



**White Salmon City Council Meeting
Fire Hall, 119 NE Church Ave.
October 3, 2018
6:00 PM**

*Copies of the informational packet are available at City Hall
or online at white-salmon.net under City Documents/City Council Docs*

1. Call to Order and Presentation of the Flag
2. Roll Call
3. PUBLIC HEARING
4. Comments - Public & Council (*Two (2) Minutes per person allowed.*)
5. Changes to the Agenda (*Changes to the agenda can be made with the concurrence of a majority of council.*)
6. Resolution 2018-10-474, Declaring Surplus Property
 - a. Presentation 3 - 5
 - b. Discussion
 - c. Action
7. Personal Services Contract, Aspect Consulting Master Contract 090094, Contract Change No. 16, ASR Permitting and Implementation Support
 - a. Presentation 6 - 13
 - b. Discussion
 - c. Action
8. Material Dumping Agreement
 - a. Presentation 14 - 16
 - 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. Minutes of September 5, 2018 17 - 21
 - b. Minutes of September 12, 2018 (Special Council Meeting) 22
 - c. Minutes of September 19, 2018 23 - 27
 - d. Minutes of September 24, 2018 (Special Council Meeting) 28

- e. **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 3rd day of October, 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.



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 3, 2018
Agenda Item: Resolution 2018-10-474, Declaring Surplus Property
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of Resolution 2018-10-474 declaring property no longer useable to the city as surplus.

PROPOSED MOTION:

Move to approve Resolution 2018-10-474 Declaring Surplus Property.

Why is it a legislative issue:

The city council must the surplus of equipment and property that is no longer useable to the city.

Explanation of issue:

The City of White Salmon has a number of items that are no longer useable to the city and is asking the city council to declare them as surplus.

Staff Recommendation:

Staff recommends the city council approve Resolution 2018-10-474 Declaring Surplus Property.

**CITY OF WHITE SALMON, WASHINGTON
RESOLUTION NO. 2018-10-474**

**A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON REGARDING
DECLARING SURPLUS PROPERTY IN THE CITY OF WHITE SALMON,
WASHINGTON**

WHEREAS, the City of White Salmon is the owner of certain property described below;
and

WHEREAS, it would be in the best interest of the City of White Salmon if said property
could be sold; and

WHEREAS, the City of White Salmon desires to sell those items designated to be
surplused through a bidding process or any other commercially reasonable method; and

WHEREAS, the City of White Salmon desires to designate any items not sold in surplus
to have no value and to be donated to an appropriate recipient or otherwise to Washington
Gorge Action Programs.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON, WASHINGTON, HEREBY RESOLVES:**

Section 1. The following items are to be surplused:

Item Description	Quantity	Value
Cory 90B Rensselaer Hydrant with Foot	1	
Mueller 5-1/4 1986 Hydrant with Foot	2	
Mueller 5-1/4 1997 Hydrant with Foot	1	
Mueller 5-1/4 1986 Hydrant	1	
Waterous 5-1/4 15D 1990 Hydrant	1	
Clow 250D 1989 Hydrant	1	
Sewer Jetter Hose – 400' roll of 1"	1	
French Doors	1	
Wooden Exterior Door	1	
File Cabinets (what size legal/letter/ # of drawers)	?	
Master Meters	?	
Mueller Tapping Tools	?	
Manhole Sewer Concrete Cones	?	
2010 Dodge Charge, 4-Door, 80,000 miles, VIN 2B3AA4CVXAH208093	1	\$1000
Verizon MiFi 6620L Jetpack 4G LTE Mobile Hotspot (used)	8	\$50/each
iPhone SE 16 gb, Space Grey (used)	6	\$50/each

Section 2. The City of White Salmon authorizes those useable items to be surplused and sold through a bidding process or any other commercially reasonable method.

Section 3. The City of White Salmon authorizes the City Clerk-Treasurer to donate all surplused equipment and materials not sold to an appropriate recipient or otherwise to Washington Gorge Action Programs.

ADOPTED by the City Council of the City of White Salmon, Washington and approved by its Mayor at regularly scheduled open public meeting thereof this 3rd day of October, 2018.

David Poucher, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Brending, Clerk/Treasurer

Kenneth B. Woodrich, City Attorney



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 3, 2018
Agenda Item: Master Services Agreement for On-Call Services, Aspect Consulting,
Contract Change No. 16, ASR Permitting and Implementation Support
Presented By: Pat Munyan, City Administrator

ACTION REQUIRED:

Approval of Contract change No. 16, providing for a scope of work and increased budget authorization to support final permitting and implementing planning of the City's aquifer storage and recovery (ASR) program.

