of on-site staff time. GIS geodatabase creation is expected to take 8 hours of time.

This data will be deliverable to the City of White Salmon as a file geodatabase, as well as printed 11x17 or 8x14 maps. Data acquisition tool will collect all necessary data as outlined in RFP, to include: tree age, location (using submeter GPS accuracy), species, trunk diameter, crown measurement, height, date inspected, overall condition, risk assessment (1-year time-frame), consequence of failure, risk rating, maintenance needs, location of overhead conductors and a photo of individual trees.

Milestone 1 to be completed by November 15<sup>th</sup> 2018.

### Milestone 2 – Gaddis Park Forest Management Plan

October 2018

A Forest Management Plan will be written for Gaddis Park, roughly 6.5 acres of forested landscape in White Salmon. Such a Forest Management Plan will determine soil conditions, hydrological conditions, baseline forest conditions including structure and composition. Plan will contain information such as dominant and codominant species (both upper and lower canopies), general age, condition and health of stands observed and stocking of forest species. Management Plan will also include evaluation of relevant management objectives, including existing public-use trails and natural greenspaces.

We expect the forest assessment to take less than a single day of three on-site consultants and 32 total hours of preparation, site research, reporting and GIS mapping.



Project deliverables include forest biological assessment, forest pathogen assessment, opportunity for restoration, forest prescriptions and any additional consultant recommendations. Project will include 11x17 map of forest which highlights different management zones and prescriptions.



Milestone 2 to be completed by November 15<sup>th</sup> 2018.

### **Milestone 3 – Urban Forest Management Plan**

**November 2018**

Milestone 3 was not thoroughly discussed in the RFP release. The Consultant posed the question regarding interpretation of data in email to Jan Brending dated August 22<sup>nd</sup>. The email response requested a “management report for the street and park trees based on condition.” As this was not mentioned in the original RFP, we are outlining the cost associated with a management report as optional Proposal Pricing Submittal Form.

John Bornsworth and Micki McNaughton will provide expert scientific reporting on urban tree natural resources found at the City of White Salmon. The report will outline the following information:

- Tree species, tree condition and risk ratings across the city
- Interpretation of ecosystem services modeled by USFS i-Tree application
- Diameter distributions and urban forest cohorts
- Expert interpretation of what tree species fare well in White Salmon, and which are more prone to decline, stress, risk and unfavorable conditions.
- Management of tree pests and disease as found during data acquisition.
- Street tree removal and replacement plans
- Landmark and extraordinary urban forest specimens


Milestone 3 to be completed by December 15<sup>th</sup> 2018.

**GENERAL COMPANY INFORMATION FORM**

<b>COMPANY NAME</b>		Peninsula Urban Forestry	
<b>COMPANY ADDRESS</b>		104 N. Laurel St., Suite 110, Port Angeles, WA 98302	
<b>GENERAL DESCRIPTION OF COMPANY</b>		Natural resource consulting firm	
<b>TYPE OF ORGANIZATION:</b> (franchise, corporation, partnership, etc.)		LLC	
<b>NUMBER OF YEARS IN BUSINESS</b>		3	
<b>REFERENCES</b>			
List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. Name of firm, address, contact person, phone number)			
<b>REFERENCE #1 – NAME</b>		City of Tumwater	
<b>ADDRESS</b>		555 Israel Rd. SW Tumwater WA 98501	
<b>CONTACT PERSON</b>		Brad Medrud (360) 754-4180	
<b>JOB DESCRIPTION</b> Include Date/Contract Value		Strategic planning / consulting for 20-year urban first master plan 11/2017 - current; \$60,000	
<b>REFERENCE #2 – NAME</b>		City of SeaTac	
<b>ADDRESS</b>		4800 South 185th St, SeaTac, WA 98188	
<b>CONTACT PERSON</b>		Joseph Scario, (206) 973-4810	
<b>JOB DESCRIPTION</b> Include Date/Contract Value		Natural resource consulting, \$30,000, current	
<b>REFERENCE #3 – NAME</b>		City of Olympia	
<b>ADDRESS</b>		601 4th Ave East, Olympia WA 98501	
<b>CONTACT PERSON</b>		Leonard Bauer (360) 753-8200	
<b>JOB DESCRIPTION</b> Include Date/Contract Value		Natural resource consulting, current, \$25,100+	
<b>PERSONNEL</b>			
<b>Name/Title of Person Overseeing Project</b>		John Burnsworth, owner	
<b>Office Phone:</b> 360-504-3825		<b>Cell:</b> 360-819-3081	<b>Email:</b> john@peninsulauf.com
<b>Names/Titles, Certifications and years of experience of persons expected to service project:</b> Too long to list, see proposal			
<b>SAFETY RECORD</b>			
<b>Has your company received an OSHA violation in the past five (5) years?</b>		Yes	<b>No</b>
If yes, please attach copies of the citations and explanation of how they have been resolved.			

**SIGNATURE PAGE FORM**

The undersigned, having examined these documents and having full knowledge of the condition under which the services described herein must be provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Services be furnished and that all incidental costs be paid in strict conformity with these documents, for the state prices as payment in full.

Submitting Firm	Peninsula Urban Forestry
Address	104 N Laurel St, Suite 110, Port Angeles, WA 98362
City, State, Zip	" "
Authorized Representative (print)	John Bornsworth
Title	Owner
Authorized Signature	
Date	8/28/18
Email	john@peninsulaurf.com
Office Phone and Cell Phone	360-504-3825, 360-819-3081
Federal ID Number	47-5511761
Washington UBI Number	603-531-939

**FIRM PRICING**

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless otherwise indicated. Accepted pricing shall remain firm for the duration of this contract.

