

**AGENDA**  
**CITY OF STEVENSON COUNCIL MEETING**  
**June 27, 2024**  
**6:00 PM, City Hall and Remote**

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or  
301-715-8592, Meeting ID 889 7550 7011, Zoom link  
<https://us02web.zoom.us/j/88975507011> or via YouTube at  
<https://www.youtube.com/channel/UC4k9bA0IEvsF6PSoDwjvA/>

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Items with an asterisk (\*) have been added or modified after the initial draft publication of the Agenda.

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**1. CALL TO ORDER:** Mayor to call the meeting to order and conduct roll call.

**2. PUBLIC COMMENTS:** *[This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign in to be recognized by the Mayor. Comments are limited to three minutes per speaker. The Mayor may extend or further limit these time periods at his discretion. The Mayor may allow citizens to comment on individual agenda items outside of the public comment period at his discretion. Please submit written comments to City Hall in person at 7121 E. Loop Rd, via mail to PO Box 371, Stevenson, WA 98648 or via email to [leana@ci.stevenson.wa.us](mailto:leana@ci.stevenson.wa.us) by noon the day of the meeting for inclusion in the council packet.]*

**3. COUNCIL BUSINESS:**

**a) Approve Contract Amendment with Understory Landscape Architecture, LLC for Park Plaza Design Services** - City Administrator Leana Kinley presents the staff report and contract amendment with Understory Landscape Architecture, LLC for design services of the Courthouse Park Plaza in the amount of \$349,423 plus expenses not to exceed \$355,000 for a total revised contract amount of \$570,752.

MOTION: To approve the contract amendment with Understory Landscape Architecture, LLC for design services of the Courthouse Park Plaza in the amount of \$349,423 plus expenses not to exceed \$355,000 for a total revised contract amount of \$570,752.

**b) Approve Resolution 2024-437 Authorizing Road Closure** - Public Works Director Carolyn Sourek presents the resolution regarding temporary road closure for the 1st Street Overlook Project.

MOTION: To approve resolution 2024-437 authorizing the temporary closure of a road to ensure public safety.

**c) Critical Areas Ordinance Update** - Community Development Director Ben Shumaker will provide an update on the Critical Areas Ordinance Update required by the state.

**d) American Recovery Plan Act Fund Distribution** - City Administrator Leana Kinley presents a staff memo regarding how to obligate the ARPA funding ahead of the end of the year for council discussion and possible action.

MOTION: To approve spending the remaining \$298,313 in ARPA funds on the [Frank Johns Extension/Wastewater Treatment Plant].

**e) Approve First Street Project Local Agency Agreement Supplement No. 2 and Revised Project Prospectus** - Public Works Director Carolyn Sourek requests council approval of the Agreement Supplement No 2 and revised Project Prospectus with the Washington State Department of Transportation, which increases the overall project costs by \$106,073, from a total cost of \$1,130,948 to a revised total cost of \$1,237,021. The update is based on actual contract costs and additional grant funds received.

MOTION: To approve the Local Agency Agreement Supplement No. 2 and revised Project Prospectus for the First Street Project for a total project cost of \$1,237,021.

**4. ADJOURNMENT** - Mayor will adjourn the meeting.

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*UPCOMING MEETINGS AND EVENTS:*

- Thursday, July 4th, Independence Day, City Offices Closed
- Monday, July 8th, 6pm, Planning Commission Meeting
- Thursday, July 18th, 6pm, City Council Meeting



# City of Stevenson

*Leana Kinley, City Administrator*

Phone (509)427-5970  
FAX (509) 427-8202

7121 E Loop Road, PO Box 371  
Stevenson, Washington 98648

To: City Council  
From: Leana Kinley, City Administrator  
RE: Courthouse Park Plaza Design Services Contract  
Meeting Date: June 27, 2024

## **Executive Summary:**

In August 2023 Council approved the initial design phase contract for the Courthouse Park Plaza project. The design was phased as the initial design was cost prohibitive. This addendum is for the second phase of design and will get the project to a construction ready project. Council requested additional information at the June 27<sup>th</sup> council meeting, which are included in the packet.