PROPOSED MOTION:

Move to approve Contract Change No. 16, ASR Permitting and Implementation Support not to exceed \$33,575, including time and materials based on "Schedule of Charges Effective January 2018."

Why is it a legislative issue:

The city council must approve certain contract amendments.

Explanation of issue:

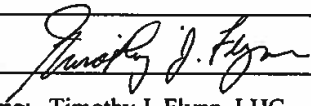
The City of White Salmon has previously contracted with Aspect Consulting for "on-call services" via a contract that was authorized in 2012. Aspect Consulting submits "Contract Changes" for specific tasks which are then authorized by the city council. The City of White Salmon has been working on a aquifer storage and recovery (ASR) program for a number of years. The City is in the final stages of permitting the program and will begin implementation of the program as soon as the permit is issued by Washington Department of Ecology. Aspect Consulting will assist with the final permitting stages and implementation planning.

Staff Recommendation:

Staff recommends the city council authorize the mayor to sign the Contract Change No. 16 with Aspect Consulting for ASR Permitting and Implementation Support in an amount not to exceed \$33,575 including time and materials based on Aspect Consulting's "Schedule of Charges Effective January 2018."



Contract Change

Change No.: 16	Project No.: 090094-002-14	Date: September 19, 2018
Client: City of White Salmon		
Project Name: ASR Permitting and Implementation Support		
Description of Change		Cost
<p>This Contract Change provides a scope of work and increased budget authorization to support final permitting and implementation planning of the City's aquifer storage and recovery (ASR) program, which is funded under the Office of Columbia River Program Grant No. G0900235 between the City and the Department of Ecology (Ecology) through December 31, 2018. Services under this authorization are anticipated to include:</p> <ul style="list-style-type: none">• Coordination with the City, Ecology, and stakeholders during completion of the regulatory permitting process;• Support implementation of project plans to initiate ASR in winter/spring 2018/2019, including compliance with the monitoring and operations plan outlined in the City's ASR permit application report;• Hold meetings with City staff to present permit requirements and provide training as needed;• Setup reporting templates, consistent with Ecology's Environmental Information Management (EIM) system;• Meetings with the City to present an overview of planned ASR operations; and• Other ASR technical support as requested by the City.		<p>Time and Materials, Not to Exceed:</p> <p>\$33,575</p>
<p>This change amends the contract between Aspect Consulting, LLC and Client dated February 4, 2009. Except as amended above and the attached 2018 Schedule of Charges, all terms and conditions of contract apply to this contract change.</p>		
ASPECT CONSULTING, LLC	By: 	
	Printed Name: Timothy J. Flynn, LHG President	
	Office: Bainbridge Island	
CLIENT	By:	
	Printed Name/Date:	

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Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Bend Office:	1725 SW Chandler, Suite 102, Bend, OR 97702	(971) 865-5896
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Portland Office:	522 SW Fifth Avenue, Suite 301, Portland, OR 97204	(971) 865-5890
Wenatchee Office:	23 South Mission Avenue, Suite C, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	123 East Yakima Avenue, Suite 200, Yakima, WA 98901	(509) 895-5957

www.aspectconsulting.com



SCHEDULE OF CHARGES

Effective January 2018

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$244
Principal Scientist/Engineer/Analyst 1		\$231
Sr. Associate Scientist/Engineer/Analyst		\$214
Associate Scientist/Engineer/Analyst		\$200
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$200
Senior Scientist/Engineer/Analyst 2		\$189
Senior Scientist/Engineer/Analyst 1		\$176
Project Scientist/Engineer/Analyst 3		\$162
Project Scientist/Engineer/Analyst 2		\$150
Project Scientist/Engineer/Analyst 1		\$139
Staff Scientist/Engineer/Analyst 3		\$129
Staff Scientist/Engineer/Analyst 2		\$117
Staff Scientist/Engineer/Analyst 1		\$109
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		Hourly Rate
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$118
Field Technician 2		\$98
Field Technician 1		\$90
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$140
Sr. CAD Technician/Specialist		\$125
CAD Technician		\$110
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$111
Technical Editor		\$100
Project Coordinator 2		\$95
Project Coordinator 1		\$90
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		Hourly Rate
Sr. Technology Project Manager		\$210
Technology Project Manager		\$195
Senior Software/Database Architect/Developer		\$200
Software/Database Architect/Developer		\$175
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate
Subcontractors and Miscellaneous Expenses		Cost Plus 10%
Other equipment, rentals, and expenses will be provided on a per job basis.		

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.