**PAYMENT METHOD**

Do you accept checks for payment of services?  Yes  No

**PROPOSED SUB-CONSULTANTS**

(Reference General terms and Conditions, section titled Subcontracting)

If awarded this project, do you plan to use any sub-consultants?  Yes  No

Sub-consultant Company Name	Address	IA Contractor Registration # (if applicable)

We choose not to submit a proposal at this time.

We would like to be considered for future solicitations.

Date: 8/28/18

**PROPOSAL PRICING SUBMITTAL FORM**

Pricing is requested as a firm-fixed dollar amount for the project and shall include all components and expenses necessary to complete the project according to "normal" industry standards and in accordance with the Scope of Services (Request for Proposal Section 4, pages 8-12). Separate line items will not be allowed for travel, lodging or any other direct or indirect expenses including but not limited to: insurance, tools, vehicles, equipment, labor, overhead profit and any other related costs.

**ALL INCLUSIVE FIRM-FIXED FEE FOR TOTAL PROJECT:** \$ 11,200

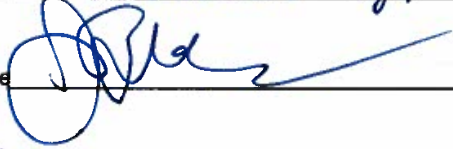
Proposed pricing breakdown/billing schedule for anticipated work plan milestones as described in the work plan (reference page 12 of the Request for Proposals, Section 4.6).

Work Plan Milestone	Estimated Completion Date	Fee
<i>Stem-by-stem inventories</i>	<i>November 15, 2018</i>	<i>\$ 3,200</i>
<i>Graddis Park Forest management plan</i>	<i>November 15, 2018</i>	<i>\$ 3,500</i>
<i>Urban Forest management plan</i>	<i>December 15, 2018</i>	<i>\$ 4,500</i>

Anticipated final project completion date: December 15, 2018  
 (Must be completed no later than December 31, 2018)

A signed contract will be the document that authorizes services to begin.

Name of Company Peninsula Urban Forestry, LLC

Authorized Signature 

Date: 8/28/18



## Jan Brending

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**From:** John Bornsworth  
**Sent:** Thursday, September 13, 2018 3:26 PM  
**To:** Jan Brending  
**Cc:** Ashley Post; Jan Thomas; Karen Jenkins  
**Subject:** RE: Follow-up Questions

- 1. We would like to get more clarity on the scope of the proposed "Urban Forestry Management Plan." At the presentation, we discussed several items such as appraisal value of urban trees, recommended long-term management goals, specific maintenance direction for individual trees (i.e. the gum tree located on Jewett Blvd.), etc. Would these items be included (after conversation and identification of specifics) in our Management Plant at the current price. Or would these items be add-ons for an additional cost?**

**Response:**

We can include multiple appraisal methodologies into the scope and current price of the project. We will incorporate valuations using both the Council of Tree & Landscapers Appraisers publication The Guide to Plant Appraisal and the i-Tree protocol.

Tree specific management recommendations will be included, as well. This information will be provided using a matrix of tree species, current condition, infrastructure compatibility, and target/risk quantification. Management recommendations for all trees will include recommended rotational pruning/treatments, pruning/treatment specifications, removal/replacement planning, and a contractor budget.

I feel there is opportunity for a more rigorous evaluation of the iconic Jewett Blvd gum tree given its precedence. In addition to treatment specifications, budgeting, etc. as above, we can include an action plan which will include options on managing the tree past the current and future hurdles. This action plan will be included in the current price.

For all the trees, we will outline multiple options (a recommendation sequence) for their management, as opposed to a singular option. This recommendation sequence will include current risk, tree condition, corrective action/treatment options, budget, and residual risk post treatment, to help city staff & the tree board make good tree decisions.

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- 2. As we discussed during the interview, the City currently has no established GIS department or software. Other firms have presented options for user-friendly internet-based mapping/data base options to view, organize and update out data. You firm mentioned GISCloud and iTree as potential options. Could you explain further how those programs (and potentially the training) works into your proposal? I.e., what is Peninsula offering, (inclusive in the bid), if anything in this realm? Would Peninsula enter the data into the software?**

**Response:**

**i-Tree**

The i-Tree database will provide a valuation of ecosystem services. As mentioned above, we will import the White Salmon inventory into i-Tree and include the results in the plan. This data is limited in its accessibility and user-friendly interface.

**GIS/Mapping**

We will collect all of the data on submeter GPS devices and tablets directly into a geodatabase. Given this, the data can be easily imported and manipulated into a variety of formats. We could host White Salmon's tree inventory on our ArcGIS online page for a limited time (ESRI will deduct our credits while hosting the data), then transfer it to an online-based license once you obtain it. ArcGIS Online charges \$100 per year per user for viewing rights and \$500 per year per

user to view and edit the data. This is likely the best, long-term option for White Salmon. The inventory will always be available on as a standalone file, too.

Using ArcGIS online, your public works and parks staff could use phones/tablets to access points and make changes. If collaborative access is desired, I believe each department would want a subscription. Potentially White Salmon could share the subscription across departments if staff use it on different days?