## **Overview of Items:**

Information regarding the contract amount in comparison to the total project is included in the June 20<sup>th</sup> council packet under the discussion on the matter. The additional information requested of council is listed below:

- A letter of support for the project by the Skamania County Commissioners
  - A letter of support was requested and was not approved. A joint meeting between the City and County is recommended to answer questions, concerns, discuss amendments to the agreement, and review and approve the design.
- Verification the contract with Understory may be cancelled without spending the full amount.
  - An email from the City Attorney is enclosed and verifies the contract may be terminated with 30-days notice.
- Verification Lodging Tax funds may be used on the project.
  - Both MRSC and the State Auditors' Office stated the City Attorney needs to provide direction on the matter. Attached is a letter from the City Attorney on the issue.

## **Action Needed:**

Approve the contract amendment with Understory Landscape Architecture, LLC for design services of the Courthouse Park Plaza in the amount of \$349,423 plus expenses not to exceed \$355,000 for a total revised contract amount of \$570,752.

**CITY OF STEVENSON  
PROFESSIONAL SERVICES CONTRACT AMENDMENT #1**

**Between Understory Landscape Architecture  
And the City of Stevenson**

**For professional design services for the Courthouse Park Plaza.**

This agreement entered into this 20<sup>th</sup> day of June 2024 by and between the CITY OF STEVENSON a municipal corporation located in the County of Skamania, State of Washington (hereinafter referred to as the City) and UNDERSTORY LANDSCAPE ARCHITECTURE, LLC (hereinafter referred to as the Contractor).

The parties recite and declare that:

1. The City and the Contractor entered into a Professional Services Contract on the 24<sup>th</sup> day of August, 2023 for professional design services for the Courthouse Park Plaza project (“the Contract”);
2. An increased scope and fee prescribed in that agreement is necessary; and
3. The City and the Contractor are desirous of entering into a contract to formalize their relationship.

For the reasons set forth above and in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom the City and Contractor agree as follows:

**Section 1  
Acceptance, Effective Date and Duration**

This amendment shall constitute an increase in scope and fee and an extension of the Contract scheduled to expire on December 31, 2024. The scope and fee increase is outlined in attached exhibit A and the contract is hereby extended through June 30, 2025.

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

**Section 2  
Complete Agreement**

This amendment constitutes a supplement to the Contract. Except as specifically modified herein, all terms of the Contract remain in full force and effect. The terms of the Contract together with the terms of this Amendment embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Contractor other than contained herein.

**Section 3  
Certification of Authority**

The parties hereby certify the person executing this agreement on behalf of the City and the Contractor have legal authority to enter into this agreement on behalf of the City and the Contractor and are able to bind the City and the Contractor in a valid agreement on the terms herein.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF STEVENSON

CONTRACTOR

By: \_\_\_\_\_  
\_\_\_\_\_, its Mayor

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

Andrea Kuns, Principal  
Understory Landscape Architecture  
Name & Title

320 SW Century Dr. Ste 405-257  
Bend, OR 97702

\_\_\_\_\_  
Mailing Address

(541) 241-2130  
Telephone Number

Approved as to form

\_\_\_\_\_  
Robert C. Muth,  
City Attorney

605-308-908  
UBI#

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# understory

June 6, 2024

Leana Kinley  
City of Stevenson  
7121 E. Loop Rd/PO Box 371  
Stevenson, WA 98648-0371

## **Courthouse Park Plaza | Phase 2 Design Services**

Understory is pleased to submit the following proposal for Design and Engineering Services to the City of Stevenson (Client) to continue work on the Courthouse Park Plaza project. The following Proposal includes advancing the design and documentation through construction documents and land use permitting as outlined in the scope of work below. The proposal is based on the Park Plaza design as shown in the schematic design documents and has an assumed construction budget of \$3.2 Million.

### **Project Understanding and Team Roles:**

1. The project includes full design services for a new public plaza located at the Skamania Courthouse lawn located on 2nd Street in Stevenson Washington. Amenities include gathering and seating areas, an amphitheater, interactive water, a pre-manufactured restroom building, planting and irrigation, and site lighting.
2. Understory will provide landscape architectural design services and proposes the following sub-consultants for the project:
  - Civil Engineering - Akana
  - Structural Engineering - Akana
  - Land Use Permitting - Akana
  - Arborist and Irrigation Design- Akana
  - Water Feature Design - STO Design
  - Lighting Design - Fieldwork Lighting Studio
  - Cost Estimating - DCW
  - Electrical Design - PAE
  - Geotechnical Engineering - GRI
  - Surveying - Emerio
3. Understory's role will be to provide the following:
  - Lead the overall site design for the Courthouse Park Plaza.