December 28, 2012

Pat Munyan, City Administrator
City of White Salmon
Post Office Box 2139
White Salmon, Washington 98672

Re: Master Services Agreement for On-Call Services
Project No. 090094

Dear Pat:

This letter establishes a Master Services Agreement between the City of White Salmon and Aspect Consulting, LLC for on-call consulting services. This agreement helps facilitate the timely startup of projects at multiple sites by establishing the billing rates, terms, and conditions under which our work with you would be conducted.

With this agreement in place, we will prepare a Contract Order that details the specific scope of services, schedule, and budget for any work requested by you or another authorized City of White Salmon employee. Work on any Contract Order would then proceed upon approval from City of White Salmon. Contract Orders may be approved by email, signature of the Contract Order, or a verbal notice to proceed followed by email or signed Contract Order.

Schedule of Charges and Terms and Conditions of Agreement

Our services will be billed on a time and materials basis in accordance with the attached Schedule of Charges, or the Schedule of Charges in effect at the time a new Contract Order is initiated. The Schedule of Charges is periodically revised. Billings to City of White Salmon under a Contract Order will be based on the Schedule of Charges attached to the authorized Contract Order.

We will provide good faith estimates for each requested assignment. If unusual or unanticipated conditions are encountered which require additional effort, we will notify you to discuss the modifications to the scope, and obtain your authorization for any additional services on a Contract Change form.

Aspect Consulting's services will be provided in accordance with the attached Terms and Conditions. This Master Services Agreement, the attached Terms and Conditions, Schedule of Charges, Contract Order(s), and any Contract Change(s) constitute the Agreement between Aspect Consulting and the City of White Salmon.

Acceptance, Modification, Termination and Expiration of MSA

The Master Services Agreement will expire in December 31, 2013, unless extended or amended by mutual written agreement. It may be terminated prior to the end date by either party at any time simply by providing written notice of termination to the other party.

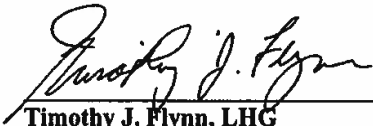
City of White Salmon
December 28, 2012

Project No. 090094

Your signature below will provide acceptance of this Master Services Agreement on behalf of the City of White Salmon. Please return one signed copy of this Agreement to Aspect Consulting, and retain a signed copy for your records.

We appreciate the opportunity to continue to assist the City of White Salmon and will do our best to provide you with excellent service and technical advice.

Aspect consulting, LLC



Timothy J. Flynn, LHG
President
tflynn@aspectconsulting.com



Client Representative

2/6/13

Date

Attachments: Terms and Conditions
Schedule of Charges

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Aspect Consulting, LLC Terms and Conditions

1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect Consulting and its subcontractors to enter the Property to perform the Services. Aspect Consulting is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

2. SUBSURFACE RISKS AND SITE DAMAGES

Client recognizes special risks exist whenever professional consulting services are employed to determine the composition of a site's subsurface or to determine the existence or non-existence of any man-made or natural subsurface features, including, but not limited to, hazardous substances. Client shall disclose to Aspect Consulting all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

3. HAZARDOUS SUBSTANCES

Client shall provide Aspect Consulting with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect Consulting performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect Consulting has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

4. SLOPE STABILITY

Client recognizes risks are inherent with any site involving slopes. Client accepts full responsibility for these risks. Client acknowledges that the information obtained or recommendations made by Aspect Consulting may help to reduce Client's risk but no amount of engineering or geologic analysis can assure slope stability. Therefore, Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of or related to slope movement, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

5. SAMPLE DISPOSAL / WELL DECOMMISSIONING

5.1 Aspect Consulting may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect Consulting to bill Client for expenses incurred in disposing of samples obtained from the Property.

5.2 Any wells installed as part of Aspect Consulting's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect Consulting.

6. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

6.1 Data, reports or information provided by Aspect Consulting under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect Consulting shall retain joint ownership of all such information. Aspect Consulting shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect Consulting or by Client. Aspect Consulting's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.

6.2 All reports prepared by Aspect Consulting under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect Consulting. Aspect Consulting shall not be liable for any third parties' use of the deliverables provided by Aspect Consulting.

6.3 Aspect Consulting is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.

6.4 In the event Aspect Consulting is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect Consulting its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6.5 Unless a different time period is stated in the Agreement, Aspect Consulting shall retain records in accordance with Aspect Consulting's records retention policy.

7. PAYMENT TERMS

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect Consulting will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect Consulting may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

8. PERFORMANCE AND WARRANTY LIMITATION

Aspect Consulting will perform all Services consistent with recognized standards of professionals in the same locality and involving similar conditions. **ASPECT CONSULTING MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES.** No representative of Aspect Consulting is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect Consulting shall not be liable for any failure or delay in performance by Aspect Consulting resulting, in whole or in part, from any cause beyond the reasonable control of Aspect Consulting.