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Proprietary tree inventory software, or more descriptively "tree asset management software", is often not directly compatible with ArcGIS. This is similar to most city-wide asset management software which require a full-time analyst to connect with ArcGIS. Just a few years ago WA DNR used TreeWorks to collect urban tree inventories. This data needed to pass through a few different steps and required excessive "massaging" prior to importation into ArcGIS. Given White Salmon will likely have an ArcGIS subscription *before* hiring a full-time GIS analyst, I feel starting now in ArcGIS is the best option.

Two other tree management applications, Urban Forest Metrix and TreePlotter, are options with substantial subscription fees and again limited connectivity to ArcGIS. TreePlotter is \$1,500 a year while Urban Forest Metrix is \$1,800 per year. These two applications are developed for inventorying tens of thousands of trees. Reviewing GIS Cloud today, it's subscription for a map portal is \$95 per month per user.

Another option is connecting with Klickitat County and inquiring about cooperative group access to ArcGIS. Pacific County and Mason County, among others, have a cooperative group where small towns and cities can contract with them for access to their license. This could be an option for White Salmon.

#### Technical Manual

We will provide a technical manual for accessing, viewing and manipulating the data in ArcGIS online, as well as using Collector and Survey123. The manual will be aimed at novice users and will provide information for general exploration and manipulation of data.

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I hope this helps with your questions. Please let me know if you have any further comments or questions. We are looking forward to hearing your decision.

Cheers,

-John Bornsworth | Peninsula Urban Forestry LLC  
Urban & Community Forester  
ISA Board Certified Master Arborist® #PN-7955BM  
Tree Risk Assessment Qualified  
Cell: (360) 819-3081 | Office: (360) 504-3825  
Web: peninsulauf.com

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**From:** Jan Brending <janb@ci.white-salmon.wa.us>  
**Sent:** Thursday, September 13, 2018 9:06 AM  
**To:** John Bornsworth <john@peninsulauf.com>  
**Cc:** Ashley Post <ashleyp@ci.white-salmon.wa.us>; Jan Thomas <jan@ucdwa.org>; Karen Jenkins <karenblackjenkins@gmail.com>  
**Subject:** Follow-up Questions

John:

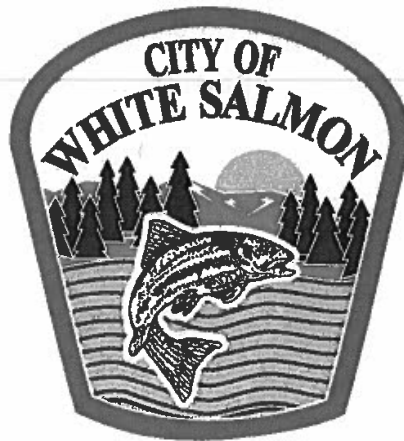
Below are a couple of questions that we are seeking some follow-up information on.

1. We would like to get more clarity on the scope of the proposed "Urban Forestry Management Plan." At the presentation, we discussed several items such as appraisal value of urban trees, recommended long-term management goals, specific maintenance direction for individual trees (i.e. the gum tree located on Jewett Blvd.), etc. Would these items be included (after conversation and identification of specifics) in our Management Plan at the current price. Or would these items be add-ons for an additional cost?
2. As we discussed during the interview, the City currently has no established GIS department or software. Other firms have presented options for user-friendly internet-based mapping/data base options to view, organize and update out data. You firm mentioned GISCloud and iTree as potential options. Could you explain further how those programs (and potentially the training) works into your proposal? I.e., what is Peninsula offering, (inclusive in the bid), if anything in this realm? Would Peninsula enter the data into the software?

Is it possible to get back to us by the end of the day or first thing tomorrow morning?

Thank you.

Jan Brending, Clerk Treasurer  
City of White Salmon  
PO Box 2139  
White Salmon WA 98672  
509-493-1133 #205  
[janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)



**City of White Salmon**

**Request for Proposals**

**Inventory and Management Plan  
of City Trees**

**Issue Date: August 16, 2018**

**Due Date: August 29, 2018, 3:00 PM**



## SECTION 1 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

### 1.1 Notice of Request for Proposal

The City of White Salmon is requesting a Proposal from qualified consulting firms registered to do business in the State of Washington to provide professional services, including providing a certified arborist, for the completion of a Comprehensive Tree Inventory and Management Plan.

### 1.2 RFP Timeline

<b>Name of Proposal</b>	City of White Salmon City Tree Inventory and Management Plan
<b>Date of Issuance</b>	August 16, 2018
<b>Pre-Proposal Meeting</b>	No pre-proposal meeting
<b>Deadline for Questions</b>	August 24, 2018 at 3:00 p.m. PST
<b>Deadline for Proposal Submittal</b>	August 29, 2018 before 3:00 p.m. PST Proposals time stamped 3:00 p.m. or after are late
<b>Recommendation for Award</b>	September 5, 2018
<b>Submit SEALED Proposal to:</b>	City of White Salmon Tree Inventory and Management Plan 100 N. Main, PO Box 2139 White Salmon, WA 98672

Note: Submit in a **sealed envelope. Address exactly as stated above.**

**Method of Submittal** US Mail, Overnight Delivery or In Person, Electronic and Fax Proposals are not acceptable. If submitted by US Mail or Overnight Delivery, the submittal must be received before 3:00 p.m., August 29 2018 or it will be considered late.