- Work directly with the City of Stevenson and the design team during the effort to ensure a comprehensive approach to the work.
  - Document proposed landscape architecture elements including site paving, walls less than 4' high, site grading, planting, furnishings, and tree protection.
4. Akana civil engineers will document all subsurface utilities, erosion and sedimentation control, and stormwater facilities. Understory will transfer detailed grading documents following completion of 75% Construction Documents to the civil engineer for preparation of final construction documentation.
  5. Akana structural engineers will provide review of landscape designed elements including site retaining walls and custom furnishings.
  6. Akana arborists will review tree protection plans for conformance with the arborist report.
  7. Akana landscape architects will provide a basis of design for modifications to the existing irrigation system. The irrigation system will be contractor designed and built.
  8. Akana planners will prepare land use applications as required by the City of Stevenson and prepare the SEPA checklist.
  9. DCW will prepare opinions of probable cost at milestones outlined in the scope of work. Estimates will be prepared in Unifomat II format and a single revision is included for each estimate.
  10. GRI will conduct geotechnical investigations and prepare a detailed report summarizing the findings. Two (2) borings drilled to depths ranging from 20' are included in the proposal.
  11. Fieldwork Lighting Studio will document all site lighting in the plaza. Understory will coordinate with Fieldwork Lighting Studio to select fixtures and will include light fixtures in landscape layout plans. The following areas are excluded from the lighting design scope: the existing courthouse stair, restroom, lighting within the ROW
  12. PAE will provide electrical design. Electrical systems will include permanent power to the restroom building and site, service distribution and branch panels, and review of lighting drawings to review for energy performance and egress code compliance.
  13. STO Design will design and engineer the interactive water feature which will include approximately (15) interactive jets..

### **Scope of Work:**

Based on our understanding of the project, and the information provided, we propose the following scope of work:

#### **1. Project Management**

- 1.1 Bi-Weekly Meetings** - Understory will lead bi-weekly project management coordination calls throughout the project with City staff to review project progress and coordinate our work. The bi-weekly meetings are in addition to client / design team meetings outlined in the scope of work.

**1.2 Project Management-** Understory will provide overall project management for the design team. Understory will manage the overall project schedule, coordinate and manage sub-consultant tasks, provide meeting minutes for meetings listed below, and submit monthly invoices to the City.

**Task 1 Deliverables:**

- Project schedule identifying critical path items, key project submittals and milestones
- Meeting minutes from bi-weekly meetings

**Task 1 Meetings:**

- Bi-weekly meetings, held virtually

**2. Design Development (3 Months)**

At the start of the project, our team will address City comments on the schematic design set, confirm value engineering approach, coordinate the project across disciplines, and develop 100% Design Development Documents.

**2.1 Value Engineering** - At the completion of the schematic design phase the construction cost estimate was \$4.2 Million and the construction budget is \$3.2 Million. Understory and the City discussed preliminary approaches to value engineer the project; including a reduction in the size of the water feature, changes in site paving and wall materials, and a reduction in site accent lighting. Prior to beginning design development, we will confirm the value engineering approach with the consultant team and City.

**2.2 Design Refinement** - Our team will develop the plaza design and incorporate City and Community comments from the Schematic Design and Public Engagement phases. We will develop detailed design options for major plaza elements, including the interactive water feature, amphitheater steps, custom furnishings, and planting design. Our team will prepare sketches, plans, and sections as necessary to convey the development of the design to City staff.

**2.3 Geotechnical Engineering** - GRI will conduct two additional borings located at the base of the amphitheater steps and provide a final geotechnical report.

**2.4 Interdisciplinary Review** - Prior to finalizing the 100% Design Development Package, our consultant team will submit a 50% draft of the plan set to Understory for consultant review and coordination. The document set will be reviewed per our QA/QC process.

**2.5 100% Design Development Package** - Produce and submit 100% Design Development Package to the City.



**2.6 Cost Estimate** - DCW will prepare an opinion of probable construction cost estimate for the 100% Design Development Package. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

**2.7 Review and Respond to Client Comments** - Following completion of the 100% Design Development packages City staff will provide consolidated comments. Our team will review and provide written responses to all comments.