9. INSURANCE / LIMITATION OF LIABILITY

9.1 Aspect Consulting maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect Consulting maintains Professional Liability insurance to provide coverage for liability resulting from professional errors and omissions.

9.2 Aspect Consulting's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect Consulting, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect Consulting under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, loss of profits and/or loss or restriction of use of the Property.

10. TERMINATION

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect Consulting for Services performed by Aspect Consulting, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect Consulting's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

11. MISCELLANEOUS PROVISIONS

11.1 These Terms and Conditions, together with the Contract Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect Consulting.

11.2 Client and Aspect Consulting agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.

11.3 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.

11.4 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

ASPECT CONSULTING, LLC
SCHEDULE OF CHARGES

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges – Engineers and Scientists

Principal	\$185 to \$193.00/hour
Sr. Consultant.....	\$180.00/hour
Sr. Associate	\$172.00/hour
Associate.....	\$161.00/hour
Senior.....	\$139.00/hour
Sr. Project.....	\$129.00/hour
Project.....	\$117.00/hour
Sr. Staff.....	\$102.00/hour
Staff.....	\$89.00/hour
Construction Supervisor.....	\$93.00/hour
Technician.....	\$70.00/hour
Legal Testimony (4-hour minimum).....	\$300.00/hour

Other Personnel and Disbursement Charges

Sr. GIS/CAD Specialist	\$97.00/hour
GIS/CAD Specialist.....	\$87.00/hour
Sr. Technical Editor	\$98.00/hour
Project Assistant	\$71.00/hour
Four-wheel Drive Field Vehicle	\$105.00/day (w/up to 100 miles)
Mileage	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

Oversize CAD/GIS Plots..... \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 3, 2018
Agenda Item: Material Dumping Agreement
Presented By: Pat Munyan, City Administrator

ACTION REQUIRED:

Approval of Material Dumping Agreement with Francisco and Sara Salazar related to the disposal of street sweepings and excavation spoils that have no financial value.

PROPOSED MOTION:

Move to approve Material Dumping Agreement with Francisco and Sara Salazar.

Why is it a legislative issue:

The city council must approve contracts and agreements.

Explanation of issue:

The City of White Salmon has street sweepings and excavation spoils that have no financial value and have been known to have hazardous materials within them making them difficult and costly for the City to dispose. Francisco and Sara Salazar can use the street sweepings and spoils. The agreement also provides an indemnity and hold harmless provision protecting the city. Ken Woodrich has reviewed the proposed agreement.

Staff Recommendation:

Staff recommends the city council approve the Material Dumping Agreement with Francisco and Sara Salazar.

MATERIAL DUMPING AGREEMENT

This Agreement (Agreement) is entered into as of this ____ day of _____, 2018, by and between Francisco and Sara Salazar (hereinafter referred to as "Property Owners"), and the City of White Salmon (hereinafter referred to as "City").

WHEREAS, "Property Owners" are the owners of Klickitat County parcels #03111854000400 and #03111833000900; and desire to level portions of said property(s).

WHEREAS, Street sweepings and excavation spoils has no financial value and have been known to have hazardous material making it difficult and costly for the "City" to dispose of.

WHEREAS, The "Property Owners" and "City" desire to work together for the mutual benefit of both Parties;

Now, THEREFORE, in consideration of the facts stated above the parties hereby agree as follows:

License to deposit material:

The "Property Owners" authorizes the "City" to dispose of street sweeping and excavation spoils on said property during normal operational hours of the "City".

At no expense to the "Property Owners" the "City" agrees to dump and level said spoils at locations and yardage specified by "Property Owners". In addition, the "City" agrees to make all reasonable efforts, short of lab analysis, to minimize the level of potential hazardous materials dumped at said site.

Nothing in this scope of work shall obligate the "City" to provide a certain type of spoils or amount. Nothing in the scope of work shall obligate the "Owners" to take any type of spoils or a specific amount, except the above-referenced street sweeping and excavation spoils.

If "Property Owners" or "City" request a major modification change in the scope of work as described above, both parties reserves the right to accept or decline such major modification and shall make such acceptance only by a separate written instrument signed by both parties.

Indemnity/Hold Harmless Provision:

The "Property Owners" shall defend, indemnify and hold the "City", its officers, officials, employees and volunteers harmless from any and all claims, property contamination, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Property Owners' performance of this Agreement, except for injuries and damages caused by the sole negligence of the "City", its employees, agents, representatives and elected officials.

The "City" shall defend, indemnify and hold the "Property Owners", their employees, customers, family member and guests harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the "City's" performance of this Agreement, except for injuries and damages caused by the sole negligence of the "Property Owner" or their employees, customers, family members and guests.