**Contact Person** Jan Brending, Clerk Treasurer  
**E-mail Address** [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)  
**Phone Number** (509) 493-1133, Ext. 205

The City is not responsible for delays occasioned by the U.S. Postal Services, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Late submittals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

Proposals will be publicly opened on August 29, 2018 at 3:30 p.m., PST (our clock) at City of White Salmon City Hall, 100 N. Main, City of White Salmon, Washington 98672. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone or prior to award. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

## **SECTION 2 – INSTRUCTIONS TO PROPOSERS**

### **2.1 Federal Funding Provisions**

This project is not federally funded.

### **2.2 Insurance Required for this Project**

Services shall not begin until Certificate of Insurance and all endorsements are received and approved by the City.

At all times during the term of the Services and the Contract, and any extensions, thereof, the Consultant shall purchase insurance per the terms identified in the Terms of Service, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under the Contract and for which the Consultant may be liable, whether such operations are by the Consultant or a Sub Consultant or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and the Contract with minimum coverages and limits as set forth Attachment A, Personal Services Contract.

### **2.3 Whenever used in this Request for Proposal the following terms shall have the meaning give as follows:**

*City* shall mean the City of White Salmon, Washington.

*Consultant* shall mean the firm/Company providing the services as outline in the proposal for City of White Salmon Tree Inventory and Management Plan.

*Sub-consultant* shall mean a person, firm, or corporation who contracts with the Consultant to perform a service for which the basis of payment or Scope of Services is identified as a part of this Request for Proposal.

*Project Manager* shall mean Jan Brending, White Salmon Clerk Treasurer, who is the designated coordinator and administrator for the services under this project.

### **2.4 A company representative who is authorized to bind the Consultant (Company) will sign on behalf of the Consultant to indicate to the City that you have read, understand and will comply with all instructions and all terms and conditions stated in this Request for Proposal and all attachments.**

### **2.5 Pre-proposal Meeting**

There is no pre-proposal meeting.

### **2.6 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.**

### **2.7 Addenda**

Any matter of this proposal package that requires explanation or interpretation must be submitted by the Proposer in writing by August 24, 2018 at 3:00 p.m. PST. E-MAIL all questions to Jan Brending at [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us). Any and all questions will be responded to in the form of written addenda to all known individuals and/or companies who have requested a full copy of this Request for Proposals. All addenda received shall become part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment B).

All Addenda will be posted on the City's website. It is the Proposer's responsibility to check for addenda. [www.white-salmon.net](http://www.white-salmon.net)

**2.8 Exceptions to Documents**

The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

**2.9 Silence of Specifications**

Commercially accepted practices shall apply to any detail not covered in the specifications and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

**2.10 Incomplete Information**

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness."

**2.11 No responsibility will be attached to any person for premature opening of a proposal not properly identified.**

**2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.**

## **SECTION 3 – SPECIAL TERMS AND CONDITIONS**

### **3.1 Term of Contract**

- 3.1.1** The initial term of the Contract shall commence on the date the City executes the Contract and shall end on December 31, 2018.
- 3.1.2** The Contract may be extended by written mutual agreement by the City and the Consultant.
- 3.1.3** A contract, prepared by the City and signed by the Mayor, shall become the document that authorizes services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.
- 3.1.4** The City reserves to the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Consultant. The Consultant shall not commence any additional services or change the Scope of Services until authorized in writing by the City. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the contract executed by both the Consultant and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Consultant and the Mayor.
- 3.1.5** In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.
- 3.1.6** No price escalation will be allowed during the initial term of the contract. If it is mutually decided to extend the Contract beyond the initial period and the Consultant requests a price increase, the Consultant shall provide sufficient written documentation to substantiate the request. Document shall include, but not be limited to; actual materials invoices, copies of commercial prices lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the Contract.

### **3.2 Contract Forms**

The City of White Salmon personal services contract form is attached as Attachment A.

### **3.3 Payment Terms and Invoice Submittal**

- 3.3.1** Payment terms for Services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Services are provided, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2** Invoices shall include the following information:
- Consultant name and address
  - Date of Services
  - Description of Services
  - Milestone Percentage of Services Complete
  - Total amount being invoiced (percent invoiced must match percent of project completed)

- The total amount being invoiced.

**3.3.3** Surcharges (i.e. fuel surcharges restocking) shall NOT be allowed to be added to invoices as an additional line item.

**3.3.4** All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- A. In a pdf format via e-mail to: [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us) or
- B. Via US mail to: City of White Salmon Attention: Jan Brending PO Box 2139 White Salmon WA 98672

**3.3.5** The City may withhold payment for reasons including, but not limited to the following:

- A. Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- B. Damage for which Consultant is liable under the Contract;
- C. Valid liens or claims of liens;
- D. Valid claims of Sub-consultants or other persons;
- E. Delay in the progress or completion of the Services;
- F. Inability of Consultant to complete the Services;
- G. Failure of Consultant to properly complete or document any pay request or invoice;
- H. Any other failure of Consultant to perform any obligations under the Contract; or
- I. The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the contract.

**3.3.6** Actual travel time to and from the work location is not reimbursable under the Contract.

### **3.4 Treatment of Documents and Records**

#### **3.4.1 Ownership**

All documents and other materials prepared by the Consultant in connection with this project are the City's sole property in which the Consultant has no proprietary or other rights or interest. All reports, documents, information, and any materials or equipment furnished to the Consultant by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Consultant from retaining a single copy of information for its files.

#### **3.4.2 Confidentiality**

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

### **3.4.3 Disposal**

If at any time during the performance of the Contract or following completion or termination of the Contract, Consultant and/or its sub-consultants chooses to dispose of documents, disposal of documents shall:

- A. Comply with any retention requirements of the agreement; and
- B. Be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copies or duplicated in any fashion.