**2.8 Client / Design Team Meetings** - In addition to bi-weekly management meetings, key representatives from the consultant team will meet virtually with City staff and key project stakeholders twice during the DD phase as outlined below:

- Meeting 1: At the start of the design development phase, we will meet to review the SD package, confirm the value engineering approach, and discuss comments and assumptions from the schematic design package.
- Meeting 2: Review design refinements of the plaza prior to presenting an update to the County Commissioners and finalizing the design development package
- Meeting 3: At the completion of the design development phase, we will meet to review City comments on the Design Development Package.

**2.9 Preparation of Illustrative Graphics** - Following Client / Design Team Meeting #2, Understory will prepare presentation graphics to illustrate the updated plaza design. Graphics are intended for communicating the refined design to County Commissioners and for presenting to the City of Stevenson Planning Commission at the public hearing.

Task 2 Deliverables:

- 100% Design Development Package:
  - Demolition and Tree Protection Plan
  - Erosion Control Plans and Details
  - Utility Plan
  - Stormwater Plans
  - Site Grading Plan
  - Site Materials Plan
  - Planting Area Plan
  - Irrigation Conceptual Zone Plan
  - Site Details and Sections as necessary to convey design intent

- o Water Feature Plans and Details
- o Electrical Plans showing equipment locations and main routings, details, and diagrams
- o Lighting Plans, Fixture schedule and product cut sheets
- One (1) 100% Design Development Cost Estimate
- Final Geotechnical Report
- Written Responses to Client Comments
- Meeting Minutes for Client / Design Team Meetings

**Summary List of Task 2 Meetings:**

- Three (3) Client / Design Team Meeting, held virtually
- Consultant Coordination Meetings, held virtually

**3. Construction Documents (6 Months)**

Following the completion of Design Development and in response to Client feedback, our team will address consolidated comments, coordinate the project across disciplines, and develop 75% and 100% Construction Documents for the Courthouse Park Plaza.

**3.1 Construction Documentation** - Our team will refine and develop the technical documentation of the project to a level of detail sufficient for future bidding, permitting, and construction of the project. This includes the development of typical and custom construction details, plans for construction, and technical specifications.

**3.2 75% Construction Document Package** - Produce and submit 75% Construction Document Package.

**3.3 Cost Estimate** - DCW will prepare an opinion of probable construction cost estimate for the 90% submittal. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

**3.4 Review and Respond to Client Comments** - Following completion of the 75% Construction Document packages City staff will provide consolidated comments. Our team will review and provide written responses to all comments.

**3.5 Client / Design Team Meetings** - Key members of our consultant team will meet virtually with City staff and key project stakeholders three times throughout the Construction Document phase. Two meetings will occur prior to the 75% CD submittal to review design progress, and the third meeting will occur following the 75% Construction Document submittal to Review and discuss the cost estimate and Client comments on the 75% Construction Document Set.

**3.6 100% Construction Documentation** - Produce and submit 100% signed and stamped “shovel ready” Construction Document Package.

Task 3 Deliverables:

- 75% and 100% Construction Documents:
  - Demolition and Tree Protection Plan
  - Erosion Control Plans and Details
  - Utility Plans and Details
  - Stormwater Plans and Details
  - Site Grading Plan
  - Site Materials Plan
  - Site Layout Plan
  - Soils Plan
  - Planting Plan and Details
  - Design-Build Irrigation Plan and Details
  - Site Construction Details
  - Water Feature Plans and Details
  - Lighting and Electrical Plans and Details
  - Technical Specifications in CSI format
- One (1) 75% CD Cost Estimate
- Written Responses to Client Comments
- Meeting Minutes for Client / Design Team Meetings

Summary List of Construction Document Meetings:

- Three (3) Client / Design Team Meeting, held virtually
- Consultant Coordination Meetings, held virtually

**4. Land Use Permitting (9 Months)**

Our team will assist the City in obtaining necessary Land Use Permits for the project. Based on our understanding of the project we’ve identified the following permits that will be required: SEPA Checklist, City of Stevenson Conditional Use Permit.