Terms and Termination:

This Agreement shall become effective when signed by both parties and shall continue in full force and effect until either party terminates this Agreement in accordance with the provisions set forth below.

Termination:

"Property Owner" and "City" each reserve the right to terminate this Agreement at any time and without liability to the other party with 30 days written notice to other party.

Choice of Law/Venue.

This agreement shall be construed according to the law of the State of Washington. Venue for any dispute shall be in Klickitat County Superior Court.

Severability:

In the event any portion of this agreement shall be deemed unconstitutional by a court of competent jurisdiction, all remaining provisions shall survive.

Dated this ____ day of October, 2018

CITY OF WHITE SALMON

By David Poucher, its Mayor

PROPERTY OWNERS

Francisco Salazar

Sara Salazar



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, September 5, 2018
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Marla Keethler
Ashley Post
Amy Whiteman

Staff Present:

David Poucher, Mayor
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Kevin English, Public Works Operations Mgr.
Mike Hepner, Police Chief
Bill Hunsaker, Fire Chief/Building Official

1. Call to Order

Poucher called the meeting to order at 6 p.m. There were approximately 7 people present.

2. Roll Call

All council members were present.

3. Comments – Public and Council

Kevin Herman, Cherry Hill Road, White Salmon said he understands the city has no policies governing trees on private property. He said that recently some trees have been cut down for development purposes and that he is concerned. Herman said that the rush to develop quickly will impact the foliage around White Salmon.

Shelly Baxter, Cherry Hill Road, White Salmon said she is also concerned about the trees and the impact of global warming. She said the city's current ordinance only addressed city trees. Baxter said there is no municipal code for the preservation of heritage trees. She said her favorite trees is on Estes and hopes that it will never be cut down. Baxter said she would like to see trees preserved on private property.

Mayor Poucher noted that Sequoia trees, such as the one on Estes, are not native to the area.

Marla Keethler noted the tree Board meets every 2nd Tuesday of the month and the meetings are open to the public. She said the Tree Board has discussed the issue of protecting trees on private property.

Tao Berman, White Salmon asked for an update regarding the cougar sitings.

Mike Hepner, Police Chief said he has been in close communication with representatives from Fish and Wildlife regarding the cougar sitings. He said one of the cougars was tracked moving west and had not been seen since last Thursday. Hepner said the young cougar sited in Gaddis Park is not the same as the one on Strawberry Mountain.

Tao Berman said that he hopes no one tries to tell him what to do with the trees on his property.

Tammy Kaufman, Insitu and White Salmon-Bingen Rotary said that on Saturday one of Insitu's Scan Eagles will be dedicated to the WAAM museum. Kaufman noted that the Rotary event "It Takes a Village" will be held on September 11 from 3 to 7 p.m. at the Rheingarten Park. She said the event is being coordinated with Farmers' Market, Insitu, Chamber of Commerce and Community Partners.

4. Changes to the Agenda

There were no changes to the agenda.

5. White Salmon Farmers' Market/Rotary Request

Tammy Kaufman said the White Salmon Farmers' Market and Rotary are requesting to block off a total of six parking spots for the "It Takes a Village" event held in conjunction with the Farmers' Market on Tuesday September 11. She said two parking spaces are already authorized and an additional four are being requested for the event.

Ashley Post moved, Donna Heimke seconded.

Motion to authorize four additional parking spaces to be blocked off for the "It Takes a Village" event scheduled for Tuesday, September 11 from 3 to 7 p.m. CARRIED.

Kevin English, Public Works Operations Manager, said a form requesting the use of cones provided by the public works department will need to be filled out.

6. Notice of Intent to Annex – Jim and Deanna Hulbert

Jan Brending reviewed the Notice of Intent to Annex submitted by Jim and Deanna Hulbert. She said the proposed annexation involves a single parcel owned by Jim and Deanna Hulbert and is surrounded on three sides by property within the city limits. Brending said the proposed zoning is RL Single-Family Large Lot Residential. She said staff recommend accepting the Notice of Intent as presented and applying RL Single-Family Large Lot Residential zoning to the subject property.

Marla Keethler moved, Jason Hartmann seconded.

Motion to accept Notice of Intent to Annex submitted by Jim and Deanna Hulbert, property described as Klickitat County Parcel 03102424000300, TL 120A in NWSEW; 24-3-10; with proposed zoning of RL Single-Family Large Lot Residential and requiring the assumption of all City indebtedness. CARRIED.

Ken Woodrich and Jan Brending reviewed the annexation procedures.

7. Interlocal Agreement – City of Goldendale, Video Inspection of Sewer Main

Jan Brending said the proposed interlocal agreement covers services provided by the City of Goldendale for video inspecting the city's main sewer line between Garfield to the city limits.