### **3.4.4 Access/Retention**

During the term of the Contract or following completion or termination of the Contract the Consultant and its Sub-consultants, if any, shall maintain all accounting records and other documentation generated in performing the Services under the Contract.

The City of any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours.

All such information shall be retained for seven (7) years from date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agents and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Consultant for maintaining this information and allowing the herein described access.

### **3.5 Expenditure of Service**

The City does not guarantee any minimum or maximum hours of work for the Consultant. There is no guaranteed minimum amount of services that will be required throughout the contract period.

## **SECTION 4 – SCOPE OF SERVICES**

### **4.1 Purpose**

The City of White Salmon has determined that a comprehensive tree inventory is essential to the City's on-going effort to proactively manage trees, thereby minimizing the effects of storm damage and assuring the community has a healthy, sustainable urban tree canopy. The City seeks to accomplish the following goals with this project:

- A) Locate, assess, and inventory all publicly maintained street and park trees located within the city limits of White Salmon, with the exception of Gaddis Park.
- B) Record critical tree attributes by a professional and skilled arborist.
- C) Prepare management plan for publicly maintained street and park trees located within the city limits of White Salmon, including a general forest management plan for Gaddis Park.

### **4.2 Background**

The City of White Salmon is seeking proposals from qualified firms (or individuals) to conduct a comprehensive tree inventory of the trees under the responsibility of the City of White Salmon. The tree inventory will be used as a management tool by the City. This management tool shall focus on public safety, tree protection/preservation, tree replacement and tree risk mitigation.

The project areas shall be the City streets and parks. However, the trees in Gaddis Park are not to be individually inventoried but generally classified so a management plan can be developed. The rough estimate of trees located along the city streets and parks is 123 (not including Gaddis Park). Street trees are located on Jewett Blvd. between Garfield and 4<sup>th</sup> Street with approximately 29 trees located in this area. The city has 3 parks with approximately 94 trees located in them (not including Gaddis Park).

### **4.3 Data Delivery Format**

- 4.3.1** All tree inventory data shall be delivered in both a Microsoft Excel spreadsheet and an ESRI-compatible file geodatabase containing all relevant feature datasets, feature classes, domains, tables, relationship classes, and attachments.
- 4.3.2** The inventory must be performed using GPS equipment or other GIS-compatible data collection hardware accurate to within 2 meters of the geographic center of the tree trunk.
- 4.3.3** The Consultant shall provide a full metadata reference for all delivered data. It is preferred that the inventory be conducted and delivered using the WGS84 coordinate system.
- 4.3.4** The Consultant shall provide a detailed 8.5" x 14" full-color map of each park (or portion of a park) or street area, at a scale that permits individual trees to be identified. Each map shall include an appropriate base layer with north arrow, scale, and legend, and individual trees shall be labeled with a discrete identifier (tree ID #). Additional map information such as tree species, condition, or maintenance need may be included at the Consultant's discretion. Digital copies of all maps shall also be provided by the Consultant.
- 4.3.5** Photos of each tree inventoried shall be collected and delivered in a separate electronic file, with each photo labeled with tree ID #, or other relevant indicator. Photos may also be included as attachments or hyperlinks stored in the geodatabase. For Gaddis Park, several representative photos of each stand will be collected and labeled appropriately.

#### 4.4 Scope of Services – Data Collection Requirements

4.4.1 At a minimum, data collection for all trees (excluding Gaddis Park) must include the following:

- A. Age – Young, Mature, Over Mature
- B. Location – Park trees: name of park and general area located within; street trees: approximate distance and cardinal direction from the nearest cross street. Additionally, lat/long (in decimal degrees) will be collected for all trees.
- C. Species – Trees will be identified by genus and species using both botanical and common names and by cultivars where appropriate. (iTree compatible species)
- D. Trunk diameter (to the nearest ½ inch) at 4.5 feet above the ground.
- E. Appropriate measure of the crown; crown spread (to the nearest foot) and/or % crown.
- F. Height (to the nearest foot)
- G. Date inspected
- H. Overall condition

The general condition of each tree is evaluated in accordance with the International Society of Arboriculture rating system:

**Excellent** – Trees in this class are judged to be exceptional trees possessing the best qualities of the species. They have excellent form, very minor maintenance issues, with virtually no dead branches, deformation or nutritional problems. These trees are in an acceptable location and can be expected to achieve a full mature shape and life expectancy. (ISA Rating 100%)

**Good** – Trees in this class are judged to be desirable and with proper maintenance can be returned in excellent classification. They may be interfering with utility lines, planted in an overcrowded location, or have minor insect, pathogen or nutritional deficiencies. (ISA Rating 80%+)

**Fair** – Trees in this category have some or all of the following problems: large dead limbs representing less than one third of the canopy, large-cavities in the trunk, major deformities, girdling roots, obvious insect, pathogen or nutritional problems. (ISA Rating 60%)

**Poor** – Trees in this group are in degraded condition with irreversible problems. These can include dead branches representing 50% or more of the canopy, drastic deformities, multiple trunk cavities, and severe insect, pathogen or nutritional problems. (ISA Rating 40%)

**Removal** – Trees in this category are either already dead or in such poor condition that removal is required. These trees have over 90% dead branches and/or have completely succumbed to insects, pathogens or nutritional deficiencies. (ISA Rating of Less than 40%)



I. Risk Assessment

During the inventory, each tree will be assigned a risk rating. A Level 2 Qualitative risk assessment will be performed based on ASNI A300 (part 9 standards, along with the companion publication Best Management Practices: tree Risk Assessment, published by the International Society of Arboriculture (2011). Trees are subject to various failure scenarios which help determine risk rating. The failure mode (i.e. branch, whole tree, co-dominant stem) with the greatest risk will serve as the overall tree risk rating. The specified time period for the risk assessment is one year.