Task 4 Deliverables:

- SEPA Checklist

- City of Stevenson Conditional Use Permit Application (Drawings and Narrative). The design development set will be used for the Conditional Use permit application

**Task 4 Meetings:**

- One (1) Pre-application Meeting with City / County Staff
- One (1) Public Hearing with the City of Stevenson Planning Commission, held in person

**5. Optional Task - Cost Estimating**

DCW will prepare an opinion of probable construction cost estimate for the 100% Construction Document Submittal. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

**Task 5 Deliverables:**

- 100% CD Cost Estimate

**Fees**

We propose the following fees:

1. Project Management	\$28,048.00
2. Design Development	\$145,165.00
3. Construction Documents	\$146,795.00
4. <u>Land Use Permitting</u>	<u>\$29,415.00</u>
	<b>Total: \$349,423.00 <i>plus expenses</i></b>
5. Optional Task - Cost Estimating	\$3,400.00
	<b>Total not to exceed \$355,000.00</b>

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

**Exclusions to Scope of Services**

1. Fees associated with obtaining land use permits.
2. Work within the public right of way.
3. Public engagement, including online surveys, graphic preparation, or in-person meetings
4. Services during construction.
5. Division 1 specifications.
6. Any work that extends beyond the limit of work as shown in the Schematic Design Package.
7. Work over Structure.

8. Site signage, interpretive signage, or way-finding except as otherwise indicated herein.
9. Security system design and specification of security equipment.
10. Work involving hazardous soils or soil remediation methods.
11. Preparation of multiple documents for phased permitting or bid packages.
12. Significant design modifications to the approved Design Development or Construction Documentation submittals for any of the following reasons: 1) cost reductions from agreed construction budget, 2) change of scope, 3) change of program or vision.
13. Production of professional renderings or models for marketing or other purposes beyond those outlined in the scope and required for the design process.
14. Production of a 3D model for design or construction, including Revit or similar.
15. Physical models and design mockups.
16. Production of maintenance manuals.
17. Additional meetings, presentation, or public review processes, in excess of anticipated meetings (per phase) as listed above in the scope of work. Preparation and attendance for additional meetings/presentations/public review will be performed at the request of the Client, and billed as time and materials based on Understory's hourly rates.

### **Assumptions**

1. Our proposal is based on the above scope of work and schematic design package issued in March of 2024.
2. Construction Documentation will be based upon Understory's CAD standards.
3. The project is not currently funded for construction and the construction timeline is unknown.
4. The project will be constructed in one phase.
5. This phase of the project is scheduled to be completed by June 2025.

Please contact me or Amy Cragg if you have any questions, require clarification, or if we can be of further assistance. We look forward to continuing to work with you on the Courthouse Park Plaza project.

Sincerely,

Understory Landscape Architecture LLC



Andrea Kuns

Principal, Landscape Architect

andrea@understory.design

541-241-2130

June 24, 2024

Dear Stevenson Councilmembers,

The Skamania County Commissioners support the Park Plaza project as discussed at our May 14<sup>th</sup> meeting. We will negotiate in good faith any aspects of the current design we feel are necessary to meet the needs of our constituents. It is our intent to ensure county residents are not unduly burdened by the project and the history of the area is upheld.

Sincerely,



Leana Kinley <leana@ci.stevenson.wa.us>

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## Park Plaza Consultant Contract and amendment question

2 messages

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**Leana Kinley** <leana@ci.stevenson.wa.us>  
To: Robert Muth <RMuth@kilmerlaw.com>

Mon, Jun 24, 2024 at 9:52 AM

Robert,

A question came up at the council meeting regarding whether or not the attached contract and amendment could be terminated early without having to pay the full amount. Please review and let me know to pass on to Council for the meeting this Thursday.

Thanks,

***Leana Kinley, EMPA, CMC***

City Administrator  
7121 E. Loop Rd/PO Box 371  
Stevenson, WA 98648-0371  
(509) 427-5970 x204

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### 2 attachments



**Understory Courthouse Plaza Design Services Contract-Amendment 1.pdf**  
258K



**Understory Courthouse Plaza Design Services Contract-Signed.pdf**  
3317K

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**Robert C Muth** <rmuth@kilmerlaw.com>  
To: Leana Kinley <leana@ci.stevenson.wa.us>

Mon, Jun 24, 2024 at 6:19 PM

## ATTORNEY CLIENT COMMUNICATION

Leana – With respect to the Professional Services Contract dated August 24, 2023, with Understory Landscape Architecture, LLC, the contract requires the City to pay for “the work to be performed ... and reimburse for actual transportation costs that are necessary for the performance of this contract ...”

Either party may terminate the Contract upon 30 days written notice. Once terminated Understory shall perform no other services. “In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY’s early termination of this contract.”

The Contract further excludes any claims for consequential damages arising out of or connected to the project.

The Amendment does not vary these termination provisions.

So, there is no additional financial risk to the City if the City chooses to terminate the contract prior to December 31, 2024.

Please advise if you have additional questions.

**Robert C. Muth | Shareholder**

Kilmer, Voorhees & Laurick, PC

[2701 NW Vaughn Street, Suite 780](#)

[Portland, Oregon 97210](#)

P: (503) 224-0055 | Ext. 223 | C: (971) 506-0263

[rmuth@kilmerlaw.com](mailto:rmuth@kilmerlaw.com) | [www.kilmerlaw.com](http://www.kilmerlaw.com)

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[Quoted text hidden]



**MEMORANDUM  
ATTORNEY CLIENT COMMUNICATION**

TO: Leana Kinley  
FROM: Robert C. Muth, City Attorney  
DATE: June 26, 2024  
RE: Use of TAC funds for Courthouse Plaza Project (“the Project”)

Leana – I am providing you with the following legal memorandum associated with the issue raised regarding the use of lodging tax funds (“TAC”) funds (restricted monies) on the Project.

First, as the City Attorney and a former council member, I personally do not take any position on the Project one way or the other.

Second, while I have not personally reviewed the prior communication and audit issues associated with the Project, my assumption in this analysis is the auditor’s office has previously approved the use of restricted funds on this Project.

By way of a short background, the TAC funds – include both the “basic” and “additional” lodging taxes – must generally be used for tourism promotion, **acquisition of tourism-related facilities, or operation of tourism-related facilities.** RCW 67.28.1815-.1816. The statute allows for the following, non-exhaustive use of TAC funds:

- Tourism marketing
- Marketing and operations of special events and festivals designed to attract tourists
- Operations *and* capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district, including repayment of general obligation bonds (RCW 67.28.150) or revenue bonds (RCW 67.28.160) for eligible capital projects
- Operations of tourism-related facilities owned or operated by nonprofit organizations (but *not* capital expenditures)

Definitions of “tourism,” “tourism promotion,” and “tourism-related facility” are provided in RCW 67.28.080. Cities and counties may use the funds directly or indirectly through a convention and visitors bureau or destination marketing organization. The funds may be awarded to cities or counties for eligible expenses, nonprofits, or tourism organizations.

The Auditor’s office will require the City to be deemed an applicant for the allocation of any TAC funds and require the same approval process. RCW 67.28.1816(2)(b)(ii) states: “The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.” Again, the guiding principle is the Project should be used by tourists; however, each situation is unique and requires assessment.

The Attorney General's office, after conferring with the State Auditor's Office, has concluded lodging tax revenues may be used to pay for staff support of the lodging tax advisory committee, provided there is a proper application, and the required reporting requirements are followed. The Attorney General's conclusion comes from RCW 67.28.1815, which states the revenues must be used "solely for the purpose of paying all or any part of the cost of tourism promotion..."

The City will need to justify with objective as well as subjective data the Project will promote tourism in Stevenson. RCW 67.28.080(6) defines "tourism promotion" as activities, operations, and expenditures designed to increase tourism. There is not a definitive list of the kinds of projects which may promote tourism. The non-exhaustive list does mention funding the marketing or operation of special events and festivals. In my interpretation this would include facilities to host these kinds of special events and festivals.

RCW 67.28.080(7) further defines a "tourism-related facility" to include real property with a usable life of three or more years – owned by a public entity (does not require the City to be the real property owner), thus the lease with the County would satisfy the "ownership by a public entity" requirement. The facility must be used to support tourism, performing arts, or to promote tourist activities – thus the use of the Project is not limited to a specific purpose. Obviously, if any reason for the Project is to support tourism or accommodate tourist activities, the Project would meet the definition. The use of the Project for concerts or other performing arts would also meet the definition. There is caselaw confirming the use of TAC funds on stadium facilities, which clearly would be used by tourists, but also by local residents. There is also authority to support the City of Vancouver's use of TAC funds for the construction of an outdoor plaza. The Vancouver outdoor plaza project is the most similar one I have found to the Project.

RCW 67.28.120 authorizes any "municipality" either jointly or with any other municipality (such as the County) to acquire and to operate tourism-related facilities. Here, the City and the County are in a joint relationship to lease, develop and operate the Project.

Obviously if someone were to litigate whether the City has authority to use TAC funds, the issue will be fact based. There are no objective guidelines for determining if the Project is promoting tourism, so the Court will have the ultimate say on the issue. Subjective evidence can be offered as to the nature of the Project and the effect and/or affect on promotion of tourism within the City. In one MRSC article authored by Eric Lowell – "Can We Spend Lodging Tax Funds on That?" in addressing whether TAC funds could be used to improve a municipal golf course, the answer was "It depends. If the city can show that the golf course has a healthy number of tourists using it, then it could be an allowable use. If the municipal golf course is mainly used by locals, then most likely it would not be an eligible use of lodging tax funds."

In August 2016, the Attorney General issued an informal opinion clarifying lodging tax awards. The informal opinion, written by Assistant Attorney General H. Lee Overton, provides some clarity to the question of whether a municipality can award an amount that differs from the recommendation for the use of TAC funds. The informal opinion basically says the roles of the TAC committee and the municipality are clear: the committee is to make recommendations and the municipality is to make a final determination. The legislative body has the ability to award an

amount that differs from the recommendation, but in order to do so it must first submit the proposed changes to the committee under the provisions of RCW 67.28.1817(2) which states in part: “Any municipality that proposes [...] a change in the use of revenue received under this chapter shall submit the proposal to the lodging tax advisory committee for review and comment. The submission shall occur at least forty-five days before final action on or passage of the proposal by the municipality. The advisory committee shall submit comments on the proposal in a timely manner through generally applicable public comment procedures. The comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under RCW 67.28.1815. Failure of the advisory committee to submit comments before final action on or passage of the proposal shall not prevent the municipality from acting on the proposal.

I realize there is not a definitive answer to the question of whether TAC funds can be used to fund the Project. However, based on the proceeding and the prior approval of expenditures by the Auditor lead me to conclude the City is permitted to use the TAC funds on the Project.

**CITY OF STEVENSON  
RESOLUTION NO. 2024-437**

**A RESOLUTION OF THE CITY OF STEVENSON REGARDING THE TEMPORARY  
CLOSURE OF A ROAD TO ENSURE PUBLIC SAFETY**

**WHEREAS** the Stevenson City Council is charged by state law under RCW 47.48.010 with authority to close City streets; and

**WHEREAS** the City of Stevenson is improving the east side street network with the 1<sup>st</sup> Street Overlook Project; and

**WHEREAS** the proposed work will require the entire roadway width for 1st Street from Columbia Avenue to Frank Johns; and

**WHEREAS** the Director of Public Works believes the safety of contractors and the motoring public will be enhanced by the temporary closure of the street; and

**WHEREAS**, the Public Works Department intends to timely notify the public, through publication in the Skamania County Pioneer, about the closure and alternate routes to avoid the closure; and

**WHEREAS** the City Council considered this matter at a duly advertised public meeting and finds and concludes this Resolution will further the public health and welfare.

**NOW, THEREFORE**, it is hereby ORDERED and RESOLVED by the Stevenson City Council as follows:

**Section 1. Findings.** The Council hereby adopts as finding those statements contained in the recitals above.

**Section 2. Safety.** The Council hereby finds good cause to temporarily close the entire roadway width for 1st Street from Columbia Avenue to Frank Johns, specifically to ensure the safety of workers and the motoring public during the term of the proposed work.

**Section 3. Notice.** The Council directs the Public Works Director to provide appropriate notice of the road closure pursuant to RCW 47.48.020.

**Section 4. Road Closure.** Upon proper notice, the Council authorizes closure of entire roadway width for 1st Street from Columbia Avenue to Frank Johns for a time period necessary to complete the 1<sup>st</sup> Street Overlook Project.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its special meeting this 27<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Mayor of the City of Stevenson

ATTEST:

\_\_\_\_\_  
Clerk of the City of Stevenson

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Stevenson



# City of Stevenson

Leana Kinley, City Administrator

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7121 E Loop Road, PO Box 371  
 Stevenson, Washington 98648

To: City Council  
 From: Leana Kinley, City Administrator  
 RE: ARPA Funding  
 Meeting Date: June 27, 2024

**Executive Summary:**

The city received \$447,354 in American Recovery Plan Act (ARPA) funding which has specific criteria on how it may be spent, which includes water or sewer utility projects or equipment. We have until the end of 2024 to obligate the funds, and until the end of 2026 to spend them. After the City purchased a Vactor Truck in 2022 there remains \$298,313 left to spend. Options for use are detailed below. Direction is needed on how to proceed.

**Overview of Items:**

The initial goal was to spend remaining ARPA funds on projects that would impact the tourism industry stifled by COVID, with the Stevenson Downtown Association (SDA) managing those projects. The SDA does not have recommended projects to move forward, and the funds need to be obligated by the end of the year.

Staff reviewed a list of eligible projects based on criteria listed below. The two projects that rose to the top are the Frank Johns sewer line extension and the Wastewater Treatment Plant.

	Sewer Line Extensions									Wastewater Treatment Plant
	Frank Johns	Lower Ryan	Maple Way	Foster Creek	First Falls	Loop	El Paso	Del Ray	Major	
Criteria (0 low-3 high)										
Supports existing private homes and mitigates water quality risks (weighted x2)	6	4	4	2	4	4	0	2	4	6
Supports opportunities for new development	1	2	3	3	3	1	3	2	1	0
Return on Investment (i.e. low complexity)	3	3	2	3	1	3	1	2	1	3
Impacts to existing pavement condition (3 bad-1 good)	2	2	2	3	3	2	1	3	2	3
<b>Totals</b>	<b>12</b>	<b>11</b>	<b>11</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>5</b>	<b>9</b>	<b>8</b>	<b>12</b>

- Frank Johns Extension – This project would continue the Main D extension north along Frank Johns as far as the funds will take it.
- WWTP Project – The remaining amount the city is responsible for the Wastewater projects is almost \$1.1M. The \$300k in funds would lower this balance.

**Action Needed:**

Motion to spend the remaining \$298,313 in ARPA funds on the [Frank Johns Extension/Wastewater Treatment Plant]



Agency City of Stevenson		Supplement Number 02
Federal Aid Project Number 30A2(001)	Agreement Number LA09765	CFDA No. <b>20.205</b> - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name 1st Street Pedestrian Amenities and Overlook Project

Length 0.23 mi

Termini West of Columbia Ave to Lutheran Church Road

**Description of Work**  No Change

The project will include crosswalk striping, vegetated curb extensions, new sidewalk, pedestrian overlook, path connecting to existing waterfront path, and streetscaping. +

**Reason for Supplement**

Increase Construction Consultant and Contract Estimates of Funding.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date 2/28/2027

Advertisement Date

4/17/2024

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	0.00	0.00	0.00	0.00	0.00
	b. Other - Consultant	153,526.00	0.00	153,526.00	20,726.00	132,800.00
Federal Aid Participation Ratio for PE	c. Other - Ineligible	67,537.00	0.00	67,537.00	67,537.00	0.00
	d. State Services	2,000.00	0.00	2,000.00	2,000.00	0.00
	e. Total PE Cost Estimate (a+b+c+d)	223,063.00	0.00	223,063.00	90,263.00	132,800.00
Right of Way 0 %	f. Agency	0.00	0.00	0.00	0.00	0.00
	g. Other	0.00	0.00	0.00	0.00	0.00
Federal Aid Participation Ratio for RW	h. Other	0.00	0.00	0.00	0.00	0.00
	i. State Services	0.00	0.00	0.00	0.00	0.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 76.532 %	k. Contract	684,351.00	170,502.00	854,853.00	200,618.00	654,235.00
	l. Other - Consultant CM	82,122.00	76,983.00	159,105.00	37,340.00	121,765.00
	m. Other - Ineligible CN Contract	111,068.00	-111,068.00	0.00	0.00	0.00
Federal Aid Participation Ratio for CN	n. Other - Ineligible Consult. CM	26,344.00	-26,344.00	0.00	0.00	0.00
	o. Agency	1,000.00	-1,000.00	0.00	0.00	0.00
	p. State Services	3,000.00	-3,000.00	0.00	0.00	0.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	907,885.00	106,073.00	1,013,958.00	237,958.00	776,000.00
	r. Total Project Cost Estimate (e+j+q)	1,130,948.00	106,073.00	1,237,021.00	328,221.00	908,800.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By  
Title Mayor  
Agency Date

**Washington State Department of Transportation**

By  
Director, Local Program  
Date Executed



Agency City of Stevenson		Supplement Number 02
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## VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

## VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

## IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.