She said the inspection is needed to identify where the sewer laterals are located and to identify any conflict with the proposed installation of the new Jewett Blvd. water main.

Ashley Post moved, Amy Whiteman seconded.

Motion to authorize the interlocal agreement with the City of Goldendale to for video inspection services of a City of White Salmon sewer main at the hourly rate of \$65.00 per hour for labor and \$100.00 per hour for camera services at an estimated total of \$4,600 for the project. CARRIED.

8. Resolution 2018-09-473, Adopting Design Standards for Water and Sewerage Facilities

Kevin English said he presented the proposed design standards at the last meeting.

Jan Brending noted that the Resolution and language in the design standards has been modified to allow the standards to be remised and modified by the Public Works Director from time to time without further Council approval.

Moved Amy Whiteman, seconded Donna Heimke.

Motion to Approve Resolution 2019-09-473, Adopting Design Standards for Water and Sewerage Facilities. CARRIED.

9. Treasurer's Report – July 2018

Jan Brending presented the Treasurer's Report for July 2018.

Amy Whiteman moved, Donna Heimke seconded.

Motion to accept the July 2018 Treasurer's Report. CARRIED.

10. Consent Agenda

a. Minutes of August 5, August 8, August 15 and August 27, 2018

b. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 5th day of September, 2018.

Type	Date	From	To	Amount
Claims	9/5/2018	34161	34211	166,129.68
		EFT	EFT	0.00
			Claims Total	166,129.68
Payroll	8/20/2018	EFT	EFT	63,495.81
	8/20/2018	34134	34142	4,552.52
	9/5/2018	EFT	EFT	100,888.27
	9/5/2018	34146	34160	5,224.55

			Payroll Total	174,161.15
Manual Claims	7/3/2018	EFT	EFT	1,181.11
	7/6/2018	EFT	EFT	454.55
	8/6/2018	EFT	EFT	452.35
	8/21/2018	EFT	EFT	9,269.65
			Manual Total	11,357.66
			Total All Vouchers	351,648.49

Donna Heimke *moved*, Amy Whiteman *seconded*.
Motion to approve consent agenda. *CARRIED*.

11. Department Head and Committee Reports

Bill Hunsaker, Building Official and Fire Chief said new radios have been received and he hopes to have the mobiles installed later this month. Hunsaker said there will be a Fireman's Breakfast at the fire hall on Saturday from 7 to 10 a.m. for Huckleberry Festival.

Mike Hepner, Police Chief said the police department will assist with the Huckleberry Festival parade on Saturday. He noted that Fish and Wildlife has not intention of killing the cougar's in the area. Hepner said if located they will be treed and moved.

Jan Brending, Clerk Treasurer reported the auditors will be in the office later this month and she is working on the 2019 budget.

Dave Poucher, Mayor said he attended a meeting with the Port of Hood River regarding the bridge. He said he feels things are going really well and it looks like everything is moving forward.

Marla Keethler asked if the Washington entities are sitting on the advisory committee.

Poucher said yes as long as things continue to move forward in a positive way. He said he believes the name of the committee will be changed to the "Bridge Replacement Committee." He noted the advisory committee has not yet met.

Ken Woodrich, City Attorney said he has no report.

Kevin English, Public Works Operations Manager said work on the 4th Street project has begun and that Klickitat County will start work on Wyers Street next week.

Marla Keethler asked about the overgrown sidewalk on Riverwatch Drive.

Bill Hunsaker said he is working with the landowners on the issue.

Mayor Poucher noted that the Public Works Department will also be addressing the stormwater issue on Riverwatch Drive.

Jason Hartmann said he attended a meeting regarding conflict resolution and found it beneficial.

Mike Hepner noted that the group will meet again at the end of September.

Hartmann said he met with Fire District 3.

Ashley Post said the Parks and Recreation Committee met with several property owners from Snowden who had questions about the metropolitan park district ballot measure. She said Jan Brending provided information and facts about the pool.

Marla Keethler said it will be nice to get the updated plans from W.M. Smith Aquatics. She asked when the extra garbage cans are going to be placed in the park.

Marla Keethler said the Tree Board is interviewing finalists for the request for proposals related to hiring an arborist to conduct an inventory of city park and city street trees. She said the city's new website should go live next week.

Keethler asked about the legal process of public hearings related to annexations. She said she would like to encourage the city to take extra steps to notify property owners directly about an annexation that includes their property.

The council discussed the exterior of city hall and options for completing the work.