Ratings are determined by the following criteria:

- 1) Likelihood of Failure: Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- 2) Likelihood of Impacting a Target: The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls toward the target.
- 3) Categorizing Likelihood of Tree Failure Impacting a Target. The likelihood of failure and target impact are combined in the matrix below to determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting a Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

J. Consequence of Failure

The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending upon the size of defect, distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but efforts will be made to assess them from the City's perspective.

K. Risk Rating

The tree's risk rating is determined based on combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

L. Maintenance Needs

The following maintenance categories will be collected:

**Immediate Removal** – Trees designated as immediate removals are dead or have one or more defects that cannot be cost-effectively remedied.

**Removal** – Trees designated as removals should be removed, but do not pose a liability as great as the immediate priority or pose minimal liability.

**Immediate Priority Pruning** – Trees in this category require pruning to remove deadwood and/or broken branches that pose a potential risk to people or property. These trees have broken and/or hanging limbs, hazardous deadwood and dead, dying or diseased limbs or leaders greater than four inches in diameter.

**High Priority Pruning** – Trees in this category require pruning to remove deadwood and/or broken branches that pose a potential risk to people or property. These trees have broken and/or hanging limbs, hazardous deadwood and dead, dying or diseased limbs or leaders greater than two but less than four inches in diameter.

**Routine Pruning** – Trees in this category have characteristics that could become risks if not corrected. Deadwood is less than two inches in diameter.

**Training Pruning** – This category includes trees less than 20 feet in height with correctable structural problems or minor amounts of deadwood that pose little or no threat of personal injury or property damage. Pruning at this stage is relatively inexpensive but can have significant effects in the future.

**Stump Removal** – Tree stumps which are recommended for grinding to allow for future planting or to improve the appearance of the site

**Planting Location** – Locations where no tree exists but fit with current city standards for a tree location. Parameters include minimum 25 linear feet to the trunk of the nearest tree, minimum of 10 feet from fire hydrants, water lines, driveways and alley entrances, 25 feet from street light poles, 25 feet from street intersections, parkway must be at least three feet wide.

**M. Location of Overhead Conductors**

The inventory will indicate the type of overhead conductors or other utilities that are present at the tree site.

**4.4.2 For trees located in Gaddis Park:**

**A. A basic forest management plan shall be delivered. The plan will describe individual stands including, but not limited to, the following information:**

- stand size (acres),
- dominant and co-dominant species,
- general age, condition, and health of stand
- stocking (trees per acre)
- recommended management activities relevant to maintaining a natural greenspace with existing public-use trails

**4.5 Quality Control**

**4.5.1 The Consultant shall be experienced in performing successful tree surveys for other similarly sized municipalities.**

**4.5.2** The Consultant shall have professional arborists conduct the inventory. All managing inventory arborists must be Certified Arborists through the International Society of Arboriculture.

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**4.6 Pricing**

Offers shall propose pricings consisting of a firm fixed price for all services rendered. The firm's proposal must explain in detail the components of the firm fixed price for the project. Monthly progress payments may be allowed provided such payments are based on completion of defined milestones in the project.

**4.7 Timeline**

The project shall go before the White Salmon City Council to be awarded by September 5, 2018. The entire inventory and management plan shall be completed by December 31, 2018.

**4.8 Reference Material Sources Available by Request**

Contact Klickitat County Public Works, Kim Gleason, to see what data may be available.

**4.9 Following Award of Contract**

Consultant shall submit to the Project Manager a separate written schedule and systematic approach to inventory the City's trees. The Consultant shall work with the Project Manager to develop a work plan that has the ability to complete the inventory and management plan by December 31, 2018.

**4.10 Meetings**

The Consultant shall meet with the Tree Board in October, November and December (if necessary) to review the status of the inventory and the management plan. The Tree Board meets the 2<sup>nd</sup> Tuesday of each month at 5:00 p.m. at White Salmon City Hall.

## **SECTION 5 – PROPOSAL EVALUATION AND AWARD**

### **5.1 Award**

Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set further herein. The City reserves the right to accept or reject any or all proposals; to re-solicit the project; to use both primary and secondary consultants; to award proposals by groups; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

### **5.2 Award Process**

If the evaluation team determines that the project should be awarded, the process shall be as follows:

- A. The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal.
- B. Using the proposal submitted, the City will create an agreement for services with the proposer to which both parties are in agreement.
- C. Consultant signs the contract.
- D. White Salmon City council approves the award of the contract.
- E. The Mayor executes the contract.
- F. The signed contract shall constitute authorization for the Consultant to commence services.

If the evaluation team determines that all the proposals shall be rejected, the Proposers will be notified by the Clerk-Treasurer accordingly. At that point, the City may, or may not, re-solicit the project.

### **5.3 Proposal Evaluation Criteria**

Financial terms will not be the sole determining factor in the award. In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria states below and the completeness, clarity and content of the proposal.

#### **5.3.1 Qualifications and Experience**

- A. Relevant experience of proposed project team.
- B. Expertise of proposed primary project manager including management and technical experience.
- C. Relevance of references.
- D. Knowledge, experience and demonstrated success working with municipalities to perform tree inventories and develop management plans.