12. Adjournment

The meeting was adjourned at 6:56 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer



CITY OF WHITE SALMON
City Council Special Meeting - Wednesday, September 12, 2018
Meeting with City of White Salmon Planning Commission
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Ashley Post
Amy Whiteman

Staff Present:

David Poucher, Mayor
Ken Woodrich, City Attorney
Erika Castro-Guzman, Associate Planner

1. Call to Order

The meeting was called to order by Planning Commissioner Anne Medenbach at 5:30 p.m.

2. Roll Call

All council members were present.

3. Comprehensive Plan Update – Economics, Commercial/Industrial/Employment Lands, and Funding Improvement

Nick Kraemer and Dotty DeVaney reviewed the Economics and Urbanization Land Use Elements of the current comprehensive plan.

The planners, city council and planning commissioners discussed the unemployment rate. Information was presented regarding Klickitat County's EDA Strategic Plan and Mid-Columbia Economic Development District's strategy guidelines for 2017-2022.

City council members and planning commissioners discussed visions for the Riverfront District, Loop Road Commercial District and other district consideration. Other items discussed were building height restrictions, parking requirements and how to encourage feedback for the type of growth envisioned for the City of White Salmon.

The next Joint Meeting will be held November 14 at 5:30 p.m.

4. Adjournment

The meeting was adjourned at 7:45 p.m. p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, September 19, 2018
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Ashley Post
Amy Whiteman

Staff Present:

Dave Poucher, Mayor
Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Kevin English, Public Works Operations Mgr.
Mike Hepner, Police Chief
Erika Castro-Guzman, Associate Planner

1. Call to Order

Mayor Poucher called the meeting to order at 6 p.m. There were approximately 7 people present.

2. Roll Call

Ashley Post moved, Amy Whiteman seconded.
Motion to excuse Donna Heimke and Marla Keethler. CARRIED.

3. Comments – Public and Council

Ruth Olin, White Salmon thanked the city for working with them related to the 4th Street project. She said she feels the changes have made it better. Olin said she would still like to see impervious surfaces minimized and the usage of drainage and green areas. She said she has two requests: 1) that shoulder area south of Mark's Auto not be paved and left as dirt or gravel so that it could be made in to a green space in the future with no parking in that area when the business is sold and 2) that the area of sidewalk proposed after the sidewalk wraps around the corner at Wyers be eliminated.

Dave Poucher said he met with Dan Kent with Salmon Safe and that permeable roadways will help the salmon. He said there may be grants for White Salmon. Poucher said it would be great to adopt "salmon safe policies."

Ray Klebba, Cherry Hill Street, White Salmon said that the public works night lights on Spring street are very bright and shines on his property. He said he does not believe they are "night sky" friendly and asked if something could be done about them.

Pat Munyan said no changes have been made to the lights but he could see if some changes could be made to make them less intrusive.

4. Changes to the Agenda

There were no changes to the agenda.

5. Notices of Intent to Annex – Shelley Baxter/Ray Klebba and Nancy White

Jan Brending presented information to the city council regarding two Notices of Intent to Annex submitted by Shelley Baxter/Ray Klebba and Nancy White. Brending presented four different options for possible annexation area and associated proposed zoning. She noted that residential areas were proposed to be zoned as R2 Two-Unit Residential and those areas zoned as Commercial by Klickitat County are proposed to be zoned Commercial. Brending said the main purposes of expanding the proposed annexation area was to bring more of Spring Street into the city limits and to bring areas in that are already surrounded by city limits.

Shelley Baxter and Ray Klebba said they thought they could not have a say in the proposed zoning. They said they would prefer a vision of sustaining the rural character of the area and would prefer R1 Single-Family Residential zoning.

Nancy White and Mike Rockwell (representing Nancy White) said that R1 Single-Family Residential would be fine and that R2 zoning seems a little dense. Rockwell spoke to the four proposed annexation areas. He said that option 2 for the annexation area is doable but that anything beyond that becomes more difficult to get the required signatures for the petition. Nancy White noted that portions of her property might not be suitable for R2 zoning due to the steepness of the property.

Ken Woodrich asked White if R1 zoning would be acceptable.

Nancy White said she would prefer R2.

Ken Woodrich provided an overview of the annexation process.

Jason Hartmann moved, Amy Whiteman seconded.

Motion to accept Notice of Intent to Annex submitted by Shelly 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 as noted per Option 2 map provided by staff with proposed zoning of R1 Single-Family Residential and requiring assumption of all City indebtedness.
CARRIED.

6. Labor Attorney – Terms of Engagement, Menke Jackson Beyer LLP

Pat Munyan reviewed the proposed “Terms of Engagement” with Menke Jackson Beyer LLP for providing attorney services related to labor and personnel issues.