#### **5.3.2 Financial Proposal**

#### **5.3.3 Company Responsiveness to Request for Proposal**

- A. Total scope of services proposed.
- B. Demonstrated understanding of the project.
- C. Proposed timeline and work plan.

D. Responses to overall proposal and compliance with submission guidelines.

E. Proposal presentation (completeness, organization, appearance, etc.)

**5.4** The Consultant must not have any unresolved performance issues with the City of white Salmon. The Consultant's performance as a prime Consultant or Sub-consultant in previous City contracts shall be considered when evaluating the Consultant's submittal for this Request for Proposal.

**5.5** The City may check the references provided and survey other local agencies during the proposal evaluation period to ensure the Consultant does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Consultant's submittal based on its assessment of the Consultant's prior performance.

**5.6 Proposal Evaluation Procedures**

**5.6.1** Proposals will be evaluated by a proposal evaluation team (hereinafter referred to as Team) using the following procedure.

**5.6.2** Team members will read each proposal and will evaluate based on their experience and judgment of how well the proposal addresses the City's requirements. Each team member will use an evaluation form with the criteria listed above, ranking each criterion from 1 to 5 with 1 the lowest score and 5 the highest score. Each prospective Consultant is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.

**5.6.3** Team members will convene to discuss the ranking of the proposals. At this point, some consultants may be eliminated from further consideration based on their overall score.

**5.6.4** References, as deemed appropriate, may be checked at any time during the process.

**5.6.5** The team may arrange interviews, demonstrations, and/or presentations with representatives of the top Consultants. However, if the team determines appropriate, the team may select the top-ranking Consultant without going into an interview or presentation process.

**5.6.6** If interviews and presentations are scheduled with two or more Consultants, each Consultants will be ranked by individual team members based on the interview and/or presentation. The team will then select the top-ranking Consultant.

**5.6.7** The City will then enter into contract negotiations with the top ranked Consultants.

**5.7** A Consultant's submission of a proposal constitutes the acceptance of this evaluation technique and its recognition and acceptance that subject judgments will be used by the evaluators in the evaluation process.

## SECTION 6 – SUBMITTAL INSTRUCTIONS

### 6.1 Financial Proposal

This portion of the proposal shall include ONLY the proposed cost and shall be submitted on the Proposal Cost summary form which is part of Attachment B, Submittal Forms.

### 6.2 Non-Financial Proposal

**6.2.1** In order to facilitate the analysis of response to this Request for Proposals, Consultants are required to prepare their proposals in accordance with the instructions outline in this section. Consultants whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of White Salmon.

**6.2.2** Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the Request for Proposals. Expensive bindings, color displays, promotional materials, etc. are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

- A. Each of the four (4) sections listed below shall be tabbed and labeled.
- B. Each page shall be numbered on the bottom right hand corner.
- C. Submit one (1) original, unbound proposal and three (3) copies.
- D. The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Work Plan – Milestones
4.0	Submittal Forms

Tab 1.0 The Consultant shall provide a Cover Letter on corporate letterhead, signed by an authorized representative of the company and an Executive Summary which will be limited to a brief narrative highlighting the Consultant's proposal. The Executive Summary shall not include cost quotations.

Tab 2.0 Consultants shall provide information about their company and the individuals assigned to provide the services, so the City of White Salmon can evaluate the Consultant's stability and ability to support the commitments set forth in the Request for Proposals. The City of White Salmon, at its opinion, may require a Consultant to provide additional documentation and/or clarify requested information.

- 1) Brief description of the company including company size and organization, history, present status, future plans, etc.
- 2) Provide the name of the principal or project manager in your firm, including their office location, who will have direct and continued responsibility for the services provided to the City of White Salmon. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
- 3) Detail how you propose to provide staff for this project. Include specific information as to the people who will be assigned to the project including

any potential subcontractors and their previous experience, education, significant accomplishments and qualifications as they relate to this project. The Proposer shall commit that staff identified in its Proposal will perform the assigned work.

- 4) Describe the professional expertise of each individual proposed to be assigned to this project, including the project manager, and provide a detailed listing of the projects they have worked on for other clients.
- 5) Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Include an organizational chart of the firm indicating the lines of authority for personnel involved in the performance of the work included in this project and relationships of its staff to other programs or functions of the firm.

Tab 3.0 Consultants shall provide their response to the Scope of Services, including an outline for project management and task implementation Provide any suggested technical or procedural innovations or new concepts that you have previously used on other projects which may provide the City with better service, improved data gathering and or cost savings. The work plan must detail the firm's services to be performed and a schedule that the firm proposes for completing the project. Please note that timely completion of this project is critical.

Tab 4.0 Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Insurance, Proposal Pricing Page, Signature Page Form and Buy Local Packet, if applicable)

All offers, and other work products submitted in response to this Request for Proposals shall become the property of the City of White Salmon.

**ATTACHMENT A – STANDARD PERSONAL SERVICES CONTRACT**

**CITY OF WHITE SALMON  
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and \_\_\_\_\_, hereafter called Contractor. City's Contract Administrator for this contract is Jan Brending, Clerk Treasurer.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2018.

**Statement of Work**

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

**Consideration**

- (a) City agrees to pay Contractor up to \_\_\_\_\_ for time, materials and expenses incurred in the performance of duties as identified in \_\_\_\_\_.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project per \_\_\_\_\_.

**Amendments**

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

Terms and conditions listed on page two

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_ Address: \_\_\_\_\_  
Federal Tax ID No: 91-0890718

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

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

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

Approved by the Contractor: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by the City: \_\_\_\_\_  
David Poucher, Mayor \_\_\_\_\_ Date \_\_\_\_\_



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

**1. Retirement System Status**

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

**2. Effective Date and Duration**

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

**3. Government Employment Status**

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

**4. Subcontractors and Assignment**

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

**5. Dual Payment**

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

**6. Funds Available and Authorized**

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

**7. Termination**

(a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.

(b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:

(i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.

(ii) If federal or state regulations or guidelines are modified, changes or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.

(i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

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

**8. Access to Records**

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

**9. State Tort Claims Act**

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

**10. Compliance with Applicable Law**

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

**11. Indemnification**

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

(b) **Indemnity-Claims for Professional Liability**  
Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the

professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

**12. Insurance**

(a) **Liability Insurance.** Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.

(b) **Workers' Compensation Coverage.** Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.

(c) **Certificates.** Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.

(d) **Primary Coverage.** The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

**13. Ownership of Work Product**

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

**14. Nondiscrimination**

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

**15. Successors in Interest**

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

**16. Execution and Counterparts**

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

**17. Force Majeure**

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

**18. Severability**

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

**19. Errors**

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

**20. Waiver**

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

**21. Other Requirements**

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

**22. Governing Law**

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

**23. Attorney Fees**

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

**24. Merger Clause**

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

**ATTACHMENT B – SUBMITTAL FORMS**

- 
- General Company Information Form
  - Proposal Pricing Submittal Form
  - Signature Pricing Form

**GENERAL COMPANY INFORMATION FORM**

<b>COMPANY NAME</b>		
<b>COMPANY ADDRESS</b>		
<b>GENERAL DESCRIPTION OF COMPANY</b>		
<b>TYPE OF ORGANIZATION:</b> <i>(franchise, corporation, partnership, etc.)</i>		
<b>NUMBER OF YEARS IN BUSINESS</b>		
<b>REFERENCES</b>		
List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. Name of firm, address, contact person, phone number)		
<b>REFERENCE #1 – NAME</b>		
<b>ADDRESS</b>		
<b>CONTACT PERSON</b>		
<b>JOB DESCRIPTION</b> <i>Include Date/Contract Value</i>		
<b>REFERENCE #2 – NAME</b>		
<b>ADDRESS</b>		
<b>CONTACT PERSON</b>		
<b>JOB DESCRIPTION</b> <i>Include Date/Contract Value</i>		
<b>REFERENCE #3 – NAME</b>		
<b>ADDRESS</b>		
<b>CONTACT PERSON</b>		
<b>JOB DESCRIPTION</b> <i>Include Date/Contract Value</i>		
<b>PERSONNEL</b>		
<b>Name/Title of Person Overseeing Project</b>		
<b>Office Phone:</b>	<b>Cell:</b>	<b>Email:</b>
<b>Names/Titles, Certifications and years of experience of persons expected to service project:</b>		
<b>SAFETY RECORD</b>		
<b>Has your company received an OSHA violation in the past five (5) years?</b>	<b>Yes</b>	<b>No</b>
<b>If yes, please attach copies of the citations and explanation of how they have been resolved.</b>		

**PROPOSAL PRICING SUBMITTAL FORM**

Pricing is requested as a firm-fixed dollar amount for the project and shall include all components and expenses necessary to complete the project according to "normal" industry standards and in accordance with the Scope of Services (Request for Proposal Section 4, pages 8-12). Separate line items will not be allowed for travel, lodging or any other direct or indirect expenses including but not limited to: insurance, tools, vehicles, equipment, labor, overhead profit and any other related costs.

**ALL INCLUSIVE FIRM-FIXED FEE FOR TOTAL PROJECT: \$** \_\_\_\_\_

Proposed pricing breakdown/billing schedule for anticipated work plan milestones as described in the work plan (reference page 12 of the Request for Proposals, Section 4.6).

<b>Work Plan Milestone</b>	<b>Estimated Completion Date</b>	<b>Fee</b>

Anticipated final project completion date: \_\_\_\_\_  
(Must be completed no later than December 31, 2018)

A signed contract will be the document that authorizes services to begin.

Name of Company \_\_\_\_\_

Authorized Signaure \_\_\_\_\_

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

**SIGNATURE PAGE FORM**

The undersigned, having examined these documents and having full knowledge of the condition under which the services described herein must be provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Services be furnished and that all incidental costs be paid in strict conformity with these documents, for the state prices as payment in full.

<b>Submitting Firm</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Authorized Representative (print)</b>	
<b>Title</b>	
<b>Authorized Signature</b>	
<b>Date</b>	
<b>Email</b>	
<b>Office Phone and Cell Phone</b>	
<b>Federal ID Number</b>	
<b>Washington UBI Number</b>	

**FIRM PRICING**

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless otherwise indicated. Accepted pricing shall remain firm for the duration of this contract.

**PAYMENT METHOD**

Do you accept checks for payment of services?       Yes       No

**PROPOSED SUB-CONSULTANTS**

(Reference General terms and Conditions, section titled Subcontracting)

If awarded this project, do you plan to use any sub-consultants?       Yes       No

<b>Sub-consultant Company Name</b>	<b>Address</b>	<b>IA Contractor Registration # (if applicable)</b>

We choose not to submit a proposal at this time.

We would like to be considered for future solicitations.

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