Ken Woodrich said he does not have the expertise that is needed regarding labor and personnel issues. He noted that Menke Jackson Beyer is about half the rate of most labor attorneys and will do a good job for the city.

Amy Whiteman moved, Ashley Post seconded.

Motion 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. CARRIED.

7. Leak Adjustment Request – Alejandro Pita

Jan Brending presented a “Leak Adjustment Request” from Alejandro Pita. She said the city’s ordinance authorizes the clerk treasurer to approve leak adjustment requests related to utility billing up to \$500, anything over that amount requires council approval. Brending said she has reviewed the request and recommends the council authorize a utility billing adjustment in the amount of \$804.42.

Amy Whiteman moved, Jason Hartmann seconded.

Motion to approve Leak Adjustment Request submitted by Alejandro Pita in the amount of \$804.42. CARRIED.

8. Personal Services Contract – Arborist, City Tree Inventory and Management Plan

Jan Brending presented information to the city council regarding the request for proposals for a city tree inventory and management plan. She said the city received six proposals that were evaluated by members of the Tree Board. Brending said interviews were then scheduled with the top three candidates. She said the Tree Board is recommending the city enter into a contract with Peninsula Urban Forestry to inventory and develop a management plan for city trees in the amount of \$11,200.

Ashley Post moved, Jason Hartmann seconded.

Motion 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. CARRIED.

9. Consent Agenda

a. Approval of Vouchers

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

Type	Date	From	To	Amount
Claims	9/19/2018	34225	34255	166,462.82
		EFT	EFT	13,664.01
			Claims Total	180,126.83
Payroll				
			Payroll Total	0.00
Manual Claims				

			Manual Total	0.00
			Total All Vouchers	180,126.83

*Jason Hartmann moved, Amy Whiteman seconded.
Motion to approve consent agenda. CARRIED.*

10. Department Head and Committee Reports

Bill Hunsaker, Fire Chief showed the city council the new radios for the fire department. He said the burn ban has been extended to October 2.

Jan Brending, Clerk Treasurer said the audit has begun and auditors will be in the office all next week. She noted that the Budget Committee meeting scheduled for Monday has been cancelled and will be rescheduled.

Brending noted that a Special Council Meeting with the Planning Commission has been scheduled for Monday, September 24 from 1 to 3 p.m. She said a representative from Blue Zones LLC will make a presentation to the city council and planning commission regarding walking audits. Brending said attendees should wear walking shoes and dress appropriately for the weather as participants will be walking around White Salmon.

Ashley Post said she has been busy with the Tree Board. She asked if there are any options for the 4th Street project.

Ruth Olin noted that time is of the essence as they are going to be paving soon.

Pat Munyan said the area is a slope and the decision to pave the area is that cars currently park there and it will make a better parking area so that gravel and dirt do not move onto the asphalt. He said the decision to pave it or not needs to happen now. Munyan said the paving was supposed to be part of the original plan and was left out. He said if it is not paved it will be an ongoing maintenance problem for staff.

Jason Hartmann said he does not have strong feelings one way or another.

Dave Poucher said he would like to see it graveled instead of paved.

Jason Hartmann said the city can always come back and pave it if it becomes a serious maintenance issue.

There was a consensus of the city council not to pave the shoulder on the west side of 4th Street just below Mark's Auto.

Pat Munyan said he would need to review the plans related to the sidewalk to see if the area in question is needed to meet ADA requirements.

Jason Hartmann said he met with Fire District 3 to understand their goals and obtain information regarding the Fire District's ballot measure.

Dave Poucher said he met with the individual who is doing the EIS on the new bridge. He said they talked about the toll and concerns with the idea of having a drive by toll only and how that impacts low income individuals.

Ken Woodrich, City Attorney said that if the council wants to support a specific ballot measure there are procedures that it must follow.

11. Adjournment

The meeting was adjourned at 7:46 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer



CITY OF WHITE SALMON
City Council Special Meeting - Wednesday, September 24, 2018
Meeting with City of White Salmon Planning Commission
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke

Staff Present:

David Poucher, Mayor
Pat Munyan, City Administrator
Bill Hunsaker, Building Official/Fire Chief
Erika Castro-Guzman, Associate Planner

- 1. Call to Order**
The meeting was called to order by Mayor David Poucher at 1:00 p.m.
- 2. Roll Call**
Ashley Post, Marla Keethler and Amy Whiteman were absent.
- 3. Dan Burden, Blue Zones LLC**
Dan Burden with Blue Zones LLC made a presentation to the city council and planning commission regarding "walking audits" and make improvements related to pedestrians. The council and planning commission took a short walk with Dan Burden around the City and then returned to the council chambers for further discussion about what was seen on the walk.
- 4. Adjournment**
The meeting was adjourned at 3:00 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer