

**AGENDA**  
**CITY OF STEVENSON COUNCIL MEETING**  
**May 21, 2020**

**6:00 PM, Remote**

**Call-In Number 669-900-6833, or 253-215-8782 Meeting ID: 843 6889 6063 Password: 250595**  
**and on YouTube at <https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjvA/>**

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

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

Annie McHale requests an excused absence.

MOTION: To excuse Annie McHale from the May 21st council meeting.

**a)**     **\*Update on Use of Technology for City Meetings** - The Mayor will provide an update on city hall technology.

- This meeting will be recorded.
- Please mute when not talking (\*6 if you are on the phone).
- Please raise your hand to speak (\*9 if you are on the phone).
- Those participating as a guest (not council or staff), please also turn off your video. This will allow speakers to filter to front pages.

**2. CHANGES TO THE AGENDA:** *[The Mayor may add agenda items or take agenda items out of order with the concurrence of the majority of the Council].*

**3. CONSENT AGENDA:** The following items are presented for Council approval. *[Consent agenda items are intended to be passed by a single motion to approve all listed actions. If discussion of an individual item is requested by a Council member, that item should be removed from the consent agenda and considered separately after approval of the remaining consent agenda items.]*

- a)**     **\*Liquor License Application** - 420 Evergreen, change of corporate officers/stockholders to only Adam Shaeffer at this time.
- b)**     **Liquor License Renewal** - Walking Man Brewing, Inc.
- c)**     **Water Adjustment** - Jasper & Bertha Bell requests a water adjustment of \$123.12 for a water leak which they have since repaired.
- d)**     **\*Liquor License Renewal** - Big T's Grill
- e)**     **\*Liquor License Renewal** - Clark and Lewie's
- f)**     **\*Ratify Local Agency Agreement for First Street A&E Professional Services** - The agreement has been updated with additional WSDOT contract language. There is no change to the contract value or scope of work.
- g)**     **Minutes** of April 16, 2020 City Council Meeting.  
MOTION: To approve consent agenda items a-g.

**4. PUBLIC COMMENTS:** *[This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign notify the City Administrator ahead of the meeting 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.]*

**a) \*COVID-19 Virtual Meeting Protocol for Public Comment:** When submitting public comments, include your name regardless of the manner you are using. Public comments may be provided in one of three ways:

-In writing may be submitted no later than 12:00 PM on the meeting date to be included in the council packet.

-By telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerk no later than 4:30 PM the day of the meeting.\*

-By virtual meeting attendance with a link that will be provided to your email upon notification to the City Clerk no later than 4:30 the day of the meeting.\*

\*If you would like to make a public comment by either phone or virtual meeting, you can contact the Clerk at [leana@ci.stevenson.wa.us](mailto:leana@ci.stevenson.wa.us) or by phone at 509-427-5970 no later than 4:30 on the meeting date.

#### **5. UNFINISHED BUSINESS:**

**a) COVID-19 Update** - Mayor Scott Anderson will provide an update on the city's response to the COVID-19 pandemic. More information will be provided prior to the council meeting.

MOTION: To approve waiving Park Use Licensing fees for Big River Grill for 2020.

MOTION: To approve waiving Right of Way permit fees for sidewalk cafes, the blocking off of no more than two parking spaces for such use, and temporary street furniture to maintain ADA access and separation from the vehicle traveling path for businesses to increase their usable space until December 31, 2020.

**b) Sewer Plant Update** - Public Works Director Karl Russell will provide an update on the Stevenson Wastewater System and the Compliance Schedule.

#### **6. NEW BUSINESS:**

**a) Toliver Subdivision Review** - Community Development Director Ben Shumaker requests council review the staff memo regarding the Toliver Subdivision proposal and make a determination.

MOTION: To concur in the Planning Commission's recommendation and summarily approve the preliminary plat proposal for the Toliver Subdivision. OR To reject the Planning Commission's recommendation and schedule a public hearing to consider the Toliver Subdivision proposal.

- b) Review Rock Creek Cove Hospitality Shoreline Permit** - Community Development Director Ben Shumaker presents the staff memo regarding the Shoreline Substantial Development permit (SHOR2020-01) for the Rock Creek Cove Hospitality project for council review.

MOTION: To refer this application to the Planning Commission for recommendation and set a date of June 18, 2020 for a public hearing on the Rock Creek Cove Hospitality project.

- c) Approve New Single-Family Residences in C1 Moratorium** - City Administrator Leana Kinley presents Ordinance 2020-1157 re-establishing a moratorium on construction of new single-family residences in the C1 zone for council consideration.

MOTION: To approve ordinance 2020-1157 re-establishing a moratorium on construction of new single-family residences in the C1 zone.

- d) Approve Interlocal Agreement with Skamania County for Vegetation and Noxious Weed Control** - Public Works Director Karl Russell presents the agreement with Skamania County to control vegetation and noxious weeds within the city. There is extensive scotch broom throughout the watershed and this agreement will allow the County to help with control.

MOTION: To approve the interlocal agreement with Skamania County for vegetation and noxious weed control.

- e) Approve Resolution Authorizing Electronic Signature** - City Administrator Leana Kinley presents resolution 2020-361 authorizing electronic signature approvals as to form by the City Attorney for council consideration.

MOTION: To approve resolution 2020-361 authorizing electronic signature approvals as to form by the City Attorney.

- f) Discuss Park Plaza Agreement** - City Administrator Leana Kinley presents the attached draft agreement with Skamania County regarding the operation and maintenance of the Skamania County Courthouse Plaza as it relates to the Park Plaza project for council discussion.

- g) Approve Delay of Planning Fee Increase** - Community Development Director Ben Shumaker presents the staff memo and Resolution 2020-362 delaying the increase in planning fees until September 1, 2020.

MOTION: To approve resolution 2020-362 regarding planning department application fees and miscellaneous charges.

- h)** **Approve Backwoods Brewing Discharge Contract** - City Administrator Leana Kinley presents the Industrial Discharge Contract with Backwoods Brewing for council review and consideration. This contract has been reviewed and approved by both Ecology and Backwoods Brewing.

MOTION: To approve the Industrial Discharge Contract with Backwoods Brewing.

- i)** **Approve Business Licensing Services Agreement** - City Administrator Leana Kinley presents the agreement with the State of Washington Department of Revenue for Business Licensing Services. In 2017, EHB 2005 was passed to simplify the administration of business licenses for the applicant, requiring licenses be administered through the state's business license system. Minor changes to the business license code will be proposed at a later date to facilitate this contract.

MOTION: To approve the agreement with the State of Washington Department of Revenue for Business Licensing Services.

- j)** **\*Authorize CARES Act Contract with Commerce** - City Administrator Leana Kinley requests council authorize the Mayor to sign the contract with Washington State Department of Commerce for CARES Act funding. An email regarding the draft contract and use of the estimated \$48,600 in funds is expected by May 22nd. The authorization is requested to expedite contract approval without holding a special meeting.

MOTION: To authorize the Mayor to sign the contract with the Washington State Department of Commerce for CARES Act funding in the amount of \$48,600.

- k)** **\*Approve Housing Capacity Grant** - Community Development Director Ben Shumaker presents a staff memo and interagency agreement with the Department of Commerce for a grant to adopt actions to increase residential building capacity.

MOTION: To approve the agreement with the Department of Commerce for the Increasing Residential Building Capacity Grant.

- l)** **\*Approve Supplemental Contract with Wallis Engineering** - Community Development Director Ben Shumaker will present a supplemental contract with Wallis Engineering for Design Review Services. They are currently assisting with the Toliver Subdivision and the Rock Cove Hospitality project, which is being paid for by the customers. The estimates for these reviews of \$17,670 combined exceed the current contract budget of \$15,000.

MOTION: To approve the supplemental contract with Wallis Engineering for development review services in the amount of \$ 8,500 for a new contract total of \$23,500.

**7. INFORMATION ITEMS:**

- a) Building Permits Issued** - A report of recent Building Permits issued for new residential or commercial/industrial buildings is attached.
- b) Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in April, 2020.
- c) Financial Report** - City Administrator Leana Kinley presents the Treasurer's Report and year-to-date revenues and expenses through April 2020.
- d) \*Fire Department Report** - A copy of the Stevenson Fire Department's report for April, 2020 is presented for council review.
- e) Planning Commission Minutes** - Minutes are attached from the 3/11/20 Planning Commission meeting.
- f) Sheriff's Report** - A copy of the Skamania County Sheriff's report for April, 2020 is attached for council review.
- g) Columbia Gorge Highway Bike Advocacy** - Information regarding communication with Friends of the Gorge on changes to the historic highway.

**8. CITY ADMINISTRATOR AND STAFF REPORTS:**

- a) Karl Russell, Public Works Director
- b) Ben Shumaker, Community Development Director
- c) \*Leana Kinley, City Administrator

**9. VOUCHER APPROVAL AND INVESTMENTS UPDATE:**

- a)** \*April 2020 payroll & May 2020 AP checks have been audited and are presented for approval. April payroll checks 14363 thru 14369 total \$96,154.75 which includes EFT payments. May AP checks 14370 thru 14423 total \$522,697.62. The AP check register with fund transaction summary is attached for your review.

MOTION: To approve the vouchers as presented.

**10. MAYOR AND COUNCIL REPORTS:**

**11. ISSUES FOR THE NEXT MEETING:** *[This provides Council Members an opportunity to focus the Mayor and Staff's attention on issues they would like to have addressed at the next council meeting.]*

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

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*UPCOMING MEETINGS AND EVENTS:*

-June 18, 2020 (Thursday) Council Meeting at 6pm



# City of Stevenson

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

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

To: Stevenson City Council  
From: Scott Anderson, Mayor  
RE: Technology Update  
Meeting Date: May 21, 2020

A 55" monitor will be mounted on the wall between the flags and the emergency exit.  
A [small form factor computer](#) will be attached to the monitor. This will allow for PowerPoint presentations, gallery viewing of the agenda/packet, and the connection of the new camera. This will be controlled by a wireless keyboard and mouse.



The [camera](#) is a "KanDao Meeting 360°All-in-one conferencing Camera with Automatic Speaker Focus". It does have to capability to automatically highlight the person who is speaking, as well as 360 degree

view of the room, three different modes of presentation, omni directional microphones with a 13' range, as well as a speaker. This will connect to the computer to allow for a conferencing app to be used.



Roll over image to zoom in

Here is the [website of the camera \(https://www.kandaovr.com/kandao-meeting/\)](https://www.kandaovr.com/kandao-meeting/) which better describes the camera. There is also a great video to further show the capabilities.





# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): WSP USA Inc.	
Address 851 SW 6th Ave, Suite 1600, Portland, OR 97204	Federal Aid Number TAP-30A2(001)
UBI Number 600-275-529	Federal TIN 11-1531569
Execution Date	Completion Date 12/31/2021
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title 1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK	
Description of Work  The 1st Street Pedestrian Amenities and Overlook Project will provide critical pedestrian connectivity to the Columbia River waterfront and the downtown commercial core in the City of Stevenson, Washington.  The project will improve 1st Street from the intersection of Columbia Street eastward with the installation a new sidewalk, with associated extruded curb at crosswalks, on the south side of the road for approximately 600 feet. Additional improvements associated with the project are the following: <ul style="list-style-type: none"> <li>•Crosswalk improvements at all corners of the intersection of 1st Street and Columbia Street</li> <li>•Crosswalk improvements at the approximate mid-block of 1st Street (approx. 500' east of 1st/Columbia)</li> <li>•Pedestrian overlook at a point along the new sidewalk for viewing the Columbia River Gorge.</li> <li>•Streetscape enhancements, including benches, bike racks, trash cans, basalt detailing.</li> </ul>	
<input checked="" type="checkbox"/> Yes 6% <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$185,306  Management Reserve Fund: \$0  Maximum Amount Payable: \$185,306

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<a href="#">Exhibit B</a>	DBE Participation
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<a href="#">Exhibit H</a>	Liability Insurance Increase
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the CITY OF STEVENSON, WASHINGTON hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Karl Russell  
Agency: City of Stevenson  
Address: 7121 E. Loop Road  
City: Stevenson State: WA Zip: 98648  
Email: Karl@ci.stevenson.wa.us  
Phone: 509-427-5970  
Facsimile:

**If to CONSULTANT:**

Name: James Bohanek  
Agency: WSP USA Inc.  
Address: 851 SW 6th Ave, Suite 1600  
City: Portland State: OR Zip: 97204  
Email: james.bohanek@wsp.com  
Phone: 503-523-8513  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.



## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Karl Russell  
Agency: City of Stevenson  
Address: 7121 E. Loop Road  
City: Stevenson State: WA Zip: 98648  
Email: Karl@ci.stevenson.wa.us  
Phone: 509-427-5970  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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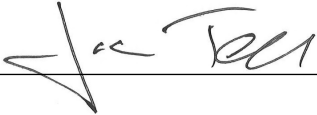
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

  
\_\_\_\_\_  
Signature

5/14/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# ***Exhibit A Scope of Work***

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Federal Aid No. TAP-30A2(001)

See attached Exhibit A-1 - Scope of Work

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## **EXHIBIT A-1 - SCOPE OF WORK 1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK PROJECT**

During the term of this agreement, WSP USA, Inc. (CONSULTANT) will perform professional services for the City of Stevenson (CITY), as detailed below.

### **PROJECT UNDERSTANDING**

The 1st Street Pedestrian Amenities and Overlook Project (PROJECT) will provide critical pedestrian connectivity to the Columbia River waterfront and the downtown commercial core in the City of Stevenson, Washington. In 2019, the Southwest Washington Regional Transportation Council (RTC) selected the PROJECT as one of three bike and pedestrian projects to receive Transportation Alternatives (TA) federal funding. The CONSULTANT team understands the CITY must complete the engineering design to a 50-percent level by July 31, 2020.

The PROJECT will improve 1st Street from the intersection of Columbia Street eastward with the installation of new sidewalk and associated extruded curb on the south side of the road for approximately 600 feet. Additional improvements associated with the PROJECT are the following:

- Crosswalk improvements at all corners of the intersection of 1st Street and Columbia Street, including sidewalk ramps meeting American Disabilities Act (ADA) standards and vegetated curb extensions.
- Crosswalk improvements at the approximate mid-block of 1st Street along the sidewalk improvements, including sidewalk ramps meeting ADA standards and vegetated curb extensions (approximately 500 feet east of the 1st and Columbia Street intersection).
- Addition of new stormwater drainage inlets, piping, and manholes for the catchment of street runoff at the proposed curb extensions. The new stormwater conveyance will connect into the existing stormwater conveyance system.
- Pedestrian overlook at a location to be determined along the new sidewalk for viewing the Columbia River Gorge.
- Streetscape enhancements, including, but not limited to benches, bike racks, trash cans, basalt detailing.
- Improvements, repairs, or replacement of the existing guardrail along the south side of 1st Street within the project limits.

A CITY goal is to have the plans, specifications, and cost estimate (PS&E) ready to advertise and award in early 2021 for construction during the spring/summer of 2021.



The project is partially funded by a federal grant; thus, requiring the project to be developed to comply with the Federal Highway Association (FHWA) and National Environmental Protection Agency (NEPA) requirements. Preliminary engineering has been approved by the Washington State Department of Transportation (WSDOT).

## **DESIGN CRITERIA**

CITY will designate the basic premises and criteria for the design. Except where noted, reports and plans will be developed in accordance with the latest edition and amendments of the following documents as of the date of signing of this Contract. Changes in any design standards or requirements after work has begun may result in extra work.

- Measurements will be in English units
- Drafting standards: City of Stevenson
- Horizontal scale: 1-inch = 20-feet
- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation

## **WSDOT Publications**

- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), 2020 Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), English
- General Special Provisions and Amendments (most current version at time of PS&E)
- WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction, 2019 (English) (M21-01)
- Design Manual (M22.01)
- Geotechnical Design Manual (M46-03)
- Environmental Manual (M31-11)
- Plans Preparation Manual (M22-31.07)
- Local Agency Guidelines (M36-63.37)
- Right-of-Way Manual (M26-01)
- Highway Runoff Manual (M31-16)
- Hydraulic Manual (M23-03)
- Traffic Manual (M51-02)
- NEPA Categorical Exclusions A Guidebook for Local Agencies

## **Miscellaneous**

- Stormwater Management Manual for Western Washington, Publication 12-10-021, July 2019, Department of Ecology
- 1994 Stormwater Management Manual for Puget Sound Basin
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway Transportation Officials (ASHTO), 2018

- Roadside Design Guide, AASHTO, 2011
- Manual on Uniform Traffic Control Devices for Streets and Highways
- Public Right of Way Accessible Guidelines (PROWAG)
- City of Stevenson Construction Standards
- City of Stevenson Municipal Code

## **SCOPE OF SERVICES**

### **General Assumptions**

- Right-of-way (ROW) acquisition will not be required. A contingency task for ROW is provided.
- Retaining walls for the proposed sidewalk improvements are not required. Retaining walls for the proposed pedestrian overlook may be required.
- Stormwater quality and quantity control are not required.
- The budget for preliminary engineering design phase is based on a duration of nine (9) months from execution of the contract to receiving authorization from WSDOT to advertise the project for bidding (April 2020 – December 2020).
- WSDOT Local Programs will review and comment on milestone submittals at 50-percent and final PS&E (100-percent).
- The CONSULTANT will be responsible for notifying utility companies of required relocation of facilities/lines, if any.
- Design layout geometry and pedestrian overlook concept will be approved by the CITY at the 50-percent submittal.
- The CITY will be responsible for all submittals for grant and regulatory agencies, including deviation requests with assistance from CONSULTANT.
- NEPA documentation is limited to a Categorical Exclusion.
- The project does not require additional federal, state, or local permits and are not included in this scope of work.
- A cultural resource/historic structures study for the project is not required. CONSULTANT will work with WSDOT for a Categorical Exclusion.
- The proposed action is categorically exempt from SEPA threshold determination per WAC 197-11-800(2)(d)(ix) - Addition of bicycle lanes, paths and facilities, and pedestrian walks and paths including sidewalk extensions, but not including additional automobile lanes.

## **TASK 1.0 PROJECT MANAGEMENT**

### **Subtask 1.1 Project Management**

CONSULTANT's project manager will immediately begin coordination and design upon receipt of the signed contract and notice to proceed (NTP). A kickoff meeting has been omitted. Past project experience between the CITY and CONSULTANT team has provided a relationship and understanding on the expectations of each other (e.g., budget, schedule, quality assurance/quality control [QA/QC], and work products to be developed) justifying reasoning to exclude a kickoff meeting. The project manager will develop, execute, and administer subconsultant agreements and review and approve monthly invoices from subconsultants. The

project manager will monitor project budget, prepare monthly progress reports and invoices, schedule and manage team activities, and manage scope change by tracking design decisions and extra work.

Budget tracking and billing processes will be clarified at NTP with the CITY to facilitate grant funding requirements. Lines of communication and responsibilities will be clearly identified. CONSULTANT will develop and manage a MS Project schedule in accordance with the work breakdown structure. The schedule will identify task durations, predecessors, constraints, linkages, deliverables, CITY reviews, reviews by others, progress, milestones, completion dates, and critical path.

CONSULTANT will develop a workplan comprised of the following components:

- Statement of Project Vision and Goals
- List of Critical Success Factors
- Prioritized List of Improvements
- Scope of Services, Schedule, and Budget
- Team Organization/Resources/Responsibilities
- Submittal and Review Process
- Grant Funding Requirements
- Quality Assurance/Quality Control (QA/QC) Plan
- Communication Plan
- Contingency/Risk Management Plan
- Design Criteria and CAD Standards

### **Subtask 1.2 Data Review**

Review reports, as-builts, traffic data, project funding applications, and other CITY-provided data that is available for the PROJECT.

### **Subtask 1.3 Site Walk-Through**

Visit project site with CITY staff and CONSULTANT surveyor to determine base map/survey needs.

### **Assumptions(s)**

- CONSULTANT team's project manager/design engineer, NEPA lead, geotechnical engineer, and surveyor will perform a site visit.

### **Deliverable(s)**

- Monthly progress reports and invoices
- Draft and Final workplan

## **TASK 2.0 MEETINGS AND COORDINATION**

The CITY will be the point of contact and will lead any public information/involvement activities with businesses, homeowners, and any other potentially affected interests.

CONSULTANT will provide progress drawings prepared under other tasks for meetings, open houses with stakeholders, and private utility relocation to the CITY.

The design phase will be for a duration of nine (9) months. CONSULTANT's project manager/engineer will attend monthly progress meetings. These meetings may be held at the City or through conference calls.

### **Subtask 2.1 Progress Meetings/Review Workshops**

CONSULTANT's project manager/engineer will prepare for, facilitate, and document monthly progress meetings during the design. Detailed minutes of the monthly progress meeting discussions, action items and deadlines will be assigned and tracked throughout the project. Review workshops with the CITY will be at concept design, 50-, 75-, and 100-percent level-of-completion. CONSULTANT will prepare workshop summaries documenting design decisions, outstanding issues, and action items.

### **Subtask 2.2 Public Outreach**

CONSULTANT's project manager/engineer will attend one public meeting in the City of Stevenson.

#### **Assumption(s)**

- The CITY will be the point of contact with WSDOT and will lead any public information/involvement activities with businesses, homeowners, and any other potentially affected interests.
- The CITY will be responsible for all submittals to grant and regulatory agencies, including deviation requests.
- CONSULTANT's project manager/engineer will attend monthly progress meetings with CITY.

#### **Deliverable(s)**

- WSDOT meeting summaries (at 50- and 100-percent); two (2) total, electronically submitted in pdf format
- Monthly progress meeting minutes; five (5) total, electronically submitted in pdf format
- Review workshop summaries (at conceptual, 50-, 75-, and 100-percent); four (4) total, electronically submitted in pdf format
- Progress prints for stakeholder meetings; electronically submitted in pdf format

### **TASK 3.0 SURVEY (KLEIN & ASSOCIATES)**

The following tasks outline the surveying services. Limits of survey work will be confirmed at NTP. Approximate project limits are 200 feet west of the intersection of 1st Street and Columbia Street to approximately 800 feet eastward of the 1st Street and Columbia Street intersection on 1st Street.

### **Subtask 3.1 Right-of-Way Determination**

CONSULTANT will conduct survey mapping along the project boundaries and gather surveys of record at Skamania County, and ROW maps filed with Skamania County Engineering office and the City of Stevenson.

CONSULTANT will perform a field investigation along the project limits to recover existing monuments of record. The centerline and width of ROWs will be computed based, via information gathered in recorded drawings and recovered monuments.

### **Subtask 3.2 Topographic Survey**

CONSULTANT will perform mapping services on approximately 1,000 linear feet of road; 40 feet on each side of the existing road with topographic points no further than 25 feet apart along the project limits. Existing sidewalk joints at intersection sidewalk ramps and driveway ramps will be surveyed.

Contours: Based on 1-foot contour intervals

As part of the mapping service, CONSULTANT will locate the following features.

- Centerline of road
- Edge of asphalt
- Edge of gravel/dirt path
- Existing features within project limits
- Utilities - overhead and below ground
- Stormwater inlets, manholes, and conveyance pipe (including pipe invert elevations at structures)
- Guardrail
- All major grade breaks
- Trees 6 inches and greater, diameter taken at breast height
- Centerline of Columbia Street between State Route 14 and Vancouver Avenue

#### **Assumption(s)**

- Access to adjoining property within project limits. CITY to send letter to adjoining property owners informing them that a survey crew will be conducting survey services on said property prior to entry.
- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation.
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation.

#### **Deliverable(s)**

- Final alignment of road ROW base map
- Final draft of base mapping in AutoCAD2018 format

#### **TASK 4.0      GEOTECHNICAL (RHINO ONE)**

The proposed geotechnical investigation will include the following items of work.

The borings will be made by a truck-mounted drill rig using mud rotary / hollow-stem auger drilling techniques. A detailed geologic reconnaissance of the vicinity of the pedestrian overlook will be completed along with the locations of the planned borings. Two to three borings to a depth of 20 to 25 feet are proposed in the street and/or shoulders.

Disturbed standard split-spoon samples will be obtained from the borings at about 2.5-foot intervals of depths to a depth of 20 feet and at 5 feet intervals thereafter. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. Thin walled Shelby tube samples will be collected as appropriate.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from Rhino One, who will locate the general areas for drilling, contact private utility locates prior to drilling, and maintain a detailed log of the materials and conditions uncovered during the course of the work.

Laboratory testing will include standard classification tests, such as natural water content, unit weight, Atterberg Limits and grain size analysis as appropriate.

Engineering analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) preliminary evaluation of any existing slope embankment instability; (2) recommendation design support for retaining walls or footings to support a pedestrian overlook structure.

A letter report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for CITY use and distribution. Paper copies of the report can be provided upon CITY request.

#### **Assumptions(s)**

- Geology mapped as Eagle Creek conglomerate consisting of gravel to boulder size material in a matrix of silt, sand, and clay. The conglomerate is mantled by a variable thickness silty or clayey soil.
- CITY will provide traffic control for the drilling. The drilling will be performed during daytime hours from 8 AM to 5 PM.
- The drill cuttings will be placed in drums and hauled off site.

#### **Deliverable(s)**

- Geotechnical report; electronically submitted in pdf format

## **TASK 5.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION**

The CITY will receive federal funding for this project. As a recipient of federal funding, NEPA review, compliance with Section 106 of the National Historic Preservation Act (NHPA), and Section 7 of the Endangered Species Act (ESA) will be required in addition to local and state permits and authorizations. Compliance with NEPA and other federal environmental laws will be coordinated through the WSDOT Local Programs office. Based on the scale and features of the project, CONSULTANT expects that the project will qualify as a Categorical Exclusion (CE). The sections below outline the tasks that will be necessary to satisfy NEPA review of the project as a CE. Overall, CONSULTANT expects that the NEPA review will consist of a methods and assumptions memorandum, a Categorical Exclusion (CE) Documentation form, and supplemental documentation for a limited number of analysis areas as noted in the tasks below.

Review under the State Environmental Policy Act (SEPA) is required for all agency actions, unless specifically exempted by the SEPA rules or statutes. Washington Administrative Code 197-11-800(2)(d) exempts certain road improvement projects and the project may qualify for an exemption. This scope assumes the project is exempt and the completion of an environmental checklist will not be required.

### **Subtask 5.1 Site Reconnaissance**

To document the existing conditions of the project area, including the presence of areas with specific regulatory requirements, the CONSULTANT will conduct a pedestrian reconnaissance of the project area. The CONSULTANT will traverse the length of the project area on foot and document any potential areas within environmental constraints, such as watercourses, wetlands, and steep slopes. A handheld GPS will record the position or boundaries of any identified features and will be used in the preparation of project maps. Findings of the efforts will be documented in a short technical memo and provided to the CITY. If WSDOT Local Programs staff request a site visit, the field reconnaissance will be coordinated to correspond with the WSDOT site visit.

#### **Assumption(s)**

- No formal delineation of wetlands or other critical areas is anticipated or included.
- This task includes one, four-hour site visit with two environmental CONSULTANT staff.

#### **Deliverable(s)**

- Technical memorandum documenting methods and findings of site reconnaissance (one electronic copy)

### **Subtask 5.2 National Environmental Policy Act Environmental Review Methods and Assumptions Memorandum**

The CONSULTANT will prepare a memorandum of methods and assumptions that will document expectations regarding review methodology and protocols based on the WSDOT Local Programs *NEPA Categorical Exclusions - A Guidebook for Local Agencies*. The methods and assumptions memorandum are intended to establish a common understanding among the project team and agency staff regarding review protocols and the level of detail needed to

support the environmental considerations included in the CE Documentation Form that will be prepared for the project.

Following review of this memorandum by the CITY, it will be provided to WSDOT for their review and concurrence. Concurrence will be obtained by WSDOT signing the memorandum or by providing an e-mail or other written correspondence indicating their acceptance of the conclusions in the memorandum. To facilitate WSDOT review, the CONSULTANT will conduct an early coordination meeting (1-hour meeting or teleconference) with WSDOT Southwest Region Local Programs staff to review this memorandum prior to the preparation of NEPA documents. The CONSULTANT will prepare a meeting agenda and prepare a summary of the early coordination meeting.

The methods and assumptions memorandum will:

- Verify the agencies responsible for NEPA review and identification of staff contacts
- Verify the level of NEPA review, which is anticipated to be a CE
- Affirm the level of technical support documentation to be provided consistent with the scope of services

#### **Assumption(s)**

- A single, early coordination meeting with WSDOT Local Programs environmental staff will be held in Stevenson as soon as possible after NTP. If no meeting is conducted in Stevenson, this task supports two one-hour meetings with one environmental CONSULTANT staff and WSDOT staff in Vancouver.
- This task includes up to 8 hours of coordination with WSDOT staff.
- CITY review of the draft methods and assumptions memorandum will be limited to one review cycle.
- WSDOT review of the draft methods and assumptions memorandum will be limited to one review cycle.

#### **Deliverable(s)**

- Meeting agenda(s) and summary notes.
- Draft methods and assumptions memorandum for environmental documentation (one electronic copy)
- Final methods and assumptions memorandum for environmental documentation (one electronic copy)

### **Subtask 5.3 CE Documentation Form**

Compliance with NEPA will be documented with a CE Documentation Form Categorical Exclusion (CE) Documentation Form and supporting documentation, including technical memoranda created for the project as noted in Table 1 below. The CONSULTANT will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the Local Agency Guidelines (LAG) Manual, NEPA Categorical Exclusions - A Guidebook for Local Agencies, and other appropriate WSDOT and/or FHWA guidance documents.



**Table 1. NEPA Environmental Elements and Proposed Documentation**

NEPA ECS Environmental Elements	Proposed Documentation
Part 4: Environmental Considerations	
1. Air Quality	CE Documentation Form
2. Critical/Sensitive Areas	CE Documentation Form
3. Cultural Resources/Historic Structures	CE Documentation Form
4. Floodplains and Floodways	CE Documentation Form
5. Hazardous and Problem Waste	CE Documentation Form Low-level Hazardous Materials Discipline Report
6. Noise	CE Documentation Form
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	CE Documentation Form,
8. Resource Lands	CE Documentation Form
9. Rivers, Streams or Tidal Waters	CE Documentation Form
10. Tribal Lands	CE Documentation Form
11. Visual Quality	CE Documentation Form
12. Water Quality/Stormwater	CE Documentation Form
13. Commitments	CE Documentation Form
14. Environmental Justice	Environmental Justice Matrix
Part 5. Biological Assessment and Essential Fish Habitat Evaluations	No Effect Letter

Table 1 identifies the discipline areas that are assumed to be addressed through the CE Documentation Form and those that require supplemental documentation. As shown, most environmental elements would be addressed with a brief discussion in the CE Documentation Form; supplemental documents are expected to be prepared for environmental justice, hazardous materials, and the ESA and Essential Fish Habitat evaluation.

Attendance at one, 2-hour project team meeting in Stevenson, attended by up to two CONSULTANT planning and environmental staff is included as part of this task. CONSULTANT will also complete a site visit described in Task 5.1.

A WSDOT CE Documentation Form will be completed and assembled. The CONSULTANT will finalize the form based on one round of CITY review and will submit copies of the final draft environmental justice matrix to WSDOT for review. CONSULTANT will finalize the form based on one round of WSDOT review and will submit one electronic copy and two hard copies to WSDOT.

### **Assumption(s)**

- NEPA documentation is assumed to be a CE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Technical memoranda noted above are included as separate tasks.
- Task includes attendance at one, two-hour project team meeting attended by up to two CONSULTANT planning and environmental staff.
- Project is exempt for additional air quality analysis per 40 CFR 93.126 – bicycle and pedestrian facilities.
- Project meets the exemption criteria under Section 106 for cultural resources/historic structures and no formal survey or coordination with Department of Historic Preservation is required.
- Project is not located within a sole source aquifer and no additional documentation is required.
- No critical and sensitive areas, wildlife, rare plants, or habitat, not addressed by the Endangered Species Act, is located within the project area and no additional documentation is required.
- The project does not meet the criteria for when a noise analysis is needed, and no additional documentation is required.
- No 4(f) resources are present within the project limits.
- Project does not increase the acreage of impervious surfaces, does not increase traffic capacity, does not present a significant risk of eroded sediments or contaminants reaching a waterbody, and does not include in-water work; therefore, a water quality/stormwater discipline report is not required.
- Document preparation will begin upon the selection of a preferred alternative.
- The project will be processed by WSDOT as a CE.
- WSDOT is responsible for NEPA review timelines and decisions.
- One round of CITY revisions and WSDOT comments on the CE Documentation Form will occur. These will require minor edits and will not require additional technical analysis.

### **Deliverable(s)**

- Draft CE Documentation Form; electronically submitted in pdf format
- Final CE Documentation Form; electronically submitted in pdf format and two paper copies mailed

### **Subtask 5.4 Low-Level Hazardous Materials Discipline Report**

The CONSULTANT will prepare a low-level hazardous materials discipline report to identify and describe known or possible hazardous materials contamination that may affect the project area and summarize the findings. The discipline report will identify sites that may affect the environment, create significant construction impacts, and/or incur cleanup liability to the CITY. The low-level hazardous materials discipline report will include the following elements:

- Review readily available information regarding geologic and groundwater conditions within the project area to assess potential migration of known or suspected contaminants

that may affect the project area. Existing groundwater information may be obtained from Ecology File Review search or geologic and groundwater reports for the area.

- Order and review an Environmental Data Resources (EDR) report and compile listings of regulatory database records of potential contaminant sources in the vicinity of the project area. The standard regulatory records and required search radius will be in accordance to ASTM E1527 Standards. The EDR report will be attached to the draft and final report.
- Assess historical and current land uses of the project area and adjacent properties. The historical record sources will be reviewed for indications of past occupants or businesses in the project area that may have had the potential to affect the soil or groundwater within the project area. The CONSULTANT will review aerial photographs, fire insurance maps, and historical topographic maps and online assessor records.
- Conduct reconnaissance windshield survey within and immediately adjacent to the project area. The survey will be limited to features readily observed from public access corridors and will identify and record any environmental conditions which have the potential to affect the project area.
- Evaluate the compiled information and describe and utilize a logical screening methodology to eliminate sites that pose little to no risk and do not warrant further investigation. The CONSULTANT will create a table of validated sites that may affect the environment during construction, create significant construction impacts, and incur cleanup liability to the CITY. Risk levels will be assigned as and summarized as described in the WSDOT Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports, June 2009.
- The sites of concern identified during the site screening process will be evaluated for the type of impact to the environment, construction, or CITY's liability.
- The CONSULTANT will prepare a low-level hazardous materials discipline report to document the findings and conclusions and, if warranted, to provide recommendations and estimated costs for additional assessment for specific properties that may affect the project in either construction or acquisition. Any additions, deviations from the requirements, and significant data gaps will be explained in the report.
- A WSDOT low level HMA will be completed and assembled. The CONSULTANT will finalize the report based on one round of CITY review and will submit copies of the final draft report to WSDOT for review. CONSULTANT will finalize the report based on one round of WSDOT review. CONSULTANT will submit one electronic copy and two hard copies to WSDOT upon finalizing the report.

### **Assumptions**

- Conduct a three-hour reconnaissance windshield survey with one CONSULTANT environmental staff.
- The CONSULTANT will obtain a regulatory database search report.
- CITY review of the draft low-level hazardous materials discipline report will be limited to one review cycle.
- WSDOT review of the draft low-level hazardous materials discipline report will be limited to one review cycle.

## **Deliverables**

- Draft low-level hazardous materials discipline report; electronically submitted in pdf format
- Final low-level hazardous materials discipline report; electronically submitted in pdf format and two paper copies mailed

## **Subtask 5.5 Environmental Justice Matrix**

The environmental justice matrix will document compliance with the environmental justice executive order (Executive Order [EO] 12898). EO 12898 requires all federal agencies to consider the impacts of their proposed activities on low-income and minority populations, which are referred to as environmental justice populations. This technical memorandum will identify environmental justice populations within the project area and assess the potential for disproportionately high and adverse impacts to these populations. Environmental justice populations will be identified using a primary data source—the 2010 U.S. current Census as reported through the Environmental Protection Agency EJ Viewer website—and a secondary data source, such as student demographic data made for the local public school district as published in the Washington State Report Card. If an environmental justice population is present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964.

A WSDOT environmental justice matrix will be completed and assembled. The CONSULTANT will revise the draft matrix based on one round of CITY review and will submit copies of the final draft environmental justice matrix to WSDOT. CONSULTANT will finalize environmental justice matrix based on one round of WSDOT review and will submit one electronic copy and two hard copies to WSDOT upon finalizing the report.

## **Assumption(s)**

- A formal discipline report is not anticipated and the environmental justice matrix with supporting population data will be sufficient for NEPA compliance.
- Door-to-door visits in the area will not be conducted.
- One round of CITY revisions and WSDOT comments on the environmental justice matrix will occur. CITY revisions and WSDOT comments on the draft and final matrix will be minor edits and will not require additional technical analysis.

## **Deliverable(s)**

- Draft environmental justice matrix and supporting population data; electronically submitted in pdf format
- Final environmental justice matrix and population data; electronically submitted in pdf format and two paper copies mailed

## **Subtask 5.6 ESA Compliance**

Compliance with the requirements of the ESA is necessary for the project. Based on the expected avoidance of in-water work and wetland impacts, no impacts to listed species and critical habitats are anticipated. Therefore, this task assumes the preparation of a letter, using the WSDOT letter template, documenting that the project will have no effects to ESA-listed

species and their critical habitat or to essential fish habitat as defined by the Magnuson-Stevens Act. The CONSULTANT will prepare and submit a no-effect letter to WSDOT to secure their approval of a no-effect determination, which will complete the ESA process.

The CONSULTANT will finalize the letter based on one round of CITY review and will submit copies of the final draft to WSDOT for review. CONSULTANT will finalize the letter based on one round of WSDOT review. CONSULTANT will submit one electronic copy and two hard copies to WSDOT upon finalizing the letter.

#### **Assumption(s)**

- This task assumes that the project will avoid in-water work and impacts to wetlands and/or their buffers, and the project as designed and constructed will avoid impacts to listed species and critical habitat.
- FHWA will not initiate formal or informal ESA Section 7 consultation with the agencies.
- The no-effect letter for ESA compliance will be prepared using the WSDOT letter template.
- WSDOT environmental staff will approve the preparation of a no-effect letter for ESA compliance and will not require preparation of a biological assessment or consultation with the agencies.
- One round of CITY revisions and WSDOT comments on the no effect letter will occur. CITY and WSDOT comments on the draft and final letter will be minor edits and will not require additional technical analysis.

#### **Deliverable(s)**

- Preparation of one draft no-effect letter for CITY review (one electronic copy)
- Preparation of one draft no-effect letter for WSDOT review (one electronic copy)
- Preparation of one final no-effect letter based on WSDOT comments (one electronic copy and two paper copies)

### **TASK 6.0 TRAFFIC ILLUMINATION DESIGN**

#### **Subtask 6.1 Illumination - Photometric Analysis**

CONSULTANT will prepare a photometric analysis for roadway illumination within the project limits, including the 1st Street and Columbia Street intersection and new mid-block pedestrian crossing approximately 500 feet to the east of Columbia Street on 1<sup>st</sup> Street. The analysis will assume that existing light poles will be maintained to the extent possible, and existing luminaires will be replaced with LED. It is anticipated that new light poles will be required to meet light levels at the 1<sup>st</sup> Street and Columbia Street intersection and the new mid-block pedestrian crossing. The analysis will be conducted using current industry standard lighting design software. The lighting analysis will be used to determine the conceptual layout of roadway lighting. CITY and WSDOT Standards (Chapter 1040 of the WSDOT *Design Manual*) for light levels and illumination analysis will be followed. Base maps showing the project area including up to 500 feet in advance of the project limits on all approaches, will be required for the analysis.

The photometric analysis will be summarized in an e-mail for CITY review, along with graphical output of the estimated illumination levels. At a minimum, the e-mail summarizing the lighting analysis will include illumination target values, values achieved, and a description of the luminaire and light pole being used in the analysis. CONSULTANT will prepare a final e-mail and graphical output based on comments received from the CITY.

### **Assumptions**

- Base map showing existing and proposed curbs, sidewalks, ROW, street lights, and utilities will be provided by CONSULTANT in AutoCAD format.
- The graphical output of estimated illumination levels will be provided to the CITY in PDF format, along with a lighting analysis e-mail.
- Prior to conducting any analysis, the CITY will identify the luminaire to be used in the lighting design.
- The photometric analysis will be submitted at the 30 percent design level.

### **Deliverable(s)**

- Draft photometric analysis e-mail and graphical output of illumination levels
- Final photometric analysis e-mail and graphical output of illumination levels

### **Subtask 6.2 Illumination - Design and Plans, Specifications, and Estimate**

CONSULTANT will prepare final PS&E for the associated roadway illumination improvements within the project construction limits. The roadway illumination design will be based on approved luminaire locations identified in the lighting analysis under Subtask 7.1.

CONSULTANT will design the roadway illumination within the project area and will coordinate with the CITY and the local electric utility regarding connections to power service locations, if necessary. The lighting design will include the installation of new LED luminaries. CONSULTANT will identify if special foundation designs for light standards are required due to being located on unavoidable utilities. Special foundation designs are not included under this task.

CONSULTANT will research and confirm locations for all new street light standards within the project area to minimize conflicts between poles, foundations, underground utilities, overhead utilities, and trees. CONSULTANT will design the conduit, wiring, and pull box system necessary to complete the lighting design. Voltage drop calculations will also be performed to verify lighting circuits and conductor sizes.

Specifications will be developed based on the CITY design standards and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. Project specifications will be submitted with each submittal starting at the 75 percent submittal level.

Cost estimates will be developed based on WSDOT bid history analysis and internal cost estimating and project bid history on similar projects. Construction cost estimates will be provided for each submittal.

### **Submittals and Base Mapping**

Submittals will be made at the concept layout, 50-, 75-, and 99-percent design levels. Base maps showing existing and proposed curbs, sidewalks, ROW, street lights, and utilities will be provided by CONSULTANT in AutoCAD format. Based on the project limits, the following plan sheets will be prepared as part of this task for each submittal.

- Illumination plans; two plan sheets (1" = 20')
- Lighting details; one 1 plan sheet (NTS)

### **Deliverable(s)**

- Concept lighting design, and construction cost estimates
- 50 percent lighting design, construction cost estimate, and project special provisions
- 75 percent lighting design, construction cost estimate, and project special provisions
- 100 percent lighting design, construction cost estimate, and project special provisions

## **TASK 7.0 PLANS, SPECS, AND ESTIMATE (PS&E)**

### **Subtask 7.1 Conceptual Design**

The goal of this task will be to develop a design that is approved by the CITY to develop a 50-percent design suitable for WSDOT approval at the end of July 2020.

CONSULTANT will develop a conceptual design of the new sidewalk placement and curb extensions for the project limits. A horizontal alignment plan and typical roadway sections will be provided to comply with established design parameters and project goals for travel lane widths, pedestrian amenities, and intersection control and circulation. Any deviations from the parameters, goals, or design standards will be presented to and discussed with the CITY to provide clear direction for the design.

CONSULTANT will prepare up to three conceptual designs for a pedestrian overlook for the project. A conceptual construction cost estimate will be developed for each design to determine the impact of the cost on the total project funding cost. The designs will be presented to the CITY for their preference at the conceptual design submittal.

Develop a planning level construction cost estimate at this stage to compare against project funding.

Submit conceptual design and planning level estimate to CITY for review and attend workshop.

### **Assumption(s)**

- Landscape submittal will not be required.
- Stormwater will not be shown with the concept.

### **Deliverable(s)**

- Conceptual design sheets; electronically submitted in pdf format
- Planning level construction cost estimate; electronically submitted in pdf format

## **Subtask 7.2 50-Percent Design**

The 50-percent design will include the preparation of an engineering plan set that contains horizontal alignment plans and typical roadway sections based upon the approved concept design. Layout of the pedestrian overlook will be established. Temporary sediment and erosion control, demolition, and stormwater design plans will be included. Existing inlets that will be impacted by the proposed design will be removed and new inlets will be added to replace the existing. All new stormwater structures will connect into the existing stormwater drainage system. CONSULTANT will coordinate with private utilities to determine if any relocations are needed. The design will include the analysis and design of a structure to provide a pedestrian overlook adjacent to the new sidewalk. The design will incorporate retaining walls , if needed. Any deviations from WSDOT design standards will be listed in a design deviation memorandum.

A construction cost estimate will be prepared based upon the 50-percent plans for the CITY to review and to compare against project funding. An outline of the construction specifications will be provided to the CITY.

The 50-percent plans will be composed of the following plan sheets.

- Cover Sheet, Vicinity Map, Drawing Index
- General Notes, Legend, and Abbreviations
- Right-of-Way and Survey Control
- Demolition and Temporary Erosion and Sediment Control
- Temporary Erosion and Sediment Control Details
- Typical Roadway Sections
- Roadway and Stormwater Plans
- Preliminary Signing and Striping Plans
- Preliminary Pedestrian Overlook Plan
- Preliminary Landscape Plans and Plant List
- Preliminary Temporary Traffic Control Plans
- Illumination Site Plan

### **Assumption(s)**

- Landscape design will be for the curb extensions only.
- Stormwater report is not required.
- Stormwater treatment is not required.
- Stormwater detention/retention is not required
- Hydrologic and hydraulic modeling is not required.

### **Deliverable(s)**

- 50-percent plans; electronically submitted in pdf format
- Preliminary construction cost estimate; electronically submitted in pdf format
- Specifications outline; electronically submitted in pdf format



### **Subtask 7.3 75-Percent Design**

CONSULTANT will incorporate comments from WSDOT and the CITY from the 50-percent submittal and develop plans to 75-percent level with complete construction details and notes. The design will include the structural detailing of the pedestrian overlook adjacent to the new sidewalk.

The 75-percent plan set will be comprised of the following drawings.

- Cover Sheet, Vicinity Map, Drawing Index
- General Notes, Legend, and Abbreviations
- Right-of-Way and Survey Control
- Demolition and Temporary Erosion and Sedimentation Control
- Temporary Erosion and Sedimentation Control Details
- Typical Roadway Sections
- Roadway and Stormwater Plan and Profiles
- Roadway and Stormwater Details
- Signing and Striping Plans
- Pedestrian Overlook Plan
- Structural Details for Pedestrian Overlook
- Landscape Plans, Plant List, and Details
- Temporary Traffic Control Plans
- Illumination Plans and Details

CONSULTANT will develop project-specific specifications in WSDOT format and perform a referential review of the plans and project cost estimate, checking for consistency, completeness, and accuracy of the documents.

Perform a final independent QA/QC review by a senior engineer who has not been involved in the design.

Compile and submit 75-percent plans to CITY for review and attend workshop.

#### **Deliverable(s)**

- 75 percent plans; electronically submitted in pdf format
- Project construction estimate; electronically submitted in pdf format
- One copy of specifications; electronically submitted in pdf format

### **Subtask 7.4 Final Plans, Specifications, and Estimate**

The Final PS&E will consist of a 100-percent submittal for CITY and WSDOT final review. CITY and WSDOT comments from the 75-percent submittal will be incorporated into a packaged PS&E document for construction bidding.

A finalized construction cost estimate and project specifications to WSDOT standards with amendments and special provisions specific to project conditions will be compiled for project construction bidding.

**Deliverable(s)**

- 100 percent plans; electronically submitted in pdf format
- Project construction estimate; electronically submitted in pdf format
- One copy of specifications; electronically submitted in pdf format
- Final PS&E package; one USB flash drive with electronic pdf files, four sets 11x17 half-size plans, two sets 22x34 full-size plans, two bound copies of specifications, three copies of project construction estimate.

**TASK 8.0 ADVERTISE, BID, AND AWARD ASSISTANCE**

CONSULTANT will assist the CITY with developing an advertisement for the construction bidding of the project. The CONSULTANT project manager will assist the CITY in answering questions regarding the bid documents and bid process from the bidders. All bids received will be reviewed for accuracy, completeness, and compliance with the procurement policies, procedure, administrative rules and statutes. The CONSULTANT will work with the CITY for the recommendation of the contract award to the preferred bidder.

**Assumption(s)**

- One bid addendum will be prepared for approval by the CITY.

**Deliverable(s)**

- Document for the advertisement for construction bidding
- One addendum to plans or specifications, if needed
- Contract award assistance

## **Exhibit B**

### **DBE Participation**

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This project has a 6% UDBE goal. In an effort to meet this goal, CONSULTANT has subcontracted for geotechnical engineering with Rhino One Geotechnical. UBI# 602958106; Certification Number - D4M0021342. The subcontracted agreement amount is \$17,217 (9.3%).

WSP maintains a robust small business program to promote subconsultant diversity. The national program supports:

- Participation in small business outreach events.
- Training for our staff on small business requirements.
- Posting of subcontracting opportunities.
- Resources for small businesses.
- Participation in mentor/protégé programs.

We have teamed with Rhino One Geotechnical for this project for their commitment to meet the 50 percent design deliverable milestone and complete PS&E documents. WSP USA Inc and Rhino One have current teaming arrangements on other on-going projects, and we will rely on their expertise on slope stability, retaining walls, and construction services.

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation.
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation.

AutoCAD Civil 3D

B. Roadway Design Files

- Drafting standards: City of Stevenson
- Horizontal scale: 1-inch = 20-feet
- Horizontal datum: the North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation
- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), 2020 Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), English
- General Special Provisions and Amendments (most current version at time of PS&E)
- WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction, 2019 (English) (M21-01)
- Local Agency Guidelines (M36-63.37)
- AutoCAD Civil 3D

C. Computer Aided Drafting Files

AutoCAD Civil 3D

D. Specify the Agency's Right to Review Product with the Consultant

Monthly progress meetings

Review workshops after concept design, 50%, 75%, and 100% submittals

E. Specify the Electronic Deliverables to Be Provided to the Agency

Geotechnical Report; .pdf file

Methods and assumptions memorandum for environmental documentation; .pdf file

Final environmental justice matrix and technical memorandum; .pdf file

No-effect letter; .pdf file

SEPA checklist; .pdf file

Concept design, 50%, 75%, and 100% PS&E documents; .pdf file

F. Specify What Agency Furnished Services and Information Is to Be Provided

N/A

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email

A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Microsoft Outlook

# **Exhibit D**

## **Prime Consultant Cost Computations**

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See attached Exhibit D-1 - Consultant Fee Determination  
See attached Exhibit D-2 - Consultant Indirect Cost Rate



**EXHIBIT D-1 - CONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**WSP Costs  
5/12/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Lead Engineer	92	X	\$71.88	= \$	6,613
2 Engineer II (Civil)	332	X	\$44.64	= \$	14,820
3 Sr Engineer (Structural)	145	X	\$49.36	= \$	7,157
4 CADD Supv II	75	X	\$52.22	= \$	3,917
5 Sr Engineer (Civil)	12	X	\$56.75	= \$	681
6 Engineer II (Structural)	142	X	\$40.84	= \$	5,799
7 Sr Engineer (Traffic)	92	X	\$51.93	= \$	4,778
8 Sr Enviro Scientist	48	X	\$57.85	= \$	2,777
9 Planner I	79	X	\$37.50	= \$	2,963
10 Supv Planner	11	X	\$82.85	= \$	911
11 Planner II	36	X	\$42.92	= \$	1,545
12 Architect I	52	X	\$42.19	= \$	2,194
13 Sr Architect	17	X	\$44.19	= \$	751
14 Asst Technical Specialist	7	X	\$30.92	= \$	216
15 Sr Project Accountant	32	X	\$59.56	= \$	1,906
<b>Total Hours</b>	<b>1,172</b>			<b>Subtotal Direct Salary Costs (DSC) = \$</b>	<b>57,028</b>
				<b>Salary Escalation (SE) =</b>	<b>of DSC = \$ -</b>
				<b>Subtotal (DSC + SE) = \$</b>	<b>57,028</b>
<b>Overhead (OH)</b>	<b>136.06%</b>			<b>of (DSC + SE) = \$</b>	<b>77,593</b>
<b>Fixed Fee (FF)</b>	<b>30%</b>			<b>of (DSC + SE) = \$</b>	<b>17,108</b>

**TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 151,729**

**DIRECT NONSALARY COSTS (DNCS)**

Mileage	540	miles @ \$ 0.575	\$	311
Miscellaneous Expendables (photographs, equip rental, etc)			\$	200

**TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 511**

**SUBCONSULTANTS**

Rhino One	\$	17,217
Klein	\$	15,850

**TOTAL SUBCONSULTANTS = \$ 33,067**

**TOTAL AUTHORIZED AMOUNT = \$ 185,306**

Prepared By:



Date: 5/12/2020

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>1</b>	<b>36</b>	<b>23</b>	<b>5</b>	-	-	-	-	-	-	-	-	-	-	-	<b>32</b>	<b>96</b>
<b>Project Management</b>	<b>1.1</b>	<b>31</b>	<b>14</b>	-	-	-	-	-	-	-	-	-	-	-	-	<b>32</b>	<b>77</b>
Monitor project budget		18															18
Prepare monthly progress reports and invoices		9														32	41
Develop project schedule		2	6														8
Develop Workplan		2	8														10
<b>Data Review</b>	<b>1.2</b>	-	<b>4</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>4</b>
Data Review			4														4
<b>Site Walk Through</b>	<b>1.3</b>	<b>5</b>	<b>5</b>	<b>5</b>													<b>15</b>
																	-
<b>TASK 2 - MEETINGS AND COORDINATION</b>	<b>2</b>	<b>22</b>	<b>31</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>53</b>
<b>Progress Meetings/Review Workshops</b>	<b>2.1</b>	<b>14</b>	<b>23</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>37</b>
Monthly Progress Meetings		4	9														13
Conceptual Design		2	2														4
50 percent		2	4														6
75 percent		2	4														6
100 percent		4	4														8
<b>Public Outreach</b>	<b>2.2</b>	<b>8</b>	<b>8</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>16</b>
Prep		2	2														4
Attend (incl travel)		6	6														12
<b>TASK 3.0 - SURVEY</b>	<b>3</b>																-
See Klein & Associates Estimate																	
<b>TASK 4.0 - GEOTECHNICAL</b>	<b>4</b>																-
See Rhino One Estimate																	

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 5.0 - ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>		-	-	-	-	-	-	-	48	79	11	36	-	17	7	-	198
<b>Site Reconnaissance</b>	5.1								8	14	1	-	-	4	1	-	28
Pedestrian Reconnaissance										6							6
Technical Memorandum									8	8	1			4	1		22
<b>NEPA Environmental Review Methods and Assumptions</b>	5.2								8	18	1	-	-	-	1	-	28
Kickoff Meeting										6							6
Methods and Assumptions Memorandum									8	12	1				1		22
<b>CE Documentation Form</b>	5.3								8	20	2	8	-	4	-	-	42
Tech Memo									4	12	1	4		4			25
ECS form									4	8	1	4					17
<b>Low-level Hazardous Materials Discipline Report</b>	5.4								6	25	2	-	-	4	2	-	39
Site Reconnaissance										3							3
Database search report										3							3
EDR										3							3
Low Level HazMat Report									6	16	2			4	2		30
<b>Environmental Justice Matrix</b>	5.5								2	-	4	28	-	1	2	-	37
EJ Matrix									2		4	28		1	2		37
<b>ESA Compliance</b>	5.6								16	2	1	-	-	4	1	-	24
No effect letter									16	2	1			4	1		24
<b>TASK 6.0 - TRAFFIC ANALYSIS</b>									16								16
Lighting Analysis									16								16

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 7.0 - PLANS, SPECS, AND ESTIMATE (PS&amp;E)</b>	<b>7</b>	<b>24</b>	<b>270</b>	<b>140</b>	<b>75</b>	<b>12</b>	<b>142</b>	<b>76</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>791</b>
<b>Conceptual Design</b>	<b>7.1</b>	<b>4</b>	<b>42</b>	<b>20</b>	<b>6</b>	<b>-</b>	<b>32</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>104</b>
Sidewalk Plan			24		4												28
Typical Road Section			8		2												10
Pedestrian Overlook - 3 Concepts & Estimates		2	2	16			32										52
Opinion of Probable Construction Cost		2	8	4													14
<b>50 Percent Design</b>	<b>7.2</b>	<b>8</b>	<b>78</b>	<b>28</b>	<b>25</b>	<b>4</b>	<b>22</b>	<b>20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>199</b>
Cover Sheet, Vicinity Map, Drawing Index			2		2												4
General Notes, Legend, and Abbreviations			4		4												8
Right-of-Way and Survel Control			4		2												6
Demolition and Temporary Erosion and Sediment Control			4		1												5
Temporary Erosion and Sediment Control Details			4		2												6
Typical Roadway Sections			4														4
Roadway and Drainage Plans			16		2												18
Preliminary Signing and Striping Plans			4		2												6
Preliminary Pedestrian Overlook Plan			8	16			16										40
Preliminary Landscape Plans and Plant List					2								12				14
Preliminary Traffic Control Plans			8		4												12
Illumination Site Plan					4			20									24
Specification Outline			4	4													8
Opinion of Probable Construction Cost		4	14	6			6										30
QA/QC		4	2	2		4							2				14

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>75 Percent Design</b>	<b>7.3</b>	<b>8</b>	<b>83</b>	<b>46</b>	<b>34</b>	<b>4</b>	<b>40</b>	<b>32</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>273</b>
Cover Sheet, Vicinity Map, Drawing Index			1		2												3
General Notes, Legend, and Abbreviations					1												1
Right-of-Way and Survel Control					1												1
Demolition and Temporary Erosion and Sediment Control			4														4
Temporary Erosion and Sediment Control Details			4														4
Typical Roadway Sections			4														4
Roadway and Drainage Plans			8														8
Roadway and Drainage Details			8		4												12
Signing and Striping Plans			4														4
Pedestrian Overlook Plan			8	8	4		8						8				36
Structural Details for Pedestrian Overlook (incl calcs)				12	12		32										56
Landscape Plans, Plant List, and Details					4								16				20
Temporary Traffic Control Plans			8		2												10
Illumination Site Plan and Details					4			32									36
Specifications and Special Provisions		4	16	16													36
Opinion of Probable Construction Cost		2	16	8													26
QA/QC		2	2	2		4							2				12
<b>PS&amp;E - 100 Percent Design</b>	<b>7.4</b>	<b>4</b>	<b>67</b>	<b>46</b>	<b>10</b>	<b>4</b>	<b>48</b>	<b>24</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>215</b>
Cover Sheet, Vicinity Map, Drawing Index			1		1												2
General Notes, Legend, and Abbreviations					1												1
Right-of-Way and Survel Control					1												1
Demolition and Temporary Erosion and Sediment Control			2														2
Temporary Erosion and Sediment Control Details					1												1
Typical Roadway Sections			2														2
Roadway and Drainage Plans			8														8
Roadway and Drainage Details			4														4
Signing and Striping Plans			4														4
Pedestrian Overlook Plan			8	8	4		24						4				48
Structural Details for Pedestrian Overlook				12			24										36
Landscape Plans, Plant List, and Details													6				6
Temporary Traffic Control Plans			8														8
Illumination Site Plan and Details					2			24									26
Specifications and Special Provisions		2	16	16													34
Opinion of Probable Construction Cost			12	8													20
QA/QC		2	2	2		4							2				12

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
TASK 8 - ADVERTISE, BID, AND AWARD ASSISTANCE  Advertise, Bid, and Award Asst	8	10	8	-	-	-	-	-	-	-	-	-	-	-	-	-	18
		10	8	-	-	-	-	-	-	-	-	-	-	-	-	-	18
Total		92	332	145	75	12	142	92	48	79	11	36	52	17	7	32	1172



## Exhibit D-2 - Consultant Indirect Cost Rate

July 17, 2019

WSP USA, Inc.  
250 West 34<sup>th</sup> Street  
New York, NY 10119

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 136.06% of direct labor (rate includes 0.59% Facilities Capital Cost of Money)
- Based Field: 98.67% of direct labor (rate includes .32% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

**Jonson, Erik**  
Jul 18 2019 9:39 AM

cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

# **Exhibit E**

## **Sub-consultant Cost Computations**

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The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit E-1 - Subconsultant Fee Determination

See attached Exhibit E-2 - Subconsultant Indirect Cost Rate



**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**RHINO ONE Costs  
4/9/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Associate	18	X	\$62.50	= \$	1,125
2 Project Engineer	44	X	\$37.50	= \$	1,650
3 Staff Engineer	0	X	\$0.00	= \$	-
4 Production	38	X	\$40.00	= \$	1,520
5 CAD/Design	12	X	\$29.50	= \$	354
	0	X	\$0.00	= \$	-
<b>Total Hours</b>	<b>112</b>		<b>Subtotal Direct Salary Costs (DSC) =</b>	<b>\$</b>	<b>4,649</b>
			<b>Salary Escalation (SE) =</b>	<b>of DSC = \$</b>	<b>-</b>
			<b>Subtotal (DSC + SE) =</b>	<b>\$</b>	<b>4,649</b>
<b>Overhead (OH)</b>	<b>110.00%</b>		<b>of (DSC + SE) =</b>	<b>\$</b>	<b>5,114</b>
<b>Fixed Fee (FF)</b>	<b>30%</b>		<b>of (DSC + SE) =</b>	<b>\$</b>	<b>1,395</b>
<b>TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$</b>					<b>11,158</b>

**DIRECT NONSALARY COSTS (DNSC)**

4.2 Drill Rig	1	day	3750	\$	3,750
Private Utility Locates	1	trip	\$ 300	\$	300
Mileage	160	miles @	\$ 0.575	\$	92
4.3 Twenty Five Water Contents	27	@	\$21	\$	567
Three Atterburg Limits	3	@	\$125	\$	375
Three Grain Size	3	@	\$125	\$	375
Two Moisture Density	2	@	\$100	\$	200
pH, electrical resistivity, sulphites, chlorides	1	@	\$400	\$	400
<b>TOTAL REIMBURSABLE EXPENSES (DNSC) = \$</b>					<b>6,059</b>

**TOTAL AUTHORIZED AMOUNT = \$ 17,217**

Prepared By:



Date:

04/09/2020

11/12/2014	Task	Principal Geotechnical Engineer	Staff Engineer	Staff Engineer	Staff Geologist	CAD	Totals
TASK DESCRIPTION		\$62.50	\$37.50		\$40.00	\$29.50	
DSC							
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>1</b>	<u>4</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4</u>
Site Walk Through	1.3	4					
<b>TASK 4 - Geotechnical Investigation</b>	<b>4</b>	<u>18</u>	<u>44</u>	<u>-</u>	<u>38</u>	<u>12</u>	<u>112</u>
Literature Review and Site Reconnaissance	4.1				8		8
Field Investigation Drilled Borings (assume 1 day)	4.2	2	4		10		16
Laboratory Testing	4.3				4		4
Geotechnical Analysis, Draft and Final Report	4.4	16	40		16	12	84
							-
							-
							-
							-
							-
							-
							-
<b>Total</b>		<b>22</b>	<b>44</b>		<b>38</b>	<b>12</b>	<b>112</b>

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**Klein Costs  
5/12/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior PLS	10	X	\$54.17	= \$	542
2 Project Manager	16	X	\$50.00	= \$	800
3 LSIT	12	X	\$39.60	= \$	475
4 Tech- Survey	4	X	\$45.83	= \$	183
5 Senior Draftsman	30	X	\$39.58	= \$	1,187
6 2 person field crew	40	X	\$83.33	= \$	3,333
7 Management/Administration	<u>2</u>	X	\$27.10	= \$	<u>54</u>

Total Hours **114** Subtotal Direct Salary Costs (DSC) = \$ **6,575**

Salary Escalation (SE) = of DSC = \$ **-**

Subtotal (DSC + SE) = \$ **6,575**

Overhead (OH) **110.00%** of (DSC + SE) = \$ **7,233**

Fixed Fee (FF) **30%** of (DSC + SE) = \$ **1,973**

**TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 15,780**

**DIRECT NONSALARY COSTS (DNSC)**

Research right-of-way, survey and deed copies, \$ 70

\$ -

**TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 70**

**TOTAL AUTHORIZED AMOUNT = \$ 15,850**

Prepared By:



Date: 5/12/2020

EXHIBIT E-1: SUBCONSULTANT FEE DETERMINATION  
 1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT

Klein Hours  
 5/12/2020

TASK DESCRIPTION	Task Number	Senior PLS	Project Manager	LSIT	Tech - Survey	Senior Draftsman	2 Person Field Crew	Management/ Administration	Totals
		\$54.17	\$50.00	\$39.60	\$45.83	\$39.58	\$83.33	\$27.10	
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>1</b>	<u>4</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4</u>
<b>Site Walk Through</b>	<b>1.3</b>	4							
<b>TASK 3.0 - SURVEY</b>	<b>3</b>	<u>6</u>	<u>16</u>	<u>12</u>	<u>4</u>	<u>30</u>	<u>40</u>	<u>2</u>	<u>110</u>
<b>Task 3.1 - Right-of-Way Determination</b> Conduct surveying research, field locate Right-of-Way monuments along with monuments of record, compute Right-of-Way	<b>3.1</b>	1	5	2		4	8		20
<b>Task 3.2 - Topographic Survey</b> Mapping services, and prepare base map	<b>3.2</b>	2	5	5	4	16	30	1	63
<b>Task 3.3 - WSDOT ROW Map</b>	<b>3.3</b>	3	6	5		10	2	1	27
<b>Total</b>		<b>10</b>	<b>16</b>	<b>12</b>	<b>4</b>	<b>30</b>	<b>40</b>	<b>2</b>	<b><u>114</u></b>

Exhibit E-2 - Subconsultant Indirect Cost Rate



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 4, 2020

Rajiv Ali, Owner  
Rhino One, LLC  
12308 NE 56<sup>th</sup> St, STE 1107  
Vancouver, WA 98682

Re: Rhino One, LLC  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Ali:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Rhino One in October 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Rhino One opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One.

Rhino One has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads 'Schatzie A. Harvey'.

Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

Exhibit E-2 - Subconsultant Indirect Cost Rate



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 14, 2020

James Klein, President  
Klein & Associates, Inc.  
1411 13<sup>th</sup> St  
Hood River, OR 97031-1615

Re: Klein & Associates, Inc.  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Klein:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Klein & Associates in May 2017. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Klein & Associates opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Klein & Associates.

Klein & Associates has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

*Schatzie A. Harvey*  
Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

# **Exhibit F**

## **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

63

**Exhibit G**  
**Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data



## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
WSP USA Inc.

whose address is

851 SW 6th Ave, Suite 1600, Portland, OR 97204

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Stevenson and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

WSP USA Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

5/14/20  
\_\_\_\_\_  
Date

Agreement Number:

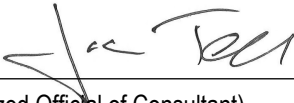
65

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WSP USA Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/14/2020

Date

Agreement Number:

66

### Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

WSP USA Inc.

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/14/2020

---

Date

Agreement Number:

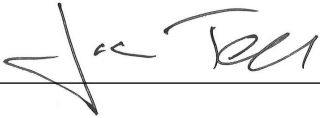
67

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 1st Street Pedestrian Improvements and Amc\* are accurate, complete, and current as of May, 12, 2020 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: WSP USA Inc.



Signature

Vice President | Area Manager

Title

Date of Execution\*\*\*: 5/14/2020

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

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# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

N/A

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.



### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**MINUTES**  
**CITY OF STEVENSON COUNCIL MEETING**  
**April 16, 2020**  
**6:00 PM, via Zoom and YouTube**

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**1. CALL TO ORDER:** Mayor Anderson opened the meeting at 6:00 p.m. He called the roll. Councilmembers Matthew Knudsen, Annie McHale, Robert Muth, Paul Hendricks, Amy Weissfeld were present. Leana Kinley, City Administrator; Ben Shumaker, Community Development Director; Karl Russell, Public Works Director; and Ken Woodrich, City Attorney were also present. Public attendees included Julie May, Rick May, Phillip Watness, and Brian McNamara via telephone.

a) **Update on Use of Technology for City Meetings**-The Mayor reviewed and explained the process for conducting the all-remote council meeting. There was also an update on city hall technology provided at the meeting. He shared information on the hardware costs and various setups, including monitor/TV screen, speakers, and microphones. Councilmember Knudsen thanked him for the update.

Administrator Kinley shared the agenda and the process to access it. She reminded everyone to mute their computer due to the 20-second delay. Councilmember Muth noted there was nothing showing on the YouTube link.

**2. CHANGES TO THE AGENDA:** No changes to the agenda were reported.

**3. CONSENT AGENDA:** The following items were presented for Council approval.

a) **Special Occasion Liquor License**-Skamania County Fair Board at the Skamania Fairgrounds (Indoors and Outdoors) on July 23rd from 6-9 pm, July 24th (two locations) from 12 pm to 12 am and July 25th (two locations) from 12 pm to 12 am for GorgeGrass.

b) **Approve Stipulation and Settlement Agreement Regarding BLA2019-05** - Community Development Director Ben Shumaker requested the approval of the attached stipulation and settlement agreement between the City, Rick and Julie May, Pat Rice and Karen Rutledge regarding Boundary Line Adjustment BLA2019-05.

c) **Minutes of March 19, 2020 City Council Meeting.**

**MOTION** to approve consent agenda items a-c was made by Councilmember Muth with a second by Councilmember Hendricks. The motion passed unanimously

**4. PUBLIC COMMENTS:** Two comments were provided to council in their meeting packet. One was from Harry Shumacher and the other was from Pat Rice and Karen Rutledge.

## 5. UNFINISHED BUSINESS:

- a) **COVID-19 Update-Mayor Scott Anderson** provided an update on the city's response to the COVID-19 pandemic. Since last meeting, the City of Stevenson's Facebook page has gone live, it funnels items to the City of Stevenson website. Links to relevant information are posted.
- Community Development Director Shumaker** noted he was working with the SDA and EDC on funding opportunities and resources for residents, businesses and employees. The County incident command structure is working well. The intent is to be fully prepared when the Stay at Home provisions are lifted. The new Stevenson Downtown Association President Kelly McKee is considering a Stevenson Strong campaign/ celebration for after the businesses reopen.
- Councilmember Weissfeld** thanked **PW Director Karl Russell** for his work on the Russell Street project, and **Administrator Leana Kinley, Mayor Anderson** and the Incident Command team for their responsiveness.
- Rick May also expressed appreciation and supported the potential investment in technology for meetings. Keep offering resources.
- Councilmember Knudsen** asked about the letter to Governor Inslee that was in the meeting packet. **Administrator Kinley** noted it was part of the COVID-19 update and the Mayor had signed on behalf of the City.
- b) **Sewer Plant Update-Public Works Director Karl Russell** provided an update on the Stevenson Wastewater System and the Compliance Schedule. He reported the biggest change is a 44% reduction of effluent. The reduction is causing a significant decline in the bacteria load. The BOD at the Waste Water Treatment Plant is down overall, attributed to warmer influent. Hauling of bio-solids is back to normal. **Councilmember Weissfeld** offered kudos and asked if the work environment at the WWTP was safe and workers were feeling protected. **Russell** noted that good practices are in place for protection.
- c) **Third Reading Ordinance 2020-1157 Regarding Changes to Zoning** -Community **Development Director Ben Shumaker** presented an updated staff report based on information from the April 13th Planning Commission meeting and ordinance 2020-1157 amending the Stevenson zoning code (SMC Title 17); modifying where single-family detached dwellings and townhomes are allowed; clarifying use categories within SMC 17.13.010; and incorporating zoning interpretations conducted under SMC 17.12.020 for council review and discussion. He explained the Planning Commission was working on trying to figure out how to deal with businesses located in homes converting back to residences and vice-versa. The PC opted to postpone any decisions until June 2020 in order to allow for more public input into the issue. The PC also wanted direction from the City Council regarding the moratorium set to expire May 17th. **Attorney Woodrich** advised there were not a lot of options to hold public hearings due to the Stay Home/Stay Safe orders. The Council agreed to let the moratorium expire on May 17th and address the issue at a regular City Council meeting on May 21st.

## 6. NEW BUSINESS:

- a) **Approve Community Forestry Assistance Grant Agreement - Community Development Director Shumaker** presented the grant agreement with the State of Washington Department of Natural Resources for council review and approval. Additional information was included in a staff memo.

**MOTION** to approve the grant agreement with the State of Washington Department of Natural Resources for the Community Forestry Assistance Grant in the amount of \$20,000 was made by **Councilmember Muth** with a second by **Councilmember McHale**. The vote to approve was unanimous.

- b) **Approve Contract with WSP for First Street - Community Development Director Shumaker** presented the contract with WSP for engineering services for the First Street sidewalk project. He explained that 80% of the project is paid through federal resources. The Project is planned to begin in 2021. He alerted the Council to one possible change regarding additional amenities. A funding request to Burlington-Northern Santa Fe Railroad is in the works, and if approved there will need to be an amendment approved.

Following a short discussion regarding past grants, budget expectations and project design, a **MOTION** to approve the contract with WSP for First Street project engineering services not to exceed \$185,306 was made by **Councilmember Muth** with a second by **Councilmember Hendricks**. The motion was approved unanimously.

- c) **Set a Date for Toliver Subdivision Review-Community Development Director Ben Shumaker** requested Council set a date of May 21, 2020 to review the Toliver Subdivision application and Planning Commission recommendation. **Shumaker** provided an overview of the project and the recommendation from the Planning Commission to have the Council approve the Subdivision with the conditions noted. **Councilmember Muth** asked for confirmation about details regarding the project. He noted there had been historical issues with JP Hollstrom and the road in question. He questioned if there had been any additional requirements to ensure compliance with the conditions regarding completion of the road sections in order to bring it up to city standards. **PWD Russell** provided some background information and noted the agreement still needed to be tweaked, but the specific road improvements called for in the proposal are not JP Hollstrom's responsibility. **Mayor Anderson** asked **Shumaker and Russell** to include updates on any road issues when the Council reviews the Toliver proposal at the May 21st City Council meeting. He appreciated **Muth's** historical perspective.

**MOTION** to set the date of May 21, 2020 to review the Toliver Subdivision application was made by **Councilmember Knudsen** with a second from **Councilmember Hendricks**. The motion passed unanimously.

**INFORMATION ITEMS:**

- a) **Building Permits Issued** -A report of recent Building Permits issued for new residential or commercial/industrial buildings was presented.
- 5 active Single-Family residences remain for the City to inspect (prior to contract with County).
  - Sikora's 4 cabins are still in construction phase.
  - North Bonneville has 2 SFRs under construction. All new building permits are on hold until the Governor's Stay Home order is lifted.
- b) **Chamber of Commerce Activities**-The report presented described some of the activities conducted by Skamania County Chamber of Commerce in March 2020.
- c) **Financial Report** -**City Administrator Leana Kinley** presented the Q1 2020 Financial Report, Treasurer's Report and year-to-date revenues and expenses through March 2020. She noted there would be significant declines in the city budget due to reduce revenues from water and sewer usage and loss of tax payments. She is tracking expenses in order to recoup expenses if and when funding becomes available. The CARES Act will be providing funds but no amount is known yet. She has been attending forecasting webinars.
- Councilmember Weissfeld** asked about deliverables from the Chamber of Commerce. She expressed concern that with so many events cancelled that attract tourism dollars the City is paying for services not being performed.
- Councilmember McHale** reported the Chamber is still promoting local businesses and is preparing for when services re-open. They have serving as a gatekeeper for COVID-19 information and resources for local businesses as well.
- Councilmember Muth** asked about COVID-19 testing and was informed the Community Health Department would have 200 tests available at the Hegewald Center.
- Julie May asked where daily updates can be sent. **Administrator Kinley** advised Deputy Clerk/Treasurer II Anders was updating the city website and Facebook Page regularly.
- d) **Planning Commission Minutes**-Minutes were presented from the 03/09/2020 Planning Commission meeting.
- e) **Sheriff's Report** -A copy of the Skamania County Sheriff's report for March 2020 was presented for council review.

**8. CITY ADMINISTRATOR AND STAFF REPORTS:**

- a) **Karl Russell, Public Works Director**, updated the Council on the Russell Street project. He shared several pictures showing the curbing being done. Next will be sidewalks on the west side. The project is moving along quickly. Flagging company workers have been extremely helpful in assisting pedestrians. **Councilmember McHale** asked if the contractor was providing satisfactory work as there had been some reservations expressed due to the lower bid. She was assured the work is going well and the contractor is very conscientious. Wallis Engineering is also reporting good results. The Hegewald Well project is moving on, the engineer visited last Tuesday. One employee is back at work on light duty. No one has taken any days off. He reported water usage in March was up 3% from February, and 8% over the past 31 days. When meters are read the affect of the Lodge being closed will be known.
- b) **Rob Farris, Fire Chief** provided an update. His request for auto-closing doors at the Fire Station was due in part to thefts of equipment when the district is responding to a call. He has a bid of \$4,500 for installed doors (with tax) provided by Gordy-no other suppliers responded. A chain-drive would be included in case of power outages. He was unsure if the building ownership was split 50/50 and was advised it was. **Administrator Kinley** also noted that costs under \$5K do not need a motion by council for approval and the current budget should cover the costs. **Councilmember Knudsen** asked if the new doors could be moved to a new building.
- c) **Community Development Director Shumaker** reported on a number of grants and funding opportunities coming available. He asked the Council to authorize an application to the Washington Department of Commerce for a grant that would support concepts identified in the Downtown Plan for SUCCESS! and the pending Buildable Lands Inventory and Housing Needs Analysis. He pointed to other items in his report contained in the Council meeting packet and spoke briefly on them, including a proposal for a pedestrian pathway between North Bonneville and Carson and two grants from the Department of Commerce for homeless housing assistance and micro-business support. The homeless support grant is intended to support local lodging sites by funding the rental of rooms for first responders or those made homeless through a need to self-isolate. He asked the council to help spread the word to eligible businesses. **Councilmember Muth** noted it might not be appealing to hotel owners to participate as fear of COVID-19 transmission could prevent future lodgers from staying. It was noted that if rooms are unoccupied for 72 hours there is little chance of transmission, and there are local cleaning businesses able to decontaminate sites. **Councilmember Knudsen** observed it was a good to help out when possible.
- d) **Leana Kinley, City Administrator**, reported on several items regarding the COVID-19 response. The state auditor may have May 4th open as the date to do the annual city audit. As a result, financial reports usually due the end of May

will be needed earlier. The audit will be conducted remotely. The water meter project is scheduled for installation in May.

**9. VOUCHER APPROVAL AND INVESTMENTS UPDATE:**

**Councilmember Knudsen** asked what the statement for Moeller was. It was explained as the payment for his consulting work at the WWTP in March. **Councilmember Weissfeld** asked about verification of the paperwork and if there was any spot checking/informal audit of vouchers. She asked for the vouchers to be available at the next Council meeting.

**MOTION** to approve the vouchers and investment report as presented was made by **Councilmember Muth** with a second by **Councilmember McHale**. The motion passed unanimously.

**10. MAYOR AND COUNCIL REPORTS:**

A question was raised about the settlement appearing on page 5 of the agenda. It was noted the approval had been made via the consent agenda.

**Councilmember Knudsen** reported he was working with the Southwest Clean Air Agency and had an air quality monitor installed at his property and was hoping to see more installed in Northern Skamania County.

**Councilmember Weissfeld** shared information on the EDC. They are processing new PPP loan applications for local businesses.

**Councilmember Hendricks** toured the waterfront trail and reported it looks good. It was reported a building on Russell Street had been sold and it was to be turned into a hotel. **Councilmember Muth** asked if the structure was sound and **PW Director Russell** reported there was an architect on board.

**Councilmember McHale** asked if YouTube streaming would allow for more people to attend and participate. **Attorney Woodrich** advised the Attorney General has determined the public has the right to participate by listening in, but does not have the right to provide input. It is up to the discretion of the City Council. Using Zoom as a platform was briefly discussed, it was noted it has been closed down due to problems with 'Zoombombing' or hacking.

Rick May commented on the difference between what the law allows and what is appropriate for public input.

**12. ADJOURNMENT-Mayor Anderson** adjourned the meeting at 7:57 p.m.

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Approved \_\_\_\_\_; Approved with revisions \_\_\_\_\_

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Date

Minutes by Johanna Roe



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

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## moratorium zon2020-01

1 message

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**Rick** <thecrossing4lunch@gmail.com>

Mon, May 18, 2020 at 2:09 PM

To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

Hi, I am a thirty year downtown property owner and a twenty year business owner in that property. My husband and I have lived in our house(SFDD) for thirty years and have had a cafe in it for twenty of those years. As both a residence and a business I feel our property has been an asset to the community. We plan someday to retire our business and continue to live in our house hopefully for another thirty years. To limit peoples options for the uses of their property limits the growth of our community to the view of a select few. In our thirty years here there has never been a time when all of the business properties have been full, and the SFDD or the residents of the properties kept the downtown looking homey instead of ghostly. I do not want to live in Hood River, I do not want townhouses and commercial buildings to be the bases for our town. I want a community that is warm and welcoming and I feel mixed use creates that environment. I ask you to let the moratorium expire.

I would appreciate these comments being part of the record and in the council meeting packet for the 5/21/2020 meeting, which I will not be able to attend.

Thanks for your time, Jennifer Toledo

The crossing

Sent from [Mail](#) for Windows 10



5/18/2020

To the elected officials representing our City of Stevenson

Please consider this public comment and add to the record for your meeting May 21, 2020.

I am concerned with and oppose proposed zoning code amendment ZON2020-01, proposed Ordinance 2020-1157, and the moratorium on Single Family Detached Dwellings.

I have lived at my historic (built as a Homestead in the 1890s) downtown Stevenson 235 First Street house for 27+ years and have had a business at the property serving our community for almost the same amount of time. What I could and couldn't do in the future would be negatively impacted by the proposed changes as well many neighbors in similar situation. I am requesting these issues be removed from agendas until the Stay Home Stay Healthy Order is lifted and people can contribute and work together face to face in an open public meeting which is in line with the current proclamation from Washington State Governor Inslee.

***Only Remote Meetings and Actions on Matters That Are "Necessary and Routine" or Are Necessary to Respond to COVID-19 Are Allowed Under the OPMA***

Under the proclamation, public agencies may take "action" only on matters that are either "necessary and routine" or necessary to respond to the COVID-19 outbreak and current health emergency. Agencies are further prohibited from taking "action," as defined in RCW 42.30.020. Proclamations attached.

Also I am requesting written notice to my PO Box 1043 Stevenson, same address my city water bill is mailed to, of any further meetings/agenda items on proposals that would impact my 235 First Street Stevenson property.

Thank you,

Monica Masco

4 Attachments:

PROCLAMATION BY THE GOVERNOR AMENDING PROCLAMATION 20-05 20-28 Open Public Meetings Act and Public Records Act

Extended via Proclamations 20-28.1, 20-28.2 and 20-28.3



STATE OF WASHINGTON  
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**PROCLAMATION BY THE GOVERNOR  
AMENDING PROCLAMATION 20-05**

**20-28**

**Open Public Meetings Act and Public Records Act**

**WHEREAS**, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06, 20-07, 20-08, 20-09, 20-10, 20-11, 20-12, 20-13, 20-14, 20-15, 20-16, 20-17, 20-18, 20-19, 20-20, 20-21, 20-22, 20-23, 20-24, 20-25, 20-26, and 20-27, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

**WHEREAS**, to curtail the spread of the COVID-19 pandemic in Washington State and to protect our most vulnerable populations, it is necessary to limit person to person contact through social distancing and limiting person to person contact; and

**WHEREAS**, to curtail the spread of the COVID-19 pandemic in Washington State and to protect our most vulnerable populations, it is necessary to limit person to person contact through social distancing and limiting the numbers of people who may gather in one location; and

**WHEREAS**, transparency in state government and all of its political subdivisions is an important state policy, such that all statutes related to open public meetings and public records are the business of the state; and

**WHEREAS**, there are a plethora of electronic, telephonic and other options that make it possible for the public to attend open public meetings remotely; and

**WHEREAS**, it is necessary to immediately waive any requirement in RCW 42.56, the Public Records Act, and RCW 42.30, the Open Public Meetings Act, that provides for any activity that necessitates an in-person setting; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression throughout Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health (DOH) continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of this ongoing incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the DOH and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the DOH in assessing the impacts and long-term effects of the incident on Washington State and its people.

**NOW, THEREFORE**, I, Jay Inslee, Governor of Washington, as a result of the above-noted situation, and under RCW 38.08, RCW 38.52 and RCW 43.06, do hereby proclaim that a state of emergency continues to exist in all Washington State counties, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamation 20-05 is amended by waiving and suspending the portions of RCW 42.30 and RCW 42.56 that require in-person meetings or contact.

I again direct that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented throughout state government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the Washington State Comprehensive Emergency Management Plan and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Also, I continue to direct the DOH, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

**FURTHERMORE**, based on the above situation and under the provisions of RCW 43.06.220(1)(h), I find that RCW 42.30, as applied to all public agencies statewide, involves the conduct of state business, and to help preserve and maintain life, health, property or the public peace, I hereby amend Proclamation 20-05 to prohibit public agencies as follows:

Any public agency, subject to RCW 42.30, is prohibited from conducting any meeting, subject to RCW 42.30 unless (a) the meeting is not conducted in-person and instead provides an option(s) for the public to attend the proceedings through, at minimum, telephonic access,

and may also include other electronic, internet or other means of remote access, and (b) provides the ability for all persons attending the meeting to hear each other at the same time.

Remote meeting resources include the Department of Enterprise Services Master Contract for teleconferencing and web-based meeting platforms, which can be found here:

Software Resellers (06016):

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/06016>

Cloud Solutions (05116):

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/05116>

Other resources can be found online by searching for free conference call services and for other e-based meeting services. Additional guidance for remote meetings may be found on at the Municipal Research and Services Center (MSRC, [www.msrc.org](http://www.msrc.org)).

**FURTHERMORE**, based on the above situation and under the provisions of RCW 43.06.220(1)(h), I find that RCW 42.30, as applied to all public agencies statewide, involves the conduct of state business, and to help preserve and maintain life, health, property or the public peace, I hereby amend Proclamation 20-05 to prohibit public agencies as follows:

Subject to the conditions for conducting any meeting as required above, agencies are further prohibited from taking “action,” as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible.

**FURTHERMORE**, based on the above noted situation and under the provisions of RCW 43.06.220(2)(g), I find that strict compliance with the following portions of statutory and regulatory obligations or limitations will prevent, hinder, or delay necessary action for coping with the COVID-19 State of Emergency by bringing people in contact with one another at a time when the virus is rapidly spreading, and that the language of each statutory provision specified below is hereby waived and suspended as provided herein until midnight on April 23, 2020:

- RCW 42.30.030 – the following words only:
  - “and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter”
- RCW 42.30.040 – in its entirety; however, agencies are strongly encouraged to utilize a remote meeting option that complies, to the greatest extent possible, with this statute
- RCW 42.30.050 – as to the following word only: “room” in the first sentence
- RCW 42.30.070 – as to the following word only: the first usage of “site” - in the fourth sentence
- RCW 42.30.075 – as to the following words only:
  - “Notice of any change from such meeting schedule shall be published in the state register for distribution at least twenty days prior to the rescheduled meeting date.”
- RCW 42.30.080(2)(c) – as to the following words only:
  - “Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location.”

- RCW 42.30.090 – as to the following words only:
  - “on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held.”

**FURTHERMORE**, based on the above noted situation and under the provisions of RCW 43.06.220(2)(g), I find that RCW 42.56, as applied to all public agencies statewide involves the conduct of state business and I also find that strict compliance with the following statutory and regulatory obligations or limitations will prevent, hinder, or delay necessary action for coping with the COVID-19 State of Emergency in responding to public records requests by bringing people in contact with one another at a time when the virus is rapidly spreading, and that the language of each statutory provision specified below is hereby waived and suspended as provided herein until midnight on April 23, 2020:

- RCW 42.56.080(2), as to the following words only:
  - “Agency facilities shall be made available to any person for the copying of public records except when and to the extent that this would unreasonably disrupt the operations of the agency.”
  - “in person during an agency's normal office hours, or”
- RCW 42.56.090, as to the first sentence only
- RCW 42.56.100, as to the following word only in the first sentence: “full”
- RCW 42.56.520(1), as to the following words only in the second sentence: “Within five business days of receiving a public records request,”

Violators of this of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 24th day of March, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

\_\_\_\_\_/s/\_\_\_\_\_  
Jay Inslee, Governor

BY THE GOVERNOR:

\_\_\_\_\_/s/\_\_\_\_\_  
Secretary of State



**PROCLAMATION BY THE GOVERNOR  
AMENDING AND EXTENDING PROCLAMATIONS 20-05 and 20-28**

**20-28.1**

**Extension - Open Public Meetings Act and Public Records Act**

**WHEREAS**, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-51 exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, has broadly spread throughout Washington State, seriously increasing the threat of serious associated health risks statewide; and

**WHEREAS**, on March 24, 2020, I issued Proclamation 20-28, waiving and suspending laws and rules in RCW 42.56, the Public Records Act, and RCW 42.30, the Open Public Meetings Act, that require any activity that occurs in an in-person setting to prevent further spread of the virus and related prohibition; and

**WHEREAS**, there are currently at least 12,494 cases of COVID-19 in Washington State with 692 associated deaths, hospitalizations for COVID-19-like illnesses have sharply increased in the past month, and a large surge in the number of serious COVID-19 infections will compromise the ability of our health care system to deliver necessary health care services and continues to require a reduction in person to person contact; and

**WHEREAS**, on April 22, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect as otherwise amended, and that Proclamation 20-28 is amended to (1) recognize the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first, and (2) similarly extend the prohibitions therein to May 4, 2020.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout state government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Department







**PROCLAMATION BY THE GOVERNOR  
AMENDING AND EXTENDING  
PROCLAMATIONS 20-05, 20-28 and 20-28.1**

**20-28.2**

**Open Public Meetings Act and Public Records Act**

**WHEREAS**, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-53 exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, has broadly spread throughout Washington State, seriously increasing the threat of serious associated health risks statewide; and

**WHEREAS**, there are currently at least 15,462 cases of COVID-19 in Washington State with 841 associated deaths, demonstrating the ongoing, present, and persistent threat of this lethal disease; and

**WHEREAS**, on March 24, 2020, I issued Proclamation 20-28, waiving and suspending laws and rules in RCW 42.56, the Public Records Act, and RCW 42.30, the Open Public Meetings Act, that require any activity that occurs in an in-person setting to prevent further spread of the virus and related prohibition; and

**WHEREAS**, on April 23, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

**WHEREAS**, on April 23, 2020, I issued Proclamation 20-28.1 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

**WHEREAS**, on May 4, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamations 20-28 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, with the exception of RCW 42.56.520(1), which the leadership of the Washington State Senate and House of Representatives extended until the termination of the COVID-19 State of Emergency or May 11, 2020; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect as otherwise amended, and that Proclamations 20-28 and 20-28.1 are amended to (1) recognize the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, except for RCW 42.56.520(1), which was extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 11, 2020, and (2) similarly extend the prohibitions therein to May 31, 2020, or in the case of RCW 42.56.520(1) May 11, 2020.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout state government. State agencies and departments are directed to continue utilizing state resources and doing





STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)

**PROCLAMATION BY THE GOVERNOR  
AMENDING AND EXTENDING  
PROCLAMATIONS 20-05, 20-28, 20-28.1 and 28.2**

**20-28.3**

**Open Public Meetings Act and Public Records Act**

**WHEREAS**, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-53 and 20-55, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, has broadly spread throughout Washington State, seriously increasing the threat of serious associated health risks statewide; and

**WHEREAS**, there are currently at least 17,122 cases of COVID-19 in Washington State with 945 associated deaths, demonstrating the ongoing, present, and persistent threat of this lethal disease; and

**WHEREAS**, on March 24, 2020, I issued Proclamation 20-28, waiving and suspending laws and rules concerning RCW 42.56, the Public Records Act, and RCW 42.30, the Open Public Meetings Act, that require any activity that occurs in an in-person setting to prevent further spread of the virus; and

**WHEREAS**, on April 23, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

**WHEREAS**, on April 23, 2020, I issued Proclamation 20-28.1 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first, and similarly extending its prohibitions; and

**WHEREAS**, on May 4, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamations 20-28 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, with the exception of RCW 42.56.520(1), which the leadership of the Washington State Senate and House of Representatives extended until the termination of the COVID-19 State of Emergency or May 11, 2020; and

**WHEREAS**, on May 5, 2020, I issued Proclamation 20-28.2 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions, with the exception of RCW 42.56.520(1), which I extended to May 11, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

**WHEREAS**, on May 11, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspension of RCW 42.56.520(1) in Proclamation 20-28 was again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020; provided, that the waiver of RCW 42.56.520(1) does not apply to requests for public records received by an agency electronically; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect as otherwise amended, and that Proclamations 20-28 and 20-28.1, 20-28.2 are amended to recognize the extension of the statutory waiver and suspension of RCW 42.56.520(1) by the leadership of the Washington State Senate and House of Representatives until 11:59 p.m. on May 31, 2020, except that the extension of the waiver and suspension of language in RCW 42.56.520(1) will not apply to 5-day response requirements under the statute for public records requests received by an agency electronically.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout state government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

Violators of this of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 12th day of May, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

\_\_\_\_\_/s/\_\_\_\_\_  
Jay Inslee, Governor

BY THE GOVERNOR:

\_\_\_\_\_/s/\_\_\_\_\_  
Secretary of State



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

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## city council meeting

1 message

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**Barb Robinson** <robinson@gorge.net>

Mon, May 18, 2020 at 2:59 PM

To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

To Council Members - I am a long time Stevenson downtown resident and former business owner whose property rights will definitely be affected by the moratorium and the prevention of change of use for a building owner. I agree with others that this is of no benefit to the success of downtown Stevenson and I request the moratorium be allowed to expire permanently. I also request that the ZON2020-01 Amendment be taken off the Planning Commission agenda until such time as an urgent need is identified. I also would like written notice of meetings concerning the moratorium or the Amendment.

As a retired person, I don't attend many meetings any more and assume our elected persons are acting in my best interest when it comes to property rights. I am probably the oldest (long term) resident in downtown Stevenson and have a vested interest in keeping this a good place to live and operate a business. Bob and I worked jointly over 60 years to develop positive things in the Stevenson area and improve our own property and naturally assumed we could pass that on to our family, letting them live here or have a small business, if they chose, and the opportunity arose. Over the years we've seen many small shops start up and then close when they could not afford to compete with larger areas. Those owners should be able to that space for whatever they want – possibly for someone needing a place to live (sometimes a single person) which allows the owner to pay his bills, provides income to the city and prevents another vacant eyesore because it can't generate any income. Much more input from stakeholders needs to be heard before measures severely restricting property rights are adopted.

Thank you.

Barbara Robinson

Sent from [Mail](#) for Windows 10

To: Elected officials of City of Stevenson for inclusion in public comments and meeting records.

I am a downtown Stevenson property owner of 17 years (80 & 82 Columbia Ave.) whose property rights will be negatively affected by continuation of the moratorium on construction of new Single-Family Detached Dwellings (SFDD). I oppose adoption of Ordinance 2020-1157. The original moratorium was an example of misguided, arbitrary and autocratic disregard for property rights. It was disturbingly inappropriate of the Mayor and Council to enact the moratorium in the manner it was accomplished. As the Planning Commission noted “There was general agreement the criticism of the moratorium was due to the perception there was no opportunity for public input in the decision making” (Minutes 2/10/ Planning Commission Meeting). That sentiment is growing as more and more stakeholders and the public are made aware of the moratorium and the Council and Planning Commission intention to make it permanent while adding more unnecessary restrictions (ZON2020-01).

I do not feel the moratorium was necessary to the “success” of downtown Stevenson. There have been SFDD in downtown Stevenson since the town was incorporated. Ordinance 2020-1157 will not increase “affordable housing” or “attract businesses” to the downtown area. It will reduce opportunity for both. As then Planning Commissioner Shaun Van Pelt pointed out “... the cost to remove a SFDD by a business seeking to build a commercial entity is prohibitive and makes it hard to attract businesses to the downtown area” (Minutes 2/10/ Planning Commission Meeting). It is noteworthy that Van Pelt resigned after this meeting. The reason that businesses are not flourishing in the downtown area is that Stevenson is an isolated town with only 1500 residents. One road in, one road out. Big box stores are a short distance away, high ticket items can be purchased tax free in Oregon. The marginal small businesses in town are already in trouble. The “business” environment in Stevenson will likely be severely impacted for the foreseeable future.

As a stakeholder, I do not feel I was properly notified while the moratorium was initially under consideration or enacted. I request the moratorium be allowed to expire permanently on May 17, 2020. I also request that the ZON2020-01 Amendment be taken off the Planning Commission agenda until such time as an urgent need be identified. I request written notice of any further meetings or proposed actions pursuant to the moratorium, Ordinance 2020-1156 or the ZON2020-01 Amendment be sent to me by US Postal Service mail via the mailing address the City uses for my water bill.

I also note that any actions at this time by the Council may be prohibited based on PROCLAMATION BY THE GOVERNOR AMENDING PROCLAMATION 20-05, 20-28 Open Public Meetings Act and Public Records Act.

“Subject to the conditions for conducting any meeting as required above, agencies are further prohibited from taking “action,” as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible”.

Sincerely,

Brian McNamara



As a former downtown Stevenson property owner who owned multiple properties in the C1 Zone, please know that I am completely opposed to continuation of the moratorium on construction of new Single Family Detached Dwellings (SFDD) in the downtown C1 Zone. If the Planning Commission adopts Ordinance 2020-1157, that will negatively affect the property rights of every property owner in the C1 Zone. My question to the commission is “what right do you have to prescribe an ordinance without any public input from the stakeholder”? How would you feel if someone arbitrarily changed your zoning and dictated what you could use your property for? What if the proposed zoning change was done without your input and then reduced your value and limited personal use? I am sure you would be quite upset!!

There is not a long list of business owners looking for commercial property in Stevenson especially with the pandemic in full swing! Therefore, please allow the moratorium to expire permanently as of May 17, 2020. Consider looking at this proposal again when there are more people interested in having a business in the downtown. Take the ZON2020-01 Amendment off the Planning Commission agenda until such time as an urgent need is identified and open public comment can be safely afforded. I request written notice of any further meetings or proposed actions pursuant to extending the moratorium, Ordinance 2020-1157 or the ZON202001 Amendment.

Thank you for your consideration.

Libby Johnson  
POB 707  
Stevenson, WA



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

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## Public comment regarding zoning change

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**Chris Anderson** <homevalleychris@gmail.com>  
To: leana@ci.stevenson.wa.us

Mon, May 18, 2020 at 8:47 PM

To city of stevenson and city council members. Please consider this my public comment and add to the record and you meeting packet for the may21, 2020 meeting. I oppose proposed zoning change amendment ZON2020-01 proposed ordinance 2020-1157, and the moratorium on single family detached dwellings . I own several properties in downtown stevenson area. I do not want restrictions put on my property such as " The Birkenfield House " at 96 columbia street . Currently it is a commercial rental to SCDVSA. What if the need changes ? What if my commercial tenant vacates? Iam requesting written notice of future meetings with regards to this subject be mailed to my PO box 151 stevenson so i can be informed of important issues/ changes being considered. Thank you Chris Anderson



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

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## Building restrictions on downtown property owners

1 message

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**Steven Emond** <steveemond6@gmail.com>

Tue, May 19, 2020 at 7:15 PM

To: Leana@ci.stevenson.wa.us

Just to let you know that I am opposed to the moratorium on construction of single-family dwellings in downtown Stevenson. It seems like an unreasonable restriction on people who have spent their hard earned money on property. What in the world is the big hurry to restrict downtown to only businesses and multi unit dwellings? Seems like an overreach to me.

I also think it is apparent that there was a not sufficient public involvement in the implementation of this moratorium.

Please add this to the minutes of the May 21 City Council meeting.

Sincerely,

Steve Emond

Sent from my iPhone



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

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## SFDD

1 message

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**pete reseter** <1petetar@gmail.com>  
To: leana@ci.stevenson.wa.us

Wed, May 20, 2020 at 4:29 PM

Leana

I have viewed the entire 87 pages of the "Plan for SUCCESS for Stevenson". I do not support this intention, and I do not support the Single Family Detached Dwelling moratorium renewal ordinance 2020-1157/ZON2020-01.

I don't want Stevenson Wa. to become another Hood River or Tualatin Or., with glitz and glamour.  
thank you for your time and consideration  
Pete Reseter



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

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## Repar--comments on home to business and business to home issue

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repar@saw.net <repar@saw.net>

Wed, May 20, 2020 at 3:38 PM

To: Stevenson <citycouncil@ci.stevenson.wa.us>, Leana Kinley <leana@ci.stevenson.wa.us>, Ben Shumaker <ben@ci.stevenson.wa.us>

Dear Stevenson City Council, City Administrator Kinley, and City Planner Shumaker,

I attended the Planning commission meeting where this was discussed and where members of the public had input on the issue of whether the City should control what happens to the businesses that operate in homes and what happens if a business stops (for whatever reason) and the building becomes a home; the discussion turned on the fact that we have businesses that again become homes once a business leaves the building. We can also have homes that become businesses--which in the age of pandemics may become the norm as people work more from home and should be considered.

Frankly, I don't think the City should control what happens to houses that become businesses, and businesses that are housed in a home that become a home again. For one thing, the City doesn't control what businesses come to fruition and which ones do not. So, why should the City control what happens once a business fails or leaves, or if a business opens in a home? Businesses come and go in our community. That has happened for the last 30 years that I have lived here.

IF the City wants to control the housing stock, that is another thing. More houses could become available for actual housing and not businesses then. BUT, that is the larger issue of whether multiple rentals owned by only a few individuals in our community are a good or bad thing for a community in which housing stock is at a premium. (I have spoken at the Planning Commission meetings on this issue.)

I believe there are legal aspects to how much control a City can have over this issue. That is something to be addressed by your counsel. The other issue, and one more pertinent I believe, is why would the City want to control this. If a business is housed in a home, then at least we have a business in town. If a business home again becomes a house, then we have a house in which humans live. Win-Win.

Stevenson has always been a City that does not seem to have an overall identity. It's a place where real people work, live, and play. And, trying to push it in a direction that reeks of too much interference from local government may not be the path that leads to anything good. We have the Stevenson Downtown Plan which can give a broad overview of where the City wants to go, but trying to control the minutia of how to get to a community identity is not the way to go. We are not a recreation park that needs control.

Sincerely,

Mary Repar  
50561 WA-14  
P.O. Box 103  
Stevenson, WA 98648

tel: (360) 726-7052



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

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## moratorium, Ordinance 2020-1157 or the ZON202001 Amendment

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**Donna Schumacher** <donnaaschumacher@gmail.com>  
To: leana@ci.stevenson.wa.us

Thu, May 21, 2020 at 9:08 AM

To the elected officials of the City of Stevenson,

I'm against Ordinance 2020-1157, I strongly believe there was not enough notice by the city to take away rights of downtown property owners.

The moratorium should not be extended and existing downtown residential houses should be allowed flexibility to be used the way the market dictates.

It seems to me we have done enough studies on downtown in the last 20 years. One of these studies, even picked out colors that I should paint my building.

Now this new dream study is showing my property on Leavens st. being a creative development center whatever that is supposed to mean.

As someone renting out these store fronts, I'm confused about all this pent up demand for commercial space.

The only new commercial building to be built was the welfare office building.

Do the right thing city council and vote against this Ordinance.

Thank you,  
Harry Schumacher



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

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## SFDD moratorium

1 message

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**Sikora Photography** <sikoraphotography@yahoo.com>  
Reply-To: Sikora Photography <info@sikoraphotography.com>  
To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

Wed, May 20, 2020 at 10:25 PM

Dear Leana,

As a resident of Stevenson, I oppose the extension of the Single Family Detached Dwelling (SFDD) moratorium renewal Ordinance 2020-1157 by the Stevenson City Council and any consideration of the proposed ZON2020-01 Amendment by the Stevenson Planning Commission. Until such time as an urgent need be established and full public comment pursuant to current Washington State Public Meeting Act General Guidance parameters for open public comment can be met these issues should be tabled.

Thank You,  
Thomas Sikora

Thomas Sikora • 503.866.2645 • [www.sikoraphotography.com](http://www.sikoraphotography.com)



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

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## Single Family Detached Dwelling

1 message

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**Susan Storie** <sstorie@aol.com>

Thu, May 21, 2020 at 8:42 AM

Reply-To: Susan Storie <sstorie@aol.com>

To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

As a property owner in the downtown commercial zone, I am against the moratorium on SFDD and that it should not be extended.

**Susan Carroll Storie**

phone 503.502.5304

e-mail: [sstorie@aol.com](mailto:sstorie@aol.com)





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

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## moratorium on construction of new Single-Family Detached Dwellings

1 message

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**Brian M** <alkasazi@gmail.com>

Wed, May 20, 2020 at 10:51 PM

To: leana@ci.stevenson.wa.us

I am a downtown property owner whose property rights will be negatively affected by the continuation of the moratorium on construction of new Single-Family Detached Dwellings (SFDD). I do not feel the moratorium was necessary to the success of downtown Stevenson. I do not feel I was properly notified while the moratorium was initially under consideration or enacted. I request the moratorium be allowed to expire permanently on May 17, 2020. I also request that the ZON2020-01 Amendment be taken off the Planning Commission agenda until such time as an urgent need be identified. I request written notice of any further meetings or actions pursuant to the moratorium or the ZON2020-01 Amendment be sent to me by US Postal Service mail via Skamania County Treasurer taxpayer addresses.”

Brian Massey  
75 1st Street  
PO Box 473  
Stevenson WA 98648  
503.577.5085  
[alkasazi@gmail.com](mailto:alkasazi@gmail.com)



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

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## SFDD

1 message

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**Mike Jones** <jonesy72@live.com>

Thu, May 21, 2020 at 8:24 AM

To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

Before I purchased my home in downtown Stevenson in 2016 I consulted city hall and checked the local zoning laws to make sure my investment was sound. I was assured that there was no agenda or plans in place that might effect my personal or financial commitment based on the information given at that time. The STDD moratorium and zoning changes are a slap in the face to everyone who is vested and has actually has made financial commitments downtown. Get [Outlook for Android](#)



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

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**(no subject)**

1 message

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**Juli Miller** <milljam@gmail.com>  
To: leana@ci.stevenson.wa.us

Wed, May 20, 2020 at 9:11 PM

I am not in support of SSFD. PUBLIC INPUT IS NEEDED,!  
Thank you, Julie Miller

Sent from my iPad



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

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## Do not renew

1 message

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**Betty Reaney** <reaneyj@embarqmail.com>  
To: leana@ci.stevenson.wa.us

Wed, May 20, 2020 at 9:07 PM

Dear sirs:

This is not the time to be taking action when residents cannot gather to discuss issues publicly. I do not support the Single Family Detached Dwelling (SFDD) moratorium renewal Ordinance 2020-1157 or ZON2020-01.

The proposed restrictions would be taking rights away from long-time property owners in the downtown area. Unacceptable.

John and Betty Reaney

450 Spruce St

Stevenson, WA, 98648



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

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## moratorium on construction of new Single-Family Detached Dwellings

1 message

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**Rocio Marquez** <roccomarquez@gmail.com>

Wed, May 20, 2020 at 10:54 PM

To: leana@ci.stevenson.wa.us

Leana,

I am a downtown property owner whose property rights will be negatively affected by the continuation of the moratorium on construction of new Single-Family Detached Dwellings (SFDD). I do not feel the moratorium was necessary to the success of downtown Stevenson. I do not feel I was properly notified while the moratorium was initially under consideration or enacted. I request the moratorium be allowed to expire permanently on May 17, 2020. I also request that the ZON2020-01 Amendment be taken off the Planning Commission agenda until such time as an urgent need be identified. I request written notice of any further meetings or actions pursuant to the moratorium or the ZON2020-01 Amendment be sent to me by US Postal Service mail via Skamania County Treasurer taxpayer addresses."

Rocio Marquez  
[308 NW Vancouver Ave](#)  
PO Box 473  
Stevenson WA 98648  
503.577.7317  
[roccomarquez@gmail.com](mailto:roccomarquez@gmail.com)



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

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## SFDD

1 message

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**Mike Jones** <jonesy72@live.com>

Wed, May 20, 2020 at 6:29 PM

To: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

My friends,

You may not own a downtown residential property or business. Some of you may not read the Skamania Pioneer (see attachment below). Your elected City officials are making officious decisions without due public and stakeholder comment. None of these current elected officials (who ran unopposed) do either. They need to know your feelings about how this town can live and grow sustainably in keeping with our rural roots. Please send this to other residents who may not know, as we did not, what audacious actions the current city government are taking to enact in their their vision of a "Plan for SUCCESS" for Stevenson. You know this town better than them. Do you want a Hood River or Portland here? Is it even a possibility? We need a dose of reality here in Stevenson as we face a serious downturn in our economy due to Covid-19. You can support me/us by sending a simple comment that you do not support the Single Family Detached Dwelling (SFDD) moratorium renewal Ordinance 2020-1157 or ZON2020-01 to

Dear Leana,

As a resident of Stevenson, I oppose the extension of the Single Family Detached Dwelling (SFDD) moratorium renewal Ordinance 2020-1157 by the Stevenson City Council and any consideration of the proposed ZON2020-01 Amendment by the Stevenson Planning Commission. Until such time as an urgent need be established and full public comment pursuant to current Washington State Public Meeting Act General Guidance parameters for open public comment can be met these issues should be tabled.

Thank You,

Michael Jones

Get [Outlook for Android](#)



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

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## Hope it makes it...

1 message

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**Meg Gittins** <meg@megsmobile.com>  
To: leana@ci.stevenson.wa.us

Thu, May 21, 2020 at 1:59 PM

Hello,

I am writing to express my concerns regarding the Zoning Code Amendment ZON2020-1157. The underhanded way in which the entire zoning code was processed seems suspect. None of the public, or any of the property owners, residents were consulted.

I like the rural way our businesses are combined with SFDD. I do not want our downtown area looking like a strip mall. I don't understand why you want to punish those residents who have rentals in the commercial district by not allowing them to revert back to a SFDD once they housed a business.

I agree with both Mr. VanPelt and Mary Repars comments.

I have disagreed with many of the Planning Commissions decisions, such as forcing the poor couple who took over the burnt down structure on Russell to build a 3 plex. It looked SO much nicer as a burnt out house for several years.

Currently there are several rentals where the parking issue is not enforced ( 2 off street parking spots for each unit.) making residential streets flooded with parked cars.

In fact parking in general is not ever addressed, has anyone tried to park near the Post Office on a busy day?

My main point though is that the ZON1157 Code was slid by in an underhanded way, and does not promote income for the city and punishes long term homeowners.

Shame on you.

**PLEASE INCLUDE THIS IN THE PACKET AND RECORD OF THE MEETING**

*Meg Gittins*  
360-601-8114



**Megs Mobile Notary**

Background Screened  
360-601-8114

**Serving both Oregon and Washington States**

Counties of Hood River, Multnomah, Wasco, Klickitat, Skamania, and Clark



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

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## Fwd: MOSS Announces Micro Loan Program

1 message

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**Matthew Knudsen** <matthew.knudsen@ci.stevenson.wa.us>  
To: Leana Kinley <leana@ci.stevenson.wa.us>

Thu, May 21, 2020 at 6:55 AM

Morning, Leana.

I would request this be included in the public comment section of the packet, please. With so much going on, a non-political, non-negative, non-budget piece of news would be great for the community.

Thank you.

----- Forwarded message -----

From: **Pat Rice** <[improvingskamaniamail@gmail.com](mailto:improvingskamaniamail@gmail.com)>  
Date: Mon, May 18, 2020 at 9:34 AM  
Subject: MOSS Announces Micro Loan Program  
To:

#####For Immediate Release#####

Contact person: Pat Rice - 360-281-3406

The Musicians of Stevenson & Skamania (MOSS) has been approved by the Washington state Division of Consumer Services to begin offering micro loans to Skamania County residents in need.

MOSS spokesperson Matthew Knudsen said that the new loan fund is possible because of donations made by two local residents who provided the seed money. Knudsen said, "*While our loan funds are somewhat limited at this time, we know that a lot of Skamania County residents are suffering financially because of the COVID-19 fall out. So whether someone is needing help to fix a muffler, replace a washing machine, or some other sudden event, MOSS is here to help.*"

Knudsen added that loans would be interest free for a short period of time and after that have only a 3 percent interest rate.

For more information about the loan program contact MOSS treasurer Pat Rice by email at [pat@moss-skamania.org](mailto:pat@moss-skamania.org) or phone at 360-281-3406.

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**Matthew Knudsen**

City Council Member, Seat #5 | City of Stevenson, Washington

PO Box 371 | Stevenson, WA | 98648-0371

503-730-3827





# COVID-19 RESPONSE

MAY 21, 2020 UPDATE TO COUNCIL

# Skamania Co. in Phase 2

Phase 2 approved on May 11, 2020 allows:

- Dine-in restaurants and taverns at 50%, tables no larger than 5
- In-store retail
- Personal services
- New Construction
- Outdoor recreation

Potential timeline for future phases:

- Phase 3 (potentially June 1 at the earliest)
- Phase 4 (three weeks later at the earliest)

WASHINGTON'S PHASED APPROACH Reopening Business and Modifying Physical Distancing Measures				
	1 Phase 1	2 Phase 2	3 Phase 3	4 Phase 4
<b>High-Risk Populations*</b>	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Resume public interactions, with physical distancing
<b>Recreation</b>	Some outdoor recreation (hunting, fishing, golf, boating, hiking)	All outdoor recreation involving fewer than 5 people outside your household (camping, beaches, etc.)	- Outdoor group rec. sports activities (5-50 people) - Recreational facilities at <50% capacity (public pools, etc.)	Resume all recreational activity
<b>Gatherings (social, spiritual)</b>	- None - Drive in spiritual service with one household per vehicle	Gather with no more than 5 people outside your household per week	Allow gatherings with no more than 50 people	Allow gatherings with >50 people
<b>Travel</b>	Only essential travel	Limited non-essential travel within proximity of your home	Resume non-essential travel	Continue non-essential travel
<b>Business/Employers</b>	- Essential businesses open - Existing construction that meet agreed upon criteria - Landscaping - Automobile sales - Retail (curb-side pick-up orders only) - Car washes - Pet walkers	- Remaining manufacturing - New construction - In-home/domestic services (nannies, housecleaning, etc.) - Retail (in-store purchases allowed with restrictions) - Real estate - Professional services/office-based businesses (telework remains strongly encouraged) - Hair and nail salons/Barbers - Housecleaning - Restaurants <50% capacity table size no larger than 5	- Restaurants <75% capacity/ table size no larger than 10 - Bars at <25% capacity - Indoor gyms at <50% capacity - Movie theaters at <50% capacity - Government (telework remains strongly encouraged) - Libraries - Museums - All other business activities not yet listed except for nightclubs and events with greater than 50 people	- Nightclubs - Concert venues - Large sporting events - Resume unrestricted staffing of worksites, but continue to practice physical distancing and good hygiene

# OPERATIONAL CHANGES



## EMERGENCY OPS

Operations continuing.  
Stock of PPE prepared.  
Isolation options secured.  
Regular communications.



## CITY HALL

Open for business.  
Closed to the public.  
Teleworking where needed.  
Moved up 2018/19 audit.  
Started Facebook page.



## PUBLIC WORKS

Continued Russell Project.  
Began Water Meter Project.  
One-person per vehicle.  
Distancing protocols in place.



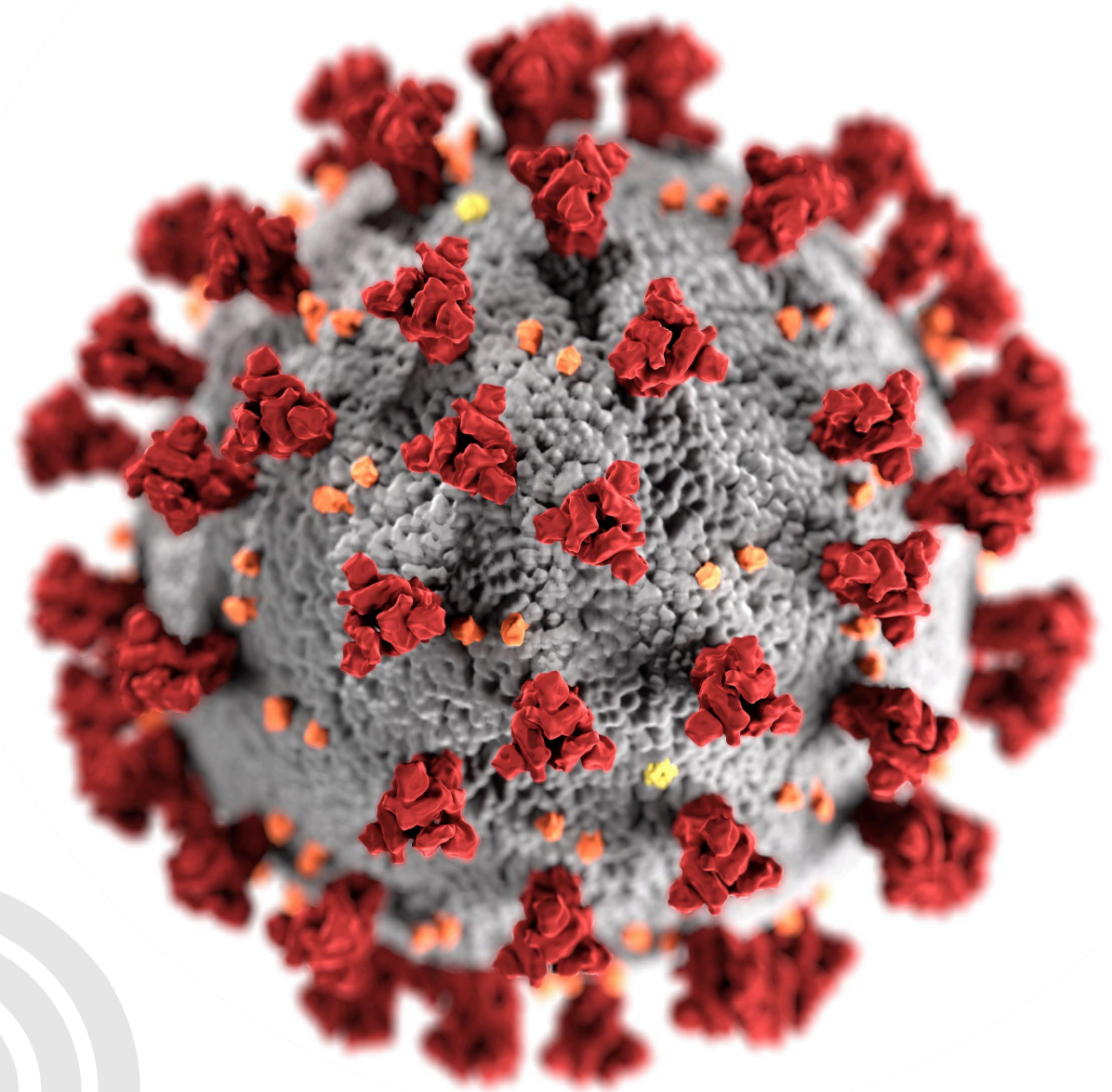
## COUNCIL

Remote Meetings.  
Set-up Zoom Connection.  
Established YouTube Channel.  
Modified Public Comments.  
Provided 6 months relief on utility collections.

# CARES ACT FUNDING

City to receive \$48,600 and can pay for:

- Community support
  - Providing \$5k of PPE for local businesses through Chamber.
- Unbudgeted staff time related to response
- Unbudgeted PPE purchases related to response
- Facilitating compliance
  - Teleworking set-up
  - Remote meeting set-up
- Public Safety measures (ex. Plexiglass screening at City Hall)



# FINANCIAL ACTIONS

## MEASURES ALREADY TAKEN

- Cancelled Janitorial Services (prior to COVID-19) (\$3k General)
- Delayed New Copier (General)
- No Striping (\$5k Street)
- No Sidewalk Grinding (\$5k Street)
- No Kanaka Creek Bridge Repair (\$20k Street)
- Operations Contract Reduction (\$70k WW)
- Reduced Solids Hauling (\$80k WW)
- Reduced Insurance costs (prior to COVID-19) (\$39k all)

- General Fund Revenue Loss \$73k
- Street Fund Revenue Loss \$73k
- Tourism Fund Revenue Loss \$137k
- Water Revenue Loss \$65k
- Wastewater Revenue Loss \$87k

## PROJECTED REVENUE IMPACTS

# COST ALLOCATION OPTION



## FINANCE COST ALLOCATION

### Includes:

- Financial & Records
- Central Services/City Hall
- Legislative Cost Allocation

**Allocated to:** Streets, Tourism, Water, Wastewater, and Equipment Services

**Based on:** Number of transactions



## LEGISLATIVE COST ALLOCATION

### Includes:

- Legislative
- Executive
- Legal

**Allocated to:** Finance Allocation, Streets, Tourism, Water, Wastewater, and Equipment Services

**Based on:** Agenda items

April 27, 2020

Governor Jay Inslee  
Office of the Governor

Dear Governor Inslee:

Washington's cities and towns appreciate your support and leadership during this unprecedented public health emergency. Needless to say, this crisis has impacted every city and town in Washington in some form. Cities and towns are our communities' first responders and first line of defense to help keep everyone safe and protect public health.

Like the state, all cities and towns are experiencing extraordinary increased costs in responding to the emergency for things like overtime pay, personal protective equipment, quarantine housing, and remote work technology. Additionally, like the state, cities and towns are experiencing dramatically decreased revenues and are expecting further declines due to the extreme impact this emergency is having on our economy.

We understand that the state is facing similar fiscal challenges in responding to and recovering from this emergency. We are all watching our budgets closely and adjusting as guided by new information and projections. We were grateful to see that the Coronavirus Relief Fund (CRF) in the federal CARES Act provided much-needed funding relief to state and local governments; however, that direct funding relief was limited to jurisdictions over 500,000 in population, which means that 280 of Washington's 281 cities and towns were left out.

We are coming together to ask you to help all of our state's cities and towns by providing funding relief to cover the costs of responding to the public health emergency using the state's portion of the CARES Act Coronavirus Relief Fund as soon as possible.

With a strong continued partnership between the state and cities, Washington can emerge from this stronger than ever.

We are all in this together.

Sincerely,



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## Comment to add to next month's packet

1 message

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**Matthew Knudsen** <matthew.knudsen@ci.stevenson.wa.us>  
To: Leana Kinley <leana@ci.stevenson.wa.us>

Thu, Apr 16, 2020 at 6:37 PM

I would like to add an official comment to the May 2020 record, please, as the document felt rushed by and I did not feel I had the opportunity to properly discuss this during the April meeting.

I am quite dismayed the mayor chose to move forward and sign the 'Residential Construction Non-Essential Determination' letter to the Governor, especially before discussing with council before attaching our city to this.

I find it quite inappropriate for the mayor to consider he and others know better than the Governor and his team who are leading our State. Additionally, if individuals continue to ask for exemption after exemption, it defeats the purpose of the Stay At Home orders.

This is a difficult time for all individuals, and so many of us are being impacted in some fashion. It would be great for various exemptions. However, I see this inappropriate to the nature of the State orders, inappropriate to the safety of the public, and while it has good intentions it is ultimately an arrogant move.

I am highly disappointed yet again in the mayor's choices.

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**Matthew Knudsen**

**City Council Member, Seat #5 | City of Stevenson, Washington**

**PO Box 371 | Stevenson, WA | 98648-0371**

**503-730-3827**





# *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: Waiving of Fees for Outdoor Dining  
Meeting Date: May 21, 2020

## **Executive Summary:**

The City approved a license agreement with Big River Grill for use of Walnut Park for outdoor dining. There are also Right of Way permits for outdoor dining that may be used or modified as a way to extend dining services to comply with the state guidelines for Phase 2 reopening in response to COVID-19. Restaurants are struggling from the impact of COVID-19 on their businesses and this is one thing the city can do to help.

## **Overview of Items:**

Big River Grill was closed temporarily and is now operating for take-out service only. They may open for dining service and would like to continue to use Walnut Park. The current agreement is for five months at \$500 per month. If waived the impact would be a loss of \$2,500 in revenue to the city.

El Rio Texicantina and Red Bluff Tap House have all applied for a Right of Way permit in the past for a sidewalk café. While they work on evaluating whether or not to open for dining service, the City can increase flexibility for outdoor seating to increase the number of tables available. Options include extending the sidewalk café service by blocking off one or two parking spots along Hwy 14 to allow for additional sidewalk seating and room for pedestrian access along the sidewalk. The fee for a ROW permit is \$25.

## **Action Needed:**

Approve waiving of Park Use licensing fees for Big River Grill for 2020.

Approve waiving Right of Way permit fees for Sidewalk Cafes, the blocking off of no more than two parking spaces for such use, and temporary street furniture to maintain ADA access and separation from the vehicle traveling path for businesses to increase their usable space until December 31, 2020.



# 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: Stevenson City Council  
From: Karl Russell, Public Works Director and Leana Kinley, City Administrator  
RE: Sewer Plant Update  
Meeting Date: May 21st, 2020

## **Executive Summary:**

This is an overview of items staff has been working on over the past month in line with the direction council gave to staff.

## **Overview of Items:**

**Plant Operations:** Through networking with the Department of Ecology, we have been put in contact with an individual that deciphers the microbiology of biosolids. He was willing to take a look at our biosolids and give his opinion on what may be causing the lack of settling we are experiencing. Samples were mailed off on 5/13. We hope to have the results of his opinion during the week of 5/18- 5/22. I have added the monthly influent flow totals to this report in the BOD load section for your reference.

The plant continues to see marked improvement with the side streaming efforts of Backwoods Brewing, Walking Man and LDB, Inc. Walking Man has decided to temporarily halt brewing operations. They will evaluate whether to continue brewing in Stevenson, or arrange for some other option either off-site or contracted going forward.

The average monthly Influent BOD load has been:

### **2018**

- January 675 lbs/day – No Effluent Violations
- February 1,793 lbs/day – No Effluent Violations
- March 1,099 lbs/day – BOD and TSS Effluent Violations
- April 991 lbs/day – BOD and TSS Effluent Violations
- May 1,265 lbs/day – BOD and TSS Effluent Violations
- June 1,124 lbs/day – No Effluent Violations
- July 920 lbs/day – Low pH Violation (one day)
- August 1,113 lbs/day – No Effluent Violations
- September 1,439 lbs/day – Low pH Violation (one day)
- October 1,072 lbs/day – No Effluent Violations
- November 1,032 lbs/day – No Effluent Violations
- December 807 lbs/day – No Effluent Violations

### **2019**

- January 776 lbs/day – Solids washout from clarifiers on 29<sup>th</sup> and 30<sup>th</sup>, TSS and BOD Effluent Violations
- February 749 lbs/day – Solids washout from clarifiers on the 18<sup>th</sup>.
- March 803 lbs/day – Solids washout from clarifiers on March 13<sup>th</sup>, TSS Effluent Violation

- April 589 lbs/day – Solids washout from clarifiers on April 1<sup>st</sup>
- May 1,067 lbs/day – No Effluent Violations
- June 897 lbs/day – No Effluent Violations
- July 785 lbs/day – No Effluent Violations
- August 833 lbs/day – No Effluent Violations
- September 720 lbs/day – No Effluent Violations
- October 810 lbs/day – No Effluent Violations
- November 620 lbs/day – No Effluent Violations
- December 588 lbs/day- No Effluent Violations

2020

- January 417 lbs/day- No Effluent Violations
- February 270 lbs/day- No Influent/Effluent Violations Inf Flow Total 7.532 Mil/Gal.
- March 324 Lbs/day No Influent/Effluent Violations Inf Flow Total 4.223 Mil/Gal.
- April 389 Lbs/day No Influent/Effluent Violations, Inf Flow Total 3.852 Mil/Gal.

The current permit limit for Influent is 612 lbs/day and the current upgrades in the adopted General Sewer Plan call for a design max monthly BOD loading of 1,611 lbs/day.

WWTP Design:

Final design of the WWTP will be delivered to D.O.E. in June of this year. D.O.E has 60 days to review and approve the design. We are currently at 50% design. 50% design for the Rock Creek Lift Station will be completed by the end of this month.

Funding:

Both applications for USDA and EDA for the lift station project are moving forward. The EDA application is in the final review process at the state level. Once complete it will move on to DC and we should have an answer in July. The total project amount is \$5,068,000 and 80% would be covered by the grant and the remaining 20% will be covered by a USDA loan. The city received and signed off on the Letter of Conditions (enclosed) to obligate the funds. There is a one-year timeline to meet the conditions, including final acceptance of the loan and bond document approval by council.

Compliance:

The draft amendment to the Administrative Order is still in process. When it is finalized it will require additional testing.

The contracts with Significant Industrial Users are still in process. They have been reviewed and approved by Ecology. The contract with Backwoods is on the agenda for council approval.

Action Needed:

None



Rural Development

April 16, 2020

Yakima Area Office

1606 Perry Street,  
Suite D; Yakima, WA  
98902-5798

Voice 509.367-8570  
Fax (855) 847-5491

City of Stevenson  
7121 East Loop  
Stevenson, WA 98648

Project Name: Wastewater project 2020

Loan: \$873,000 Grant: \$70,600

Dear Mayor Scott Anderson,

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the United States of America, acting through the United States Department of Agriculture, Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 3 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"  
Form RD 1940-1, "Request for Obligation of Funds"

The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be provided to you for your signature. After you sign and return the form to the Agency, the request will be processed, and loan funds will be approved and obligated.

You may make extra copies of this letter for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov).

USDA is an equal opportunity provider and employer and lender.  
Esta institución es un proveedor de servicios con igualdad de oportunidades

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

The funding conditions are as follows:

## **SECTION I - PROJECT DETAIL**

### 1. **Project Description** – Funds will be used to complete the following:

- Replacement of the rock Creek, Kanaka, Cascade and Fairgrounds Pump Stations. Improvements to the pump stations include conversion to duplex submersible configuration, the addition of dedicated on-site standby power, and new controls and telemetry integrated with a new SCADA system at the WWTP.
- Increased sewer pipe size leading to the Rock Creek Pump Station.
- Provide flood protection to the City of Stevenson’s wastewater treatment plant. Flood protection improvements include, stop-log gates at the pump building doors and raise the top of the in-plant pump-station. General upgrades include replacement of the existing dedicated on-site standby generator and SCADA system. The upgraded pump stations will be integrated with the new SCADA system. Other improvement discussed, but not budgeted include, new lab/operations building and new aerations building, a new aeration building, adding check and gate valves, and using portable pumps to bail water from the storm system when inundated.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

### 2. **Project Funding** – The Agency is offering the following funding for your project:

Agency Loan -	\$873,000
Agency Grant-	\$ 70,600

This offer is based upon the following additional funding being obtained.

Applicant Contribution -	\$100,000
Skamania Co. EDA Disaster Supplement	\$4,054,400
DWSRF/DOE funding	\$185,000

TOTAL PROJECT COST -	\$5,283,000
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This funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant

change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions. This evidence will include a commitment letter by the applicant. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>	<b><u>Total Budgeted:</u></b>
Construction	\$2,007,000
Construction site work	\$ 231,000
Contingency	\$ 828,000
Engineering Inspection	\$ 419,000
Interest - Interim	\$ 15,000
Engineering Planning & Design	\$ 524,000
Equipment	\$1,244,000
Bond Counsel	\$ 15,000
 TOTAL	 \$5,283,000

Obligated loan funds not needed to complete the proposed project will be de-obligated prior to start of construction. An amended letter of conditions will be issued for any changes to the total project budget.

## **SECTION II – LOAN TERMS**

4. **Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equally amortized annual installments, beginning 12 months after closing. For planning purposes, use a 1.375% interest rate and an amortization factor of 32.67, which provides for an annual payment of \$28,521. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup> day of the month will be avoided. The 28<sup>th</sup> is the due date when loans are closed on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup>.

5. **Security** – The loan will be secured by a Revenue bond with a 1<sup>st</sup> position lien position in the amount of \$873,000.00. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained RUS Bulletin 1780-27, "Loan Resolution." A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing.

A Grant agreement in the amount of \$70,600 is required. Grant conditions are contained in RUS Bulletin 1780-12.

6. **Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.
7. **Construction Completion Timeframe** - All projects must be completed, and all funds disbursed within Five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.
8. **Disbursement of Agency Funds** - Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest-bearing accounts.]
9. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:
- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$237.68 per month; this amount should be deposited monthly until a total of \$28,521.00 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
  - b. **Short-Lived Asset Reserve** –In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$21,779 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility’s short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

### **SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

10. **Pre-Design Report Requirements**- A Pre-design Report must be presented to RD for review and approval prior to the development of the P&S. USDA will evaluate the project in accordance with 1780.44(e) (Actions Prior to loan/grant closing or start of construction) (Excess RUS loan & grant funds). If the updated project costs prove otherwise, USDA will reevaluate and de-obligate any excessive grant funds.
11. **Environmental Requirements** – The following environmental mitigation measures must be followed:

All filling of land must utilize only clean fill. During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be



contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.

Site specific Stormwater Pollution Prevention plans shall be developed for each site as described in the Checklist. Such plans shall comply with the City of Stevenson Engineering Standards and the National Pollutant Discharge Elimination System permit requirements for projects of this size. Re-vegetation of disturbed areas is necessary to reduce wind and water erosion, and the propagation of weeds. All undeveloped disturbed areas shall be reseeded and landscaped as proposed.

Construction dust shall not become a nuisance to neighboring or down-wind properties; dust control shall comply with all applicable standards of the Southwest Washington Clean Air Agency (SWCAA), especially SWCAA 400-040.

Construction shall occur within the hours of 7:00am and 10:00pm and according to the other noise control standards of SMC 8.08.

In areas where excavation will exceed the depth of fill materials (Shovel Test 3 in the area of the treatment plant and Shovel Test 5, the fairgrounds pump station as shown in fig. 3 of the CRS report) an archaeological monitor will be required to be on site during the excavation.

Based on the cultural resource survey and report, the likelihood of encountering significant archaeological resources within the project is limited, however an Unanticipated Discovery Plan should be developed for this project prior to initiation of construction. If during operations any pre-contact cultural resources are found all ground disturbing activity near the find(s) should be halted and the State Environmental Coordinator, (Paul Johnson, 360.704.7761) and the State Archaeologist (Dr. Rob Whitlam 360.890.2615) of the Department of Archaeology and Historic Preservation will be notified immediately. If human remains are found, the Skamania County Coroner and local law enforcement will be notified immediately.

12. **Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

### **Contract Documents, Final Plans, and Specifications**

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require

another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
13. **Legal Services** – You are required to execute a legal services agreement with your attorney and bond counsel for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.
  14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:
    - a. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
    - b. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
  15. **System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.
    - a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

16. **Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.
17. **Interim Financing** – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.
18. **Construction Account** – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

19. **System Users** – This letter of conditions is based upon your indication at application that there will be at least 450 residential users, 106 non-residential users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

20. **Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions. This evidence will include a copy of the commitment letter from each source.
21. **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

22. **Permits** – The owner as the responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.
23. **American Iron & Steel Act (AIS)** – This requirement applies to any Iron and

Steel product to be incorporated into the project.

- (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—
  - (a) applying the requirement would be inconsistent with the public interest;
  - (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

24. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

25. **Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

#### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

26. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer’s evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. **Cost Overruns.** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds.** If bids are lower than anticipated at time of obligation, excess funds must be de-obligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be de-obligated. Excess funds do not include contingency funds as described in this letter.

27. **Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

28. **Final Rights-of-Way** – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

Final Title Work - Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, “Final Title Opinion” may be used.

Final Title Work - Immediately after closing or prior to the start of construction, whichever comes first, a Title Insurance Policy must be provided for all existing real property related to the facility, now owned and to be acquired for this project.

29. **Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be

allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers’ Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, “Position Fidelity Schedule Bond,” or similar format may be used.
- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

30. **Initial Compliance Review** – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

Interim financing is being used. Loan closing will occur near the end of construction when interim funds are about to be completely disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing. In addition, the following items are required prior to closing:

31. **Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.
- a. **System for Award Management.** You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.
- To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).
- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator.** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

32. **Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.
33. **Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.



- 34. Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.
- 35. Change Orders** – Prior Agency concurrence is required for all Change Orders.
- 36. Payments** – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner’s written concurrence.
- 37. Use of Remaining Funds** – If funding should change from this date forward funding will be expended as follows: Applicant contribution will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:
- a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same.
  - b. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.
- 38. Technical, Managerial and Financial Capacity** - It is required that members of the City Council and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.
- 39. Reporting Requirements Related to Expenditure of Funds**
- a. **Financial Audit**– An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.
- All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed

Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

- b Reporting Subawards and Executive Compensation** – You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and [www.frs.gov](http://www.frs.gov). Your Agency processing office can provide more information.

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

40. **Prepayment and Extra Payments** – Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower with no penalty. Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

*Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest be applied to the principal. Partial prepayment shall not affect the obligation of the borrower to pay the remaining installments as scheduled.*

41. **Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.
42. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.
43. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with

generally accepted accounting principles (GAAP) and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. **Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
44. **Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

45. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.
46. **Insurance**. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.
47. **Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
  - b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
  - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
  - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 *et seq.*) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand

English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

48. **Compliance Reviews and Data Collection** – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Marti Canatsey at 509-367-8570 or by e-mail at [marlene.canatsey@wa.usda.gov](mailto:marlene.canatsey@wa.usda.gov)

Sincerely,

Marti Canatsey  
Community Programs Specialist  
cc: Peter McMillin, Community Programs Director



# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** May 21<sup>st</sup>, 2020  
**SUBJECT:** Toliver Subdivision—Preliminary Plat Review

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### **Introduction**

The Planning Commission has reviewed the preliminary plat proposal for the Toliver Subdivision and recommended approval subject to 14 conditions. The subdivision proposes 4 lots for residential uses and reserves a 5<sup>th</sup> lot for future development.

At this stage, the record for the preliminary plat review is closed for substantive review or amendments. The City Council must rely on the Planning Commission's recommendation and the records of the Planning Commission's public hearing. If the Council is unsatisfied with the recommendation or any part thereof, it must schedule a public hearing to reopen the substantive review record.

### **Action Requested**

In its review at this meeting, the City Council is asked to take one of two actions:

- A. Concur in the Planning Commission's recommendation and summarily approve the preliminary plat proposal, or
- B. Reject the Planning Commission's recommendation and schedule a public hearing to consider the proposal.

### **Recommendation**

The attachment to this memo includes the Planning Commission recommendation of approval. That recommendation is attached to a staff-prepared document outlining the Council's review. It also includes several of its own attachments outlining the proposal and justifying its findings, conclusions and conditions.

Staff is prepared for in-meeting discussion about the City Council's review process for this proposal.

Prepared by,

Ben Shumaker  
Community Development Director

Attachment

- Draft City Council Concurrence

**BEFORE THE CITY OF STEVENSON, WASHINGTON  
PLANNING COMMISSION**

Regarding a request by CNA Property Management, LLC. )	
"Proponent" for Preliminary Plat approval to subdivide )	PLANNING
approximately 9.92 acres into 4 single family residential )	COMMISSION
lots and reserving an additional lot for future development.)	RECOMMENDATION
The subject property is not yet addressed, located east of )	APRIL 13 <sup>th</sup> , 2020
Ryan Allen Road in the Suburban Residential (SR) zone, )	
at Tax Parcel 02-07-02-1-0-0102-00 in the NW 1/4 of the )	
NE 1/4 of Section 2, T.2N, R7 E.W.M in the City of )	
Stevenson, Skamania County, Washington )	

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**PROPOSAL:** The applicant proposed the division of ~9.92 acres into 4 single-family residential lots served by City water, private septic, a new public street with a temporary hammerhead turnaround, and a large lot reserved for future development. The site is in the SR Suburban Residential zoning district.

**LOCATION:** Tax Parcel 02-07-02-1-0-0102-00. The site has no address and is along the east side of Ryan Allen Road between Foster Creek Road and Red Bluff Road.

**PROPONENT:** CNA Property Management, LLC  
Brett Johnson  
PO Box 721  
Stevenson, WA 98648

**KEY ISSUES:** Stormwater, Streets, Water, Geotechnical

**CIVIL ENGINEERING STORMWATER:** Pioneer Surveying & Engineering, Inc.  
400 East Evergreen Boulevard, Suite 114  
Goldendale, WA 98620

**GEOTECHNICAL:** GeoPacific Engineering, Inc.  
2008 C Street  
Vancouver, WA 98663

**CITY STAFF:** Ben Shumaker  
Planning Director

Karl Russell  
Public Works Director

Tim Shell, PE, Consulting Engineer  
Wallis Engineering, Inc.  
215 West 4<sup>th</sup> Street, Suite 200  
Vancouver, WA 98660

## BACKGROUND

The property is located along the east side of Ryan Allen Road between its intersection with Foster Creek Road and Red Bluff Road. The subject property had been acquired and left vacant as part of a large family estate. Now under separate ownership, this parcel was acquired by CNA Property Management LLC in 2019.

Traversing the property along its northern boundary is Hollstrom Road, a pre-standard roadway providing access to 2 other lots formerly included within the estate and to a municipal well. Ryan Allen Road adjacent to the site exists within a 60-foot right-of-way and is improved with 2-travel lanes and minimal road shoulder and ditchlines. A city water main is present within Hollstrom Road and along the subject property's western boundary with Ryan Allen Road. The nearest sewer to the property is located upgrade ~1,000 feet from the property's northeastern boundary and downslope ~2,000 feet from the property's southern boundary.

The property contains soils with high erosion potential and contains areas identified in the Stevenson Critical Areas Map as having potentially unstable slopes exceeding 25% and suspected landslide areas. A geotechnical engineering report has been prepared for the property. The City's critical areas maps and a site walk through did not identify any wetlands or streams on or near the site.

Utilities and amenities proposed for the site include use of the public waterline in Hollstrom Road, underground electrical service lines along Hollstrom Road, stormwater conveyance channels, and on-site septic systems. Hollstrom Road is proposed to continue through the site and a temporary hammerhead turn-around is proposed.

The provisions of Stevenson Municipal Code (SMC) titles 16 (Subdivisions), 17 (Zoning), 18 (Environmental Protection) and the City of Stevenson Engineering Standards for Public Works Construction will serve as the standards of review for this proposal.

## STANDARDS, FINDINGS AND CONCLUSIONS

### **SMC 16 SUBDIVISIONS**

Title 16 of the Stevenson Municipal Code is separated into two articles. Article I is contained within SMC 16.02, applies to divisions of land into four (4) lots or fewer, and does not apply to this proposal. Regulations for divisions of land into five (5) or more lots begin with SMC 16.14 and continue through SMC 16.44. The criteria listed below in black ink include all imperative sections directed toward the review procedures and design requirements of preliminary plat proposals. The criteria listed in lighter, blue ink include all discretionary considerations related to preliminary plat proposals.

### **SMC CH. 16.14 GENERAL PROVISIONS**

CRITERION §16.14.005 ~~§16.14.010~~ [These sections are advisory in nature and do not require findings and conclusions as part of this review.]

CRITERION §16.14.015 INTERPRETATION OF PROVISIONS "It shall be the duty of the planning commission and administrator to interpret the provisions of this title in such a way as to carry out the intent of the comprehensive plan prepared by the planning commission and adopted by the city council."

FINDING(S): a. The planning commission has considered this proposal as it relates to the regulations of SMC 16 and the comprehensive plan at the public hearing held on 4/13/2020.



CONCLUSIONS OF LAW: This project will comply with SMC 16.14.015 without conditions.

CRITERION §16.14.020 COMPLIANCE REQUIRED... “Every subdivision of land within the incorporated area of the city shall proceed in compliance with this article. [Land divided as a short subdivision within five years immediately preceding may be resubdivided pursuant to this article.](#)”

FINDING(S): a. The planning commission has considered this proposal for compliance with Article II of SMC 16 at the public hearing held on 4/13/2020.  
b. The land within the proposed subdivision has not been involved in a short subdivision within the preceding 5 years.

CONCLUSIONS OF LAW: This project will comply with SMC 16.14.020 upon satisfaction of the conditions contained herein.

CRITERION §16.14.030 EXEMPTIONS... “The provisions of this article shall not apply to:  
A. Any division of land not containing a dedication, in which the smallest lot created by the division exceeds ten acres;  
B. Any cemetery or burial plat, while used for that purpose;  
C. Any division of land made by testamentary provisions, the laws of descent, or upon court order.”

FINDING(S): a. The proposal does not qualify for an exemption under this section.

CONCLUSIONS OF LAW: This project will comply with SMC 16.14.030 upon satisfaction of the conditions contained herein.

### **SMC CH. 16.16 DEFINITIONS**

CRITERION §16.16.010-§16.16.230 [These sections are advisory in nature and do not require findings and conclusions as part of this review.]

### **SMC CH. 16.18 PRELIMINARY PROCEDURES**

CRITERION §16.18.010 NOTIFICATION FORM—SUBMITTAL “Any person intending to subdivide land in the incorporated area of the city shall obtain a notification form from the administrator. The completed form shall then be submitted to the administrator.”

FINDING(S): a. The proponents obtained forms through the City website and submitted a complete application on 3/11/2020.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.010 without conditions.

CRITERION §16.18.020 PRELIMINARY CONFERENCE “[When the administrator deems it necessary a conference may be called between the subdivider or his agent and appropriate officials involved with plat approval, prior to submission of preliminary plat.](#)”

FINDING(S): a. The subdivider, surveyor, and civil engineer met with the administrator and the City Public Works Director on 10/23/2019.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.020 without conditions.

CRITERION §16.18.025 SITE EVALUATION—CRITICAL AREAS “Prior to preparation of preliminary plans for a proposed subdivision and prior to site disturbing activities, the applicant shall meet with the administrator

to assess whether the proposed development site includes one or more critical areas such as a wetland, water body, sensitive habitat area or geological hazard area as identified, classified and protected by city ordinance. [A joint visit to the site may be necessary.](#) If the administrator determines that a critical area is present or likely to be impacted by a proposed development, the applicant shall first complete a critical areas application, review and report, with appropriate protective measures identified, prior to preparation of preliminary development plans. The intent of this section is to minimize design conflicts, unnecessary costs and misunderstandings that could arise later. The applicant will be able to proceed with greater certainty about the physical limitations of a particular site.

- FINDING(S):
- a. The proponents first met with staff in 5/2019 regarding the property development. Through that meeting and a series of emails, phone calls, and meetings, the administrator determined the presence of a critical area (Geologic Hazard Area).
  - b. The proponent submitted a "Preliminary Geotechnical Engineering Report and Infiltration Test Results" for the property providing an analysis, conclusion, and recommendations for future development.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.025 upon satisfaction of condition 1, below.

CONDITIONS:

1. **Prior to the start of construction** the applicant shall obtain a critical areas permit to ensure all proposed construction is consistent with SMC 18.13 - Critical Areas and Natural Resource Lands.

CRITERION §16.18.030 PRELIMINARY RESPONSIBILITIES AND INQUIRIES

"A. Prior to submission of a preliminary plat it shall be the responsibility of the subdivider to inquire to the district health officer in order to ascertain whether larger lot sizes than those called for in this article (see Chapter 16.30, Design Standards) are recommended.

[B. The district health officer may require percolation tests or other similar tests. The district health officer's agency may require a fee for this service.](#)

C. If larger lots are recommended, the district health officer shall forward a statement in writing to the subdivider and a copy to the administrator to this effect and specify the lot sizes, reasons, and conditions for the recommendation."

- FINDING(S):
- a. The district health officer has reviewed the proposal, its intent to connect to City water and use of on-site septic systems and states the following:

out and did the review, things dry out and then can dig those test pits, provide me with that. Typically my site evaluation needs to are these lots on public water? If not, on subdivisions prior to approval."

"I have a Land Division Septic application for a 4 lot short plat. I went but it was so wet on the lower lots I told Mr. Johnson we should let see what it looks like. If he plans to add a 5th lot, he an updated map and I will coordinate with him on be completed before final plat approval. As for water, we do require the wells to be drilled

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.030 upon satisfaction of condition 2, below.

CONDITIONS:

2. **Prior to final plat approval** the applicant shall coordinate with the district health officer to obtain all necessary certifications and approvals from that department.

CRITERION §16.18.040 PRELIMINARY PLAT—SUBMITTAL, ACCEPTANCE AND DISTRIBUTION OF COPIES "A. Preliminary plats are

to be submitted to the administrator. When the administrator determines that the items required by the preliminary plat standards of this article have been presented he shall accept the plat for review by the planning commission and date the receipt of the plat.

B. If these items have not been presented the administrator shall inform the subdivider of the omissions.

C. If larger lots are recommended, the district health officer shall forward a statement in writing to the subdivider and a copy to the administrator to this effect and specify the lot sizes, reasons and conditions for the recommendation.

FINDING(S): a. The preliminary plat proposal was submitted and determined complete on 3/23/2020.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.040 without conditions.

CRITERION §16.18.050 PRELIMINARY PLAT—FEES "A. Upon acceptance of the preliminary plat by the administrator, the subdivider shall pay an application fee and any applicable outside consultant review fees to the city in the amount as established and adjusted from time to time by city council resolution.

B. Fees are not refundable."

FINDING(S): a. The proponents paid an application fee equal to \$1,500 plus \$75 per proposed lot and a deposit for outside consultant review fees.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.050 upon satisfaction of condition 3, below.

CONDITIONS:

**3. Prior to Final Plat approval** the proponent shall reimburse the City for any outside consultant review fees incurred which are over and above the deposit submitted. In a case where the outside consultant review fees are less than the deposit, the funds will be released to the subdivider.

CRITERION §16.18.060 PRELIMINARY PLAT—HEARING—HELD WHEN "Upon receipt of a preliminary plat and payment of fees to the clerk-treasurer, the administrator shall set a date for public hearing before the planning commission."

FINDING(S): a. The administrator set the date for the public hearing at the 4/2020 regular Planning Commission meeting.

b. A pandemic flu (COVID-19) required this hearing to be held remotely where both telephonic and video participation were enabled.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.060 without conditions.

CRITERION §16.18.070 PRELIMINARY PLAT—HEARING—NOTICE "The administrator shall give notice of the public hearing as follows:

A. By arranging for publication of notice of the hearing in the official city newspaper, to appear at least ten days prior to the hearing date;

B. By arranging for the posting of two copies of a notice of the hearing at conspicuous places on the boundaries of the proposed subdivision;

C. To the public utilities whose services are contemplated for use in the proposed subdivision.

D. To the state Department of Highways, or its successor, if the proposed subdivision is adjacent to the right-of-way of any state highway;

E. To the state Department of Ecology, or its successor, if the proposed subdivision lies within a flood control zone designated pursuant to RCW Chapter 86.16.

- FINDING(S):
- a. The administrator arranged publication of notice in the *Skamania County Pioneer* on 3/25/2020 and 4/1/2020.
  - b. The administrator arranged posting of two notices on power poles at the proposals boundaries on 4/2/2020.
  - c. The administrator notified Skamania County Public Utility District #1 and the Stevenson Public Works Department of the proposal on 3/25/2020 and 2/21/2020, respectively. No other public utilities are proposed.
  - d. The proposed subdivision is not adjacent to a state highway right-of-way.
  - e. The proposed subdivision does not lie within a flood control zone.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.070 without conditions.

CRITERION §16.18.080 PRELIMINARY PLAT—DISTRIBUTION OF COPIES “The administrator shall promptly forward copies of the preliminary plat to the public works director, public utility district, district health officer and other relevant agencies.”

- FINDING(S): a. The findings made under SMC 16.18.070 are also relevant under this criterion.

CONCLUSIONS OF LAW: This project will comply with SMC 16.18.080 without conditions.

### **SMC CH. 16.20 PRELIMINARY PLAT HEARINGS AND APPROVAL**

CRITERION §16.20.010 SCOPE AND CONTINUANCE “At the public hearing the planning commission shall consider all relevant evidence to determine whether to recommend that the preliminary plat be approved or disapproved by the council. **Any hearing may be continued at the discretion of the commission, within the time limits allowed by law.**”

- FINDING(S): a. The Planning Commission considered relevant evidence and public testimony and made a recommendation of approval to the City Council at a public hearing on 4/13/2020.

CONCLUSIONS OF LAW: The Planning Commission is recommending the Council approve this preliminary plat subject to the conditions contained herein.

CRITERION §16.20.020 RECOMMENDATIONS BY AGENCIES “The administrator, public works director, the district health officer, the public utility district and any other appropriate official shall certify to the planning commission their respective recommendations as to the specific adequacy of the proposed road system, sewage disposal and water supply systems, utility systems and fire protection facilities within the subdivision. **Additionally, they may make recommendations affecting public health, safety and general welfare in regards to the proposed subdivision.** The recommendations of the administrator, the public works director, the district health officer and the public utility district shall be attached to the commission’s report for transmittal to the council.”

- FINDING(S):
- a. The administrator, public works director, district health officer, and public utility district have been given the opportunity to provide recommendations on the proposal.
  - b. Reports and recommendations from the City Consulting Engineer (on behalf of the Public Works Director), the public utility district and district health officer are attached

hereto.

CONCLUSIONS OF LAW: This project will comply with SMC 16.20.020 upon satisfaction of the conditions contained herein.

CRITERION §16.20.030 FACILITY AND IMPROVEMENT CONSIDERATIONS "The planning commission shall determine whether the proposal includes appropriate provisions for drainage, roads, alleys and other public ways, water supplies, sanitary wastes, parks, playgrounds, fire protection facilities, school sites and grounds and other public and private facilities and improvements."

FINDING(S): a. Findings related to drainage, roads, alleys and other public ways, water supplies, sanitary wastes, fire protection facilities and other public and private facilities and improvements are included in detail below.  
b. The Planning Commission has reviewed the proposal's lack of provision for parks, playgrounds, and school sites and grounds and finds it appropriate.

CONCLUSIONS OF LAW: This project will comply with SMC 16.20.030 upon satisfaction of the conditions contained herein.

CRITERION §16.20.040 HEARING RECORDS—INSPECTION BY PUBLIC "The administrator is responsible for keeping records of the planning commission hearings on preliminary plats. These records shall be open to public inspections."

FINDING(S): a. Records of the planning commission hearing have been produced and are available for public inspection at City Hall during regular business hours.  
b. Outside of regular business hours, public inspection can be made available if the preliminary plat approval is recorded with the Skamania County Auditor.

CONCLUSIONS OF LAW: This project will comply with SMC 16.20.040 without conditions.

CRITERION §16.20.050 REPORT TO BOARD AFTER HEARING [Findings and Conclusions related to this criterion will be considered by the City Council after action is taken by the Planning Commission.]

CRITERION §16.20.060 DISAPPROVAL—RESUBMITTAL—ADDITIONAL FEE "A preliminary plat disapproved by the planning commission may be revised and resubmitted to the administrator. If the amount of lots has increased, an additional fee shall be required."

FINDING(S): a. This provision is not relevant at this time.

CONCLUSIONS OF LAW: This project will comply with SMC 16.20.060 upon satisfaction of the conditions contained herein.

**SMC CH. 16.22 BOARD ACTION** [Findings and Conclusions related to the criteria in this chapter will be considered by the City Council after action is taken by the Planning Commission.]

**SMC CH. 16.24 PRELIMINARY PLAT APPROVAL**

CRITERION §16.24.010 EFFECT OF APPROVAL [Findings and Conclusions related to this criterion will be considered by the City Council after action is taken by the Planning Commission.]

CRITERION §16.24.020 EXPIRATION OF APPROVAL—FORFEITURE OF FEES "Preliminary plat approval shall be effective for two years from date of approval by the council. If, during this period a final plat is not filed

with the administrator, the preliminary plat shall be null and void. Fees paid to the clerk-treasurer shall be forfeited.”

FINDING(S): a. Through the Revised Code of Washington (RCW) section 58.17.140(3), the State of Washington has adopted specific timelines for the expiration of approved preliminary plats which supersede the City’s standard in this criterion.

CONCLUSIONS OF LAW: This project will comply with RCW 58.17.140(3) upon satisfaction of condition 5, below.

CONDITIONS:

**5. Prior to Final Plat approval** a final plat satisfying the conditions of this approval shall be submitted to the council for approval within five (5) years of the date of preliminary plat approval or such other timeline as may be adopted by the State of Washington in RCW 58.17.140.

CRITERIA §16.24.030 APPROVAL NOT TO AUTHORIZE FURTHER DIVISIONS OR TRANSFERS [This section is advisory in nature and does not require findings and conclusions as part of this review.]

**SMC CH. 16.26 FINAL PLAT APPROVAL**

CRITERION §16.26.010 FILING OF FINAL PLAT—TIME LIMIT “At any time within two years following the council’s approval of a preliminary plat the subdivider shall file the original and five copies of a proposed final plat with the administrator.”

FINDING(S): a. Through the Revised Code of Washington (RCW) section 58.17.140(3), the State of Washington has adopted specific timelines for the expiration of approved preliminary plats which supersede the City’s standard in this criterion.

CONCLUSIONS OF LAW: This project will comply with RCW 58.17.140(3) upon satisfaction of condition 5, above.

CRITERIA §16.26.020 & §16.26.070 [Findings and Conclusions related to these criteria are not relevant to preliminary plat reviews.]

**SMC CH. 16.28 DEDICATIONS**

CRITERION §16.28.010 INDICATION ON PLATS “All dedications of land shall be clearly and precisely indicated on plats.”

FINDING(S):

- a. The proponents are proposing dedication of right-of-way for Hollstrom Road along the north line of this property.
- b. During final engineering review, there is a possibility that other areas may be identified which would require dedication.
- c. The proposed dedication and dedication language are clearly and precisely indicated on the preliminary plat.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.010 upon satisfaction of condition 6, below.

CONDITIONS:

**6. Prior to Final Plat approval** all dedications of easements, public rights-of-way and tracts shall be clearly and precisely indicated on plats, and the final plat shall conform to SMC 16.36.050(F) regarding the expected language necessary to dedicate land.

CRITERION §16.28.020 REQUIRED DEDICATION PROVISIONS “No plat shall be approved unless adequate provision

is made in the subdivision for such drainageways, roads, alleys, easements, sidewalks, parks, playgrounds, sites for schools, schoolgrounds, and other general purposes as may be required to protect the public health, safety and welfare.”

- FINDING(S):
- a. The proponents are proposing dedication of right-of-way for Hollstrom Road along the north line of this property.
  - b. During final engineering review, there is a possibility that other areas may be identified which would require dedication.
  - c. The proposed dedication and dedication language are clearly and precisely indicated on the preliminary plat.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.020 upon satisfaction of condition 6, above.

CRITERION \$16.28.030 PROTECTIVE IMPROVEMENTS—DEDICATION REQUIRED “Protective improvements, and easements to maintain such improvements shall be dedicated.”

- FINDING(S):
- a. The proponents have submitted a Geotechnical Engineering Report which does not recommend protective improvements.
  - b. During final engineering review, there is a possibility that protective improvements may be deemed necessary, especially in relation to the stormwater management program of the site.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.030 upon satisfaction of condition 7, below.

CONDITIONS:

- 7. Prior to Final Plat approval** geotechnical review shall occur to determine whether protective improvements are recommended based on the improvements of the subdivision.

CRITERION \$16.28.040 PRIVATE ROADS—LANDOWNER RESPONSIBILITY “A. The council, after considering the public work director’s recommendations, will determine if a private road may be platted, and if an easement is required.

B. The construction, maintenance and snow removal of private roads are the responsibility of the landowner or a homeowners’ association and the city is in no way obligated until the roads meet city standards and are accepted by the city.”

- FINDING(S):
- a. No private roads are proposed as part of this preliminary plat.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.040 without conditions.

CRITERION \$16.28.050 LOT ACCESS REQUIRED “Convenient access to every lot shall be provided by a dedicated road.”

- FINDING(S):
- a. All lots propose access from Hollstrom Road, which is proposed for dedication and intersects with Ryan Allen Road, a dedicated road.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.050 without conditions.

CRITERION \$16.28.060 PUBLIC WATER ACCESS REQUIREMENTS “A. Subdivision plats containing land adjacent to publicly owned or controlled bodies of water shall provide dedication of access to such bodies of water. The standards of this access shall be commensurate to its use and character. The access shall extend to the low water mark.

B. In addition, it may be required that a pedestrian easement of fifteen feet maximum width, bordering along and placed above the high water mark, be dedicated if the council determines that public use and interest will be served thereby.”

FINDING(S): a. The proposal is not adjacent to publicly owned or controlled bodies of water.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.060 without conditions.

CRITERION \$16.28.070 CONVEYANCE TO CORPORATION REQUIREMENTS

“A. Land dedicated in a subdivision for protective improvements, drainageways, roads, alleys, sidewalks, parks, playgrounds, recreational, community or other general purpose may be conveyed to a homeowners' association or similar corporations if the council determines that public interest will be served thereby.”

B. A subdivider who wishes to make such a conveyance shall at least two weeks prior to filing a final plat with the administrator supply the council and the administrator with copies of the grantee organization articles of incorporation and bylaws, and with evidence of the conveyance or a binding commitment to convey. The articles of incorporation shall provide that membership in the organization shall be appurtenant to ownership of land in the subdivision; that the corporation is empowered to assess such land for costs of construction and maintenance of the improvements and property owned by the corporation; and that such assessments shall be a lien upon the land. The council may impose such other conditions as it deems appropriate to assure that property and improvements owned by the corporation will be adequately constructed and maintained.”

FINDING(S): a. No lands other than the public street are proposed for dedication in this preliminary plat.  
b. During final engineering review, there is a possibility that additional lands could be subject to the dedication and/or conveyance provisions of this criterion.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.070 upon satisfaction of conditions 7-8, below.

CONDITIONS:

- 8. Prior to filing for Final Plat approval** the proponent shall supply the City with copies of any Homeowner’s Association articles of incorporation and bylaws prepared for this subdivision which involve conveyance areas contemplated in SMC 16.28.070.
- 9. Prior to Final Plat approval** the ownership and associated maintenance responsibility for any areas contemplated in SMC 16.28.070 shall be clearly identified on the final plat.

CRITERION \$16.28.080 ACQUISITION BY PUBLIC AGENCY REQUIREMENTS

“A. Any public agency with power to acquire land by condemnation or otherwise for public uses may at any time prior to final approval of a preliminary plat by the council notify the council and the subdivider of its intention to acquire some or all of the land in a proposed subdivision for public uses.

B. In the event the land is not dedicated for such public uses, the public agency may request that the council require the reservation of such land for a stated period of years following the council's approval of the final plat, during which the agency may acquire the land.

C. If the council finds that the public health, safety or general welfare will be served thereby, the council may require as a condition precedent to approval of the final plat, that such land or such part of it as the council deems appropriate be designated on the plat as reserved land and that for the period requested or such shorter period as the council deems sufficient the reserved land not be developed for uses other than the contemplated public use.



D. A public agency may accelerate the expiration date of a reservation period by filing written notice of its intention to abandon its right to acquire the reserved land with the county auditor.”

FINDING(S): a. No public agency with power to acquire land has notified the City of an intention to acquire land within this subdivision.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.080 without conditions.

CRITERION §16.28.090 RESERVED LAND DEVELOPMENT “A. The subdivider may indicate on the plat that if the reserved land is not acquired for public uses, it shall be subdivided, and, if the subdivider does so, the plat shall show the configuration and dimensions of proposed lots, blocks, roads, easements and like features in the reserved area.

B. No building permit, septic tank permit or other development permit shall be issued for improvements on reserved land during the period of reservation except as expressly authorized by the council at the time of final plat approval.

C. If the public agency has not acquired or commenced proceedings to acquire reserved land within the period set by the council, the subdivider or the subdivider's successors may develop land lying within the reserved area in conformity with the plat if a request to do so is made to and granted by the council.

D. No improvements shall be made on this reserved land until adequate surety for development thereon has been provided to the council.

E. If the public agency has not acquired or commenced proceedings to acquire reserved land within the period set by the council and the reserved land has not been platted as herein provided, the subdivider shall apply for subdivision on an original basis.”

FINDING(S): a. No public agency with power to acquire land has notified the City of an intention to acquire land within this subdivision.

CONCLUSIONS OF LAW: This project will comply with SMC 16.28.090 without conditions.

### **SMC CH. 16.30 DESIGN STANDARDS**

CRITERION §16.30.010 DESIGN STANDARDS “All roads, bridges, drains, culverts, sidewalks, curbs, storm sewers, fire protection systems, and related structures or devices shall be constructed in accordance with standards currently in effect at the time of construction. These standards shall be those contained in this article or those promulgated by the council or may be other than a city standard if approved by the city.”

FINDING(S): a. The City has adopted the City of Stevenson Engineering Standards for Public Works Construction (SES) as the standard of review for the improvements discussed in this criterion. The Public Works Department and City Engineer have reviewed the preliminary plat proposal for compliance with the SES.  
b. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.  
c. The discussion, conclusions and recommendations of the Consulting Engineer’s Report are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.010 upon satisfaction of conditions 10.1 through 10.15, below.

CONDITIONS:

**10. Prior to Final Plat approval** the proponent shall satisfy all conditions of approval identified in the Consulting Engineer’s Report. To wit:

- 10.1. Site development shall follow the recommendations provided in the Preliminary Geotechnical Engineering Report, prepared by GeoPacific Engineering, Inc., dated August 28, 2013. Homeowner maintenance measures recommended in the Geotechnical Engineering Reports shall be provided on the face of the plat or included with covenants that run with the lot.
- 10.2. The design and construction of water connections, streets, streetlights, stormwater drainage systems, and site grading and erosion control plans shall be in accordance with the City of Stevenson Engineering and Construction Standards
- 10.3. Right-of-way shall be dedicated along the property's frontage on Ryan Allen Road as necessary for a 30'-wide half-width right-of-way. Additional right-of-way shall be dedicated at the intersection of Hollstrom Road to accommodate the curb return.
- 10.4. The developer shall enter into an agreement to participate in the design and construction of a future project to improve Ryan Allen Road. The amount of required participation shall be proportional to the frontage that Lot 1 has on Ryan Allen Road.
- 10.5. Street improvements shall be constructed along the development's frontage along Hollstrom Road. The half-street improvements shall include a minimum paved width of 20' on a 40'-right-of-way dedication with a curb and gutter and streetlights. Storm drainage improvements shall be stubbed beyond the north edge of pavement to facilitate future connection when the north portion of the street is widened in the future.
- 10.6. A temporary turnaround shall be provided as shown in the preliminary subdivision submittal, except that a rolled curb shall be constructed along the entrance to the turnaround area. Signs shall be placed along the turnaround showing parking is prohibited.
- 10.7. Sight distance shall be evaluated at the intersection of Ryan Allen Road and Hollstrom Road in accordance with the City of Stevenson Engineering Standards. Any found deficiencies shall be mitigated.
- 10.8. A note shall be placed on the face of the plat stating that no lot shall be allowed to have driveway access directly onto Ryan Allen Road.
- 10.9. A 20-foot wide sanitary sewer easement across the south boundary of Lots 1-4 shall be granted to the City of Stevenson for construction of a future sewer to serve the lots. The easement shall extend to the east boundary of the development for future extension.
- 10.10. A note shall be placed on the face of the plat stating that all lots shall connect to a public sewer system when it becomes available and pay sewer connection fees applicable at the time of connection.
- 10.11. All stormwater management shall be provided on site of the development. A stormwater engineering report shall be provided meeting the requirements of the most current Puget Sound Stormwater Manual, as amended by the Skamania County Stormwater Control Ordinance, Section 13.25.220 A Quantity Control, dated January 26, 1994, or the latest edition, including any technical memorandum provided by the County that amends or clarifies the applicable sections of the ordinance.
- 10.12. The stormwater report shall address stormwater conveyance from the channel to the north of the development.
- 10.13. All stormwater facilities located onsite shall be privately owned and maintained. The Final Plat shall clearly identify all necessary easements for the facilities, the owners of each facility, who is responsible for maintaining the facilities, and reference an appropriate document which identifies the frequency and scope of maintenance to be completed.
- 10.14. Easements providing the City of Stevenson access to all onsite private stormwater facilities shall be noted on the Final Plat allowing access and confirmation of ongoing maintenance of the facilities.
- 10.15. A Construction Stormwater General Permit shall be obtained from Washington

Department of Ecology for the grading of the site as necessary. A copy of the permit shall be provided to the City prior to the Pre-Construction Meeting.

CRITERION §16.30.020 PROTECTIVE IMPROVEMENTS REQUIRED WHEN—DENOTATION ON FINAL PLAT "A. Land on which exist any topographic conditions hazardous to the safety or general welfare of persons or property in or near a proposed subdivision shall not be subdivided unless the construction of protective improvements will eliminate the hazards or unless land subject to the hazard is reserved for uses as will not expose persons or property to the hazards.

B. Protective improvements and restrictions on use shall be clearly noted on the final plat."

FINDING(S): a. The proponents have submitted a Geotechnical Engineering Report which does not recommend protective improvements.  
b. During final engineering review, there is a possibility that protective improvements may be deemed necessary, especially in relation to the stormwater management program of the site.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.020 upon satisfaction of the conditions contained herein.

CRITERION §16.30.030 LOT SIZE AND DIMENSIONS "A. Where water supply is individual wells and individual sewage disposal systems are used, minimum lot size shall be two acres. Lots shall be proportioned to facilitate future subdivisions. Minimum lot width or depth shall be two hundred feet.

B. Where an adequate public water supply and individual sewage disposal systems are used, the minimum lot size shall be twenty thousand square feet. Minimum lot width shall be one hundred feet, and minimum lot depth shall be one hundred twenty feet.

C. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall comply with zoning Ordinance 654 codified in Title 17."

FINDING(S): a. The proponents are proposing connection to the public water system and use of individual sewage disposal systems.  
b. The proposed lot sizes are 20,000 square feet, lot widths exceed 100 feet and lot depths exceed 120 feet.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.030 upon satisfaction of the conditions contained herein.

CRITERION §16.30.040 BLOCKS "Blocks shall be designed as to assure traffic safety and ease of traffic control and circulation. Blocks shall be wide enough to allow for two tiers of lots unless the topography or other factors make this impractical."

FINDING(S): a. The proposed blocks use the corridor of an existing private road intersecting with Ryan Allen Road.  
b. Currently only one street is proposed within the subdivision, however, the lot reserved for future development will ensure the currently proposed street provides blocks wide enough for two tiers of lots.  
c. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.  
d. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.040 upon satisfaction of the conditions contained herein.

CRITERION §16.30.050 REVERSE FRONTAGE LOTS "A. No residential lots shall have road frontage along two opposite boundaries unless topographical features or the need to provide separation of the lots from arterials, railways, commercial activities or industrial activities justify the designing of reverse frontage lots.  
B. Reverse frontage lots shall be designed with an easement at least ten feet wide to be dedicated along the lot lines abutting the traffic arterial, or other disadvantageous use, across which there shall be no right of access for the general public or adjoining property owners."

FINDING(S): a. No reverse frontage lots are proposed in this preliminary plat.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.050 without conditions.

CRITERION §16.30.060 LOT ACCESS "A. Every lot shall be provided with satisfactory access by a public road connecting to an existing public road, or by an easement which is permanent and inseparable from the lot served.  
B. Lots adjacent to a road which has been designated an arterial by the public works director shall be provided with access other than the arterial unless a variance is granted to this requirement.  
C. The plat of a subdivision containing lots adjacent to a designated arterial shall not be approved unless the plat recites a waiver of the right to direct access to the arterial, or a variance is granted to this requirement."

FINDING(S): a. Ryan Allen Road has been designated by the City as a Rural Major Collector.  
b. Hollstrom Road along the subdivision's north boundary is proposed to be dedicated for classification as a new Local street.  
c. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.  
d. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.060 upon satisfaction of the conditions contained herein.

CRITERION §16.30.070 UTILITY EASEMENT "Easement for electric, telephone, water, gas and similar utilities shall be of sufficient width to assure maintenance and to permit future utility installations."

FINDING(S): a. The existing and proposed right-of-ways adjacent to the subdivision are of sufficient width to assure maintenance and future utility installation.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.070 without conditions.

CRITERION §16.30.080 UNDERGROUND UTILITY INSTALLATIONS "In areas designated by the public utility district, underground utility installation is required."

FINDING(S): a. Underground utility lines are proposed as part of this preliminary plat  
b. The public utility district has been consulted on this project and their conclusions are attached hereto and incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.080 without conditions.

CRITERION §16.30.090 DRAINAGE AND STORM SEWER EASEMENTS "Easements for drainage channels and ways shall be of sufficient width to assure that the same may be maintained and improved. Easements for storm sewers shall be provided and shall be of sufficient width and proper location to permit future installation."

- FINDING(S):
- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
  - b. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.090 upon satisfaction of the conditions contained herein.

CRITERION §16.30.100 WATER SUPPLY AND SANITARY SEWER SYSTEMS "A. Where a public water supply is the source of water, potable water shall be provided by the subdivder for each lot within a subdivision.  
B. Where a public sanitary sewer system is installed a connection shall be provided for each lot within a subdivision.  
C. All facilities and devices of water supply and sanitary sewer systems shall meet the standards of the Southwest Washington Health District and any local or state regulations."

- FINDING(S):
- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
  - b. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.100 upon satisfaction of the conditions contained herein.

CRITERION §16.30.120 ROADS "A. All subdivisions shall be served by one or more public roads providing ingress and egress to and from the subdivision at not less than two points unless approved otherwise by the planning commission.  
B. Major roads within every subdivision shall conform with the city comprehensive plan and shall provide for the continuation of major roads which serve property contiguous to the subdivision.  
C. Road intersections shall be as nearly at right angles as is practicable and in no event shall be less than sixty degrees.  
D. Cul-de-sacs shall be designed so as to provide a circular turnaround right-of-way at the closed end which has a minimum radius of forty-five feet.  
E. Road networks shall provide ready access for fire and other emergency vehicles and equipment, and routes of escape for inhabitants.  
F. The road pattern shall conform to the general circulation of the area and provide for future roads and connections.  
G. If topographical features warrant, the public works director may require wider rights-of-way than specified in this article."

- FINDING(S):
- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
  - b. The discussion, conclusions and recommendations of the Consulting Engineer's Report

are incorporated herein by reference.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.120 upon satisfaction of the conditions contained herein.

CRITERION §16.30.140 STREET RIGHT-OF-WAY WIDTHS "A. When an area within a subdivision is set aside for commercial uses or where probable future conditions warrant, the planning commission may require street right-of-way dedication of a greater width than required.

B. The street right-of-way in or along the boundary of a subdivision may be half the required width when it is apparent that the other half will be dedicated from adjacent properties."

FINDING(S):

- a. No area within the subdivision is set aside for commercial uses.
- b. No conditions warrant to require greater street right-of-way widths.
- c. A half street is proposed along the northern boundary of the subdivision where a no ingress/egress easement is located the roadway is expanded to full width in the future.

CONCLUSIONS OF LAW: This project will comply with SMC 16.30.140 without conditions.

### **SMC CH. 16.32 TESTS**

CRITERION §16.32.010 TEST STANDARDS "Tests required by this article shall be in accordance with the standards of the applicable agency performing the tests. Such agency may be the Southwest Washington Health District or a soil and water conservation district.

FINDING(S):

- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
- b. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.
- c. During final engineering review and review by the district health officer, there is a possibility additional testing may be deemed necessary.

CONCLUSIONS OF LAW: This project will comply with SMC 16.32.010 upon satisfaction of condition 12, below.

CONDITIONS:

**11. At any time prior to Final Plat Approval** any tests required shall be performed in accordance with the appropriate standards. Where the City is the agency requiring the tests, the results shall be submitted to the City in accordance with SMC 16.32.030.

CRITERION §16.32.020 TESTS REQUIRED WHEN "The administrator and/or the Southwest Washington Health District may require tests whenever there is a question relating to the suitability of any land for subdivision."

FINDING(S):

- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
- b. The discussion, conclusions and recommendations of the Consulting Engineer's Report are incorporated herein by reference.
- c. During final engineering review and review by the district health officer, there is a possibility additional testing may be deemed necessary.

CONCLUSIONS OF LAW: This project will comply with SMC 16.32.020 upon satisfaction of the conditions contained herein.

CRITERION §16.32.030 SUBMITTAL OF TEST DATA

“Any agency or representative of an agency that conducts tests under this article shall promptly furnish the administrator with complete data and an interpretation of such data.

- FINDING(S):
- a. The City consulting engineers have prepared a report which is attached hereto and recommends 15 conditions associated with their review.
  - b. The discussion, conclusions and recommendations of the Consulting Engineer’s Report are incorporated herein by reference.
  - c. During final engineering review and review by the district health officer, there is a possibility additional testing may be deemed necessary.

CONCLUSIONS OF LAW: This project will comply with SMC 16.32.030 upon satisfaction of t the conditions contained herein.

**SMC CH. 16.34 SURVEY REQUIREMENTS AND STANDARDS**

CRITERION §16.34.010 REQUIRED—STANDARDS—CERTIFICATION

“The survey of every proposed subdivision and the preparation of preliminary and final plats thereof shall be made by or under the supervision of a registered professional land surveyor who shall certify on the plat that it is a true and correct representation of the lands actually surveyed. All surveys shall conform to standard practices and principles for land surveying.”

- FINDING(S):
- a. The preliminary plat has been prepared by Pioneer Surveying and Engineering’s Jesse Garner, a registered professional land surveyor.
  - b. The preliminary plat survey contains the appropriate certifications and conforms to the appropriate practices and principles.
  - c. Review of the final plat expectations under this criterion are not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.010 upon satisfaction of the conditions contained herein.

CRITERION §16.34.020 DATA REQUIRED

“A. At least two weeks prior to submitting a final plat, the surveyor shall furnish the public works director with sufficient survey data and information to clearly show and substantiate the following:

- 1. The ties of each permanent monument;
- 2. At least three durable, distinctive reference points or monuments;
- 3. Sufficient data to determine readily the bearing and length of each line;
- 4. The base meridian referred to.

B. A traverse of the boundaries of the subdivision and all lots and blocks shall close within an error of one foot in five thousand feet.”

- FINDING(S):
- a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.020 upon satisfaction of the conditions contained herein.

CRITERION §16.34.030 SECTION REFERENCE POINTS REQUIRED

“Primary survey control points shall be referenced to section corners and monuments. Corners of adjoining subdivisions or portions thereof shall be identified and ties shown.”

- FINDING(S):
- a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.030 upon satisfaction of the conditions contained herein.

CRITERION §16.34.040 MONUMENT REFERENCE UNDER STATE PLANE COORDINATE SYSTEM "When practical, monuments shall be referenced under the Washington State Plane Coordinate System."

FINDING(S): a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.040 upon satisfaction of the conditions contained herein.

CRITERION §16.34.050 PERMANENT CONTROL MONUMENTS—REQUIRED LOCATIONS—STANDARDS "A. Permanent control monuments shall be established at:

1. All controlling corners on the boundaries of the subdivision;
2. The intersections of centerlines of roads within the subdivision;
3. The beginning and ends of curves on centerlines;
4. All block corners;
5. All meander corners.

B. **Permanent control monuments may be placed on offset lines.** The position and type of every control monument shall be noted on all plats of the subdivision. Permanent control monuments shall be set in two-inch pipe, twenty-four inches long, filled with concrete or shall be constructed on an approved equivalent."

FINDING(S): a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.050 upon satisfaction of the conditions contained herein.

CRITERION §16.34.060 PERMANENT CONTROL MONUMENTS IN ROADS "Permanent control monuments within the streets shall be set after the roads are graded. In the event that a final plat is approved before roads are graded, the surety deposited to secure grading shall be sufficient to pay the costs estimated by the public works director covering such monuments."

FINDING(S): a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.060 upon satisfaction of the conditions contained herein.

CRITERION §16.34.070 LOT CORNER DEMARCATION "Every lot corner shall be marked by a three-fourth-inch diameter by twenty-four-inch long galvanized-iron pipe or approved equivalent driven into the ground."

FINDING(S): a. Review under this criterion is not yet possible.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.070 upon satisfaction of condition 13, below.

CONDITIONS:

**12. Prior to final plat approval** a final plat map shall be prepared according to the standards of SMC 16.34 and the Revised Code of Washington and all permanent control monuments and lot corners shall be established in conformance with SMC 16.34.

CRITERION §16.34.080 PROPERTY CONTIGUOUS TO WATER—DEMARCATION "A. If any land in a subdivision is



contiguous to a body of water, a meander line shall be established along the shore at a safe distance back from the ordinary high water mark. Property lying beyond the meander line shall be defined by distances along the side property lines extended from the meander line.

B. If the thread of a stream lies within a subdivision or forms the boundary of a subdivision such thread shall be defined by bearings and distances as it exists at the time of the survey.”

FINDING(S): a. The land in the proposed subdivision is not contiguous to a body of water or stream.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.080 without conditions.

## **SMC CH. 16.36 PLAT STANDARDS**

### CRITERION §16.36.010 PRELIMINARY PLAT STANDARDS AND SPECIFICATIONS

“A. Every preliminary plat shall

consist of one or more maps, the horizontal scale of which shall be a minimum of one hundred feet to the inch on standard sheets.

B. Plans, profiles and sections of streets and roads to be dedicated as public highways and sewers shall be prepared at convenient scale on standard sheets.”

C. Maps, drawings and written data are to be in such form that when considered together shall clearly and fully disclose the information listed as follows:

1. Proposed subdivision name;
2. The names, addresses and telephone numbers of all persons, firms and corporations holding interests in such land;
3. If a field survey has been made, the name, address, telephone number and seal of the registered land surveyor who made it or under whose supervision it was made;
4. The date of such survey;
5. All existing monuments and markers located by such survey;
6. The boundary lines of the proposed subdivision along with the bearings and lengths of these lines;
7. The boundaries of all blocks and lots within the subdivision together with the numbers proposed to be assigned each lot and block and the bearings and lengths of these lines;
8. The location, names and width of all proposed and existing streets, roads and easements within the proposed subdivision and adjacent thereto;
9. The location, and where ascertainable, sizes of all permanent buildings, wells, watercourses, bodies of water, high and low water marks, all overhead and underground utilities, railroad lines, municipal boundaries, section lines, township lines, and other important features existing upon, over or under the land proposed to be subdivided;
10. Plans of proposed water distribution systems, sewage disposal systems and drainage systems, indicating locations;
11. Contour lines of at least five-foot intervals to show the topography of the land to be subdivided referenced to either the United States Coast and Geodetic Survey datum, county datum or other datum acceptable to the public works director;
12. A layout of proposed streets, alleys, utility easements and parcels proposed to be dedicated or reserved for public or community, school, park, playground or other uses;
13. A sketch of the general vicinity in which the land proposed for subdivision lies, upon which are identified owners of land adjacent to the subdivision, the names of any adjacent subdivisions, section corners and section boundaries;
14. A copy of all restrictive covenants proposed to be imposed upon land within the subdivision;
15. In subdivisions requiring percolation tests, the location of test holes, together with

data regarding percolation rates;  
 16. Indication of minimum lot sizes in acreage or square feet, whichever is more appropriate and the total amount of lots and acreage within the subdivision.

FINDING(S): a. The proponents submitted a preliminary plat in an acceptable form.

CONCLUSIONS OF LAW: This project will comply with SMC 16.34.010 without conditions.

CRITERIA §16.36.020 ~~§16.36.050~~ [Findings and Conclusions related to these criteria are not relevant to preliminary plat reviews.]

**SMC CH. 16.37** ~~**CH. 16.44**~~ [Findings and Conclusions related to the criteria in these chapters are not relevant to this preliminary plat review.]

**SMC 17 ZONING**

Title 17 of the Stevenson Municipal Code regulates the use of land and the permissible density and designs of land uses. The proposal contemplates single-family residential uses with lot sizes ranging of 20,000 square feet and a large lot reserved for future development which is 7.63 acres in size. The criteria listed below are limited to specific sections relevant to this preliminary plat proposal in a SR Suburban Residential District.

**SMC CH. 17.15 RESIDENTIAL DISTRICTS**

CRITERION §17.15.050 RESIDENTIAL DENSITY STANDARDS "A. Density and Lot Size. The maximum density and minimum lot dimensions for Residential Districts are contained in Table 17.15.050-1: Residential Density Standards.

<b>Table 17.15.050-1: Residential Density Standards</b>				
<b>District</b>	<b>Utility Availability</b>	<b>Minimum Lot Area</b>	<b>Minimum Lot Width</b>	<b>Minimum Lot Depth</b>
<b>SR</b>	Water, Sewer	15,000 sf	100 ft	100 ft
	<b>Water, Septic</b>	<b>20,000 sf<sup>1</sup></b>	<b>100 ft</b>	<b>100 ft</b>
	Well, Septic	1 acre <sup>1</sup>	200 ft	200 ft
1- When sewer is unavailable, minimum lot area may be increased based on current health district regulations.				

"

FINDING(S): a. The proposed lot areas and dimensions satisfy the minimum requirements.

CONCLUSIONS OF LAW: This project will comply with SMC 17.15.050 without conditions.

**SMC 18 ENVIRONMENTAL PROTECTION**

Title 18 of the Stevenson Municipal Code is separated into three chapters. Chapter 18.04 provides procedures and regulations based on the State Environmental Policy Act (SEPA). Chapter 18.08 deals with shoreline management and is irrelevant to this request. Chapter 18.13 regulates the use of land that affects critical areas. Both the SEPA procedures and critical areas permitting process are administered by staff. The criteria below are listed generally to reflect the administrative nature of the SEPA threshold determination and the regulatory process for critical areas (geologically hazardous areas).

**SMC CH. 18.04 ENVIRONMENTAL POLICY**

CRITERION §18.04 ARTICLE III CATEGORICAL EXEMPTIONS AND THRESHOLD DETERMINATIONS This article adopts Washington Administrative Code (WAC) sections related to the applicability and review process for projects under

SEPA.

FINDING(S):

- a. The SEPA Responsible Official issued a “mitigated determination of nonsignificance” (MDNS) on 3/25/2020 for City File # SEPA2020-02.
- b. The MDNS contained twelve (12) mitigation measures which the proponents must satisfy to ensure the project will have no probable significant adverse environmental impacts.
- c. The Consulting Engineer’s Report contains an alternate and more appropriate timeline than is contained in mitigation measure 11.
- d. The City received timely comments on the threshold determination from the Department of Ecology requesting additional mitigation measures. The comments are attached hereto and incorporated herein by reference.
- e. The City received timely comments on the threshold determination from the Southwest Washington Clean Air Agency requesting additional mitigation measures. The comments are attached hereto and incorporated herein by reference.

CONCLUSIONS OF LAW:

This project will comply with SMC 18.04 upon satisfaction of mitigation measures adopted in SEPA2020-02 and the comments received, listed below and incorporated herein for convenience as conditions 13.1 through 13.12, 14, and 15, below.

CONDITIONS:

**13. Prior to Final Plat approval** the proponent shall satisfy all conditions of approval identified in the Consulting Engineer’s Report. To wit:

**Erosion Control**

13.1. The project site contains soils identified on the Stevenson Critical Areas Map as having unstable soils presenting a severe erosion potential according to the National Soil Conservation Service’s assessment of soils in Skamania County. Project plans shall comply with the performance standards of SMC 18.13.090(D)(2) and shall comply with the National Pollutant Discharge Elimination System permit requirements for projects of this size.

13.2. Construction dust shall not become a nuisance to neighboring or down-wind properties; dust control shall comply with all applicable standards of the Southwest Washington Clean Air Agency (SWCAA), especially SWCAA 400-040. The proponents shall apply for and obtain all appropriate permits from the SWCAA.

13.3. Re-vegetation of disturbed areas is necessary to reduce wind and water erosion, and the propagation of weeds. All undeveloped disturbed areas shall be reseeded and landscaped prior to issuance of occupancy permits.

**Geologic Hazards**

13.4. Project shall comply with the recommendations of the “Preliminary Geotechnical Engineering Report and Infiltration Test Results” prepared for this property.

**Construction Spills**

13.5. During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.

**Cultural Resources**

13.6. If any item of possible archaeological interest (including human skeletal remains) is discovered on site during construction or site work, all the following steps shall occur:

- a. Stop all work in the immediate area (initially allowing for a 100’ buffer, this number may vary by circumstance) immediately.
- b. Implement reasonable measures to protect the discovery site, including any

appropriate stabilization or covering.

- c. Take reasonable steps to ensure the confidentiality of the discovery site.
- d. Take reasonable steps to restrict access to the site of discovery.
- e. Notify the City, DAHP, and Yakama, Nez Perce, Warm Springs, Umatilla, and

Cowlitz tribes of the discovery.

- f. A stop-work order will be issued.
- g. The approval will be temporarily suspended.
- h. All applicable state and federal permits shall be secured prior to commencement of the activities they regulate and as a condition for resumption of development activities.
- i. Development activities may resume only upon receipt of City approval.
- j. If the discovery includes human skeletal remains, the Skamania County Coroner and local law enforcement shall be notified in the most expeditious manner possible. The County Coroner will assume jurisdiction over the site and the human skeletal remains, and will make a determination of whether they are crime-related. If they are not, DAHP will take jurisdiction over the remains and report them to the appropriate parties. The State Physical Anthropologist will make a determination of whether the remains are Native American and report that finding to the affected parties. DAHP will handle all consultation with the affected parties as to the preservation, excavation, and disposition of the remains.

#### **Noise Abatement & Control**

13.7. Construction shall not occur outside of the hours of 7:00am through 10:00pm.

#### **Stormwater Control**

13.8. Project shall comply with the recommendations of the stormwater analysis prepared for this project and/or any modifications made based on the City Engineer's review of the stormwater analysis.

#### **Toxics Clean Up**

13.9. This property is within a half mile of a known or suspected contaminated site. If contamination is currently known or observed during construction of this project, sampling of the potentially contaminated media must be conducted. If contamination of soil or groundwater is readily visible, or is revealed by sampling, Ecology must be notified. Contact the Environmental Report Tracking System Coordinator at the Southwest Regional Office, (360)407-6300 for assistance and information about subsequent cleanup and to identify the type of testing that will be required.

#### **Transportation**

13.10. This project shall construct improvements and dedicate adequate right-of-way for the new public street proposed within this plat.

13.11. Conceptual level half street engineering plans shall be developed for improvement of Ryan Allen Road adjacent to this site. If the conceptual plans indicate improvements which cannot fit within the existing right-of-way, additional right-of-way shall be dedicated on the plat map.

13.12. This project shall enter into a waiver of protest or similar agreement with the City thereby ensuring all lots agree to participate in the future improvement of Ryan Allen Road. Said agreement will ensure that frontage improvements are added in a logical manner to accommodate the anticipated increase in traffic.

**14. Prior to Final Plat approval** the proponent shall satisfy all requirements of the Department of Ecology in their comment letter on the SEPA threshold determination.

**15. Prior to Final Plat approval** the proponent shall satisfy all requirements of the Southwest Washington Clean Air Agency in their comment letter on the SEPA threshold determination.

### **SMC CH. 18.13 CRITICAL AREAS AND NATURAL RESOURCE LANDS**

CRITERION §18.13.090 GEOLOGICALLY HAZARDOUS AREAS This section provides the submittal criteria and performance

standards for projects in geologically hazardous areas, including potentially unstable slopes that are greater than 25% slope.

- FINDING(S):
- a. The project contains geologically hazardous areas due to the potentially unstable slopes observed on site.
  - b. The proponents submitted a geotechnical engineering report for the project containing several geotechnical recommendations for site development.
  - c. Conditions contained elsewhere herein require additional design and review which should be considered prior to issuance of a Critical Areas Permit for this project.

CONCLUSIONS OF LAW: This project will comply with SMC 18.13 upon satisfaction of the conditions contained herein.

## **PLANNING COMMISSION RECOMMENDATIONS TO CITY COUNCIL**

Having heard public testimony presented at a public hearing, having considered the presentations of staff, outside agencies, and of the applicant, and based on the foregoing Findings of Fact and Conclusions of Law, the Planning Commission hereby recommends City Council approval of the Toliver Subdivision (City File # SUB2020-01), subject to the following conditions:

1. **Prior to the start of construction** the applicant shall obtain a critical areas permit to ensure all proposed construction is consistent with SMC 18.13 - Critical Areas and Natural Resource Lands.
2. **Prior to final plat approval** the applicant shall coordinate with the district health officer to obtain all necessary certifications and approvals from that department.
3. **Prior to Final Plat approval** the proponent shall reimburse the City for any outside consultant review fees incurred which are over and above the deposit submitted. In a case where the outside consultant review fees are less than the deposit, the funds will be released to the subdivider.
4. [Reserved]
5. **Prior to Final Plat approval** a final plat satisfying the conditions of this approval shall be submitted to the council for approval within five (5) years of the date of preliminary plat approval or such other timeline as may be adopted by the State of Washington in RCW 58.17.140.
6. **Prior to Final Plat approval** all dedications of easements, public rights-of-way and tracts shall be clearly and precisely indicated on plats, and the final plat shall conform to SMC 16.36.050(F) regarding the expected language necessary to dedicate land.
7. **Prior to Final Plat approval** geotechnical review shall occur to determine whether protective improvements are recommended based on the improvements of the subdivision.
8. **Prior to filing for Final Plat approval** the proponent shall supply the City with copies of any Homeowner's Association articles of incorporation and bylaws prepared for this subdivision which involve conveyance areas contemplated in SMC 16.28.070.
9. **Prior to Final Plat approval** the ownership and associated maintenance responsibility for any areas contemplated in SMC 16.28.070 shall be clearly identified on the final plat.
10. **Prior to Final Plat approval** the proponent shall satisfy all conditions of approval identified in the Consulting Engineer's Report. To wit:
  - 10.1. Site development shall follow the recommendations provided in the Preliminary

Geotechnical Engineering Report, prepared by GeoPacific Engineering, Inc., dated August 28, 2013. Homeowner maintenance measures recommended in the Geotechnical Engineering Reports shall be provided on the face of the plat or included with covenants that run with the lot.

10.2. The design and construction of water connections, streets, streetlights, stormwater drainage systems, and site grading and erosion control plans shall be in accordance with the City of Stevenson Engineering and Construction Standards

10.3. Right-of-way shall be dedicated along the property's frontage on Ryan Allen Road as necessary for a 30'-wide half-width right-of-way. Additional right-of-way shall be dedicated at the intersection of Hollstrom Road to accommodate the curb return.

10.4. The developer shall enter into an agreement to participate in the design and construction of a future project to improve Ryan Allen Road. The amount of required participation shall be proportional to the frontage that Lot 1 has on Ryan Allen Road.

10.5. Street improvements shall be constructed along the development's frontage along Hollstrom Road. The half-street improvements shall include a minimum paved width of 20' on a 40'-right-of-way dedication with a curb and gutter and streetlights. Storm drainage improvements shall be stubbed beyond the north edge of pavement to facilitate future connection when the north portion of the street is widened in the future.

10.6. A temporary turnaround shall be provided as shown in the preliminary subdivision submittal, except that a rolled curb shall be constructed along the entrance to the turnaround area. Signs shall be placed along the turnaround showing parking is prohibited.

10.7. Sight distance shall be evaluated at the intersection of Ryan Allen Road and Hollstrom Road in accordance with the City of Stevenson Engineering Standards. Any found deficiencies shall be mitigated.

10.8. A note shall be placed on the face of the plat stating that no lot shall be allowed to have driveway access directly onto Ryan Allen Road.

10.9. A 20-foot wide sanitary sewer easement across the south boundary of Lots 1-4 shall be granted to the City of Stevenson for construction of a future sewer to serve the lots. The easement shall extend to the east boundary of the development for future extension.

10.10. A note shall be placed on the face of the plat stating that all lots shall connect to a public sewer system when it becomes available and pay sewer connection fees applicable at the time of connection.

10.11. All stormwater management shall be provided on site of the development. A stormwater engineering report shall be provided meeting the requirements of the most current Puget Sound Stormwater Manual, as amended by the Skamania County Stormwater Control Ordinance, Section 13.25.220 A Quantity Control, dated January 26, 1994, or the latest edition, including any technical memorandum provided by the County that amends or clarifies the applicable sections of the ordinance.

10.12. The stormwater report shall address stormwater conveyance from the channel to the north of the development.

10.13. All stormwater facilities located onsite shall be privately owned and maintained. The Final Plat shall clearly identify all necessary easements for the facilities, the owners of each facility, who is responsible for maintaining the facilities, and reference an appropriate document which identifies the frequency and scope of maintenance to be completed.

10.14. Easements providing the City of Stevenson access to all onsite private stormwater facilities shall be noted on the Final Plat allowing access and confirmation of ongoing maintenance of the facilities.

10.15. A Construction Stormwater General Permit shall be obtained from Washington Department of Ecology for the grading of the site as necessary. A copy of the permit shall be

provided to the City prior to the Pre-Construction Meeting.

11. **At any time prior to Final Plat Approval** any tests required shall be performed in accordance with the appropriate standards. Where the City is the agency requiring the tests, the results shall be submitted to the City in accordance with SMC 16.32.030.
12. **Prior to final plat approval** a final plat map shall be prepared according to the standards of SMC 16.34 and the Revised Code of Washington and all permanent control monuments and lot corners shall be established in conformance with SMC 16.34.
13. **Prior to Final Plat approval** the proponent shall satisfy all conditions of approval identified in the Consulting Engineer's Report. To wit:

**Erosion Control**

13.1. The project site contains soils identified on the Stevenson Critical Areas Map as having unstable soils presenting a severe erosion potential according to the National Soil Conservation Service's assessment of soils in Skamania County. Project plans shall comply with the performance standards of SMC 18.13.090(D)(2) and shall comply with the National Pollutant Discharge Elimination System permit requirements for projects of this size.

13.2. Construction dust shall not become a nuisance to neighboring or down-wind properties; dust control shall comply with all applicable standards of the Southwest Washington Clean Air Agency (SWCAA), especially SWCAA 400-040. The proponents shall apply for and obtain all appropriate permits from the SWCAA.

13.3. Re-vegetation of disturbed areas is necessary to reduce wind and water erosion, and the propagation of weeds. All undeveloped disturbed areas shall be reseeded and landscaped prior to issuance of occupancy permits.

**Geologic Hazards**

13.4. Project shall comply with the recommendations of the "Preliminary Geotechnical Engineering Report and Infiltration Test Results" prepared for this property.

**Construction Spills**

13.5. During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.

**Cultural Resources**

13.6. If any item of possible archaeological interest (including human skeletal remains) is discovered on site during construction or site work, all the following steps shall occur:

- a. Stop all work in the immediate area (initially allowing for a 100' buffer, this number may vary by circumstance) immediately.
- b. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering.
- c. Take reasonable steps to ensure the confidentiality of the discovery site.
- d. Take reasonable steps to restrict access to the site of discovery.
- e. Notify the City, DAHP, and Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes of the discovery.
- f. A stop-work order will be issued.
- g. The approval will be temporarily suspended.
- h. All applicable state and federal permits shall be secured prior to commencement of the activities they regulate and as a condition for resumption of development activities.
- i. Development activities may resume only upon receipt of City approval.
- j. If the discovery includes human skeletal remains, the Skamania County Coroner and local law enforcement shall be notified in the most expeditious manner possible. The County

- a. Stop all work in the immediate area (initially allowing for a 100' buffer, this number may vary by circumstance) immediately.
- b. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering.
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- h. All applicable state and federal permits shall be secured prior to commencement of the activities they regulate and as a condition for resumption of development activities.
- i. Development activities may resume only upon receipt of City approval.
- j. If the discovery includes human skeletal remains, the Skamania County Coroner and local law enforcement shall be notified in the most expeditious manner possible. The County Coroner will assume jurisdiction over the site and the human skeletal remains, and will make a determination of whether they are crime-related. If they are not, DAHP will take jurisdiction over the remains and report them to the appropriate parties. The State Physical Anthropologist will make a determination of whether the remains are Native American and report that finding to the affected parties. DAHP will handle all consultation with the affected parties as to the preservation, excavation, and disposition of the remains.

**Noise Abatement & Control**

13.7. Construction shall not occur outside of the hours of 7:00am through 10:00pm.

**Stormwater Control**

13.8. Project shall comply with the recommendations of the stormwater analysis prepared for this project and/or any modifications made based on the City Engineer's review of the stormwater analysis.

**Toxics Clean Up**

13.9. This property is within a half mile of a known or suspected contaminated site. If contamination is currently known or observed during construction of this project, sampling of the potentially contaminated media must be conducted. If contamination of soil or groundwater is readily visible, or is revealed by sampling, Ecology must be notified. Contact the Environmental Report Tracking System Coordinator at the Southwest Regional Office, (360)407-6300 for assistance and information about subsequent cleanup and to identify the type of testing that will be required.

**Transportation**

13.10. This project shall construct improvements and dedicate adequate right-of-way for the new public street proposed within this plat.

13.11. Conceptual level half street engineering plans shall be developed for improvement of Ryan Allen Road adjacent to this site. If the conceptual plans indicate improvements which cannot fit within the existing right-of-way, additional right-of-way shall be dedicated on the plat map.

13.12. This project shall enter into a waiver of protest or similar agreement with the City thereby ensuring all lots agree to participate in the future improvement of Ryan Allen Road. Said agreement will ensure that frontage improvements are added in a logical manner to accommodate the anticipated increase in traffic.

- 14. **Prior to Final Plat approval** the proponent shall satisfy all requirements of the Department of Ecology in their comment letter on the SEPA threshold determination.
- 15. **Prior to Final Plat approval** the proponent shall satisfy all requirements of the Southwest Washington Clean Air Agency in their comment letter on the SEPA threshold determination.

DATED this 14 day of April, 2020  
 Done in Public Session April 13, 2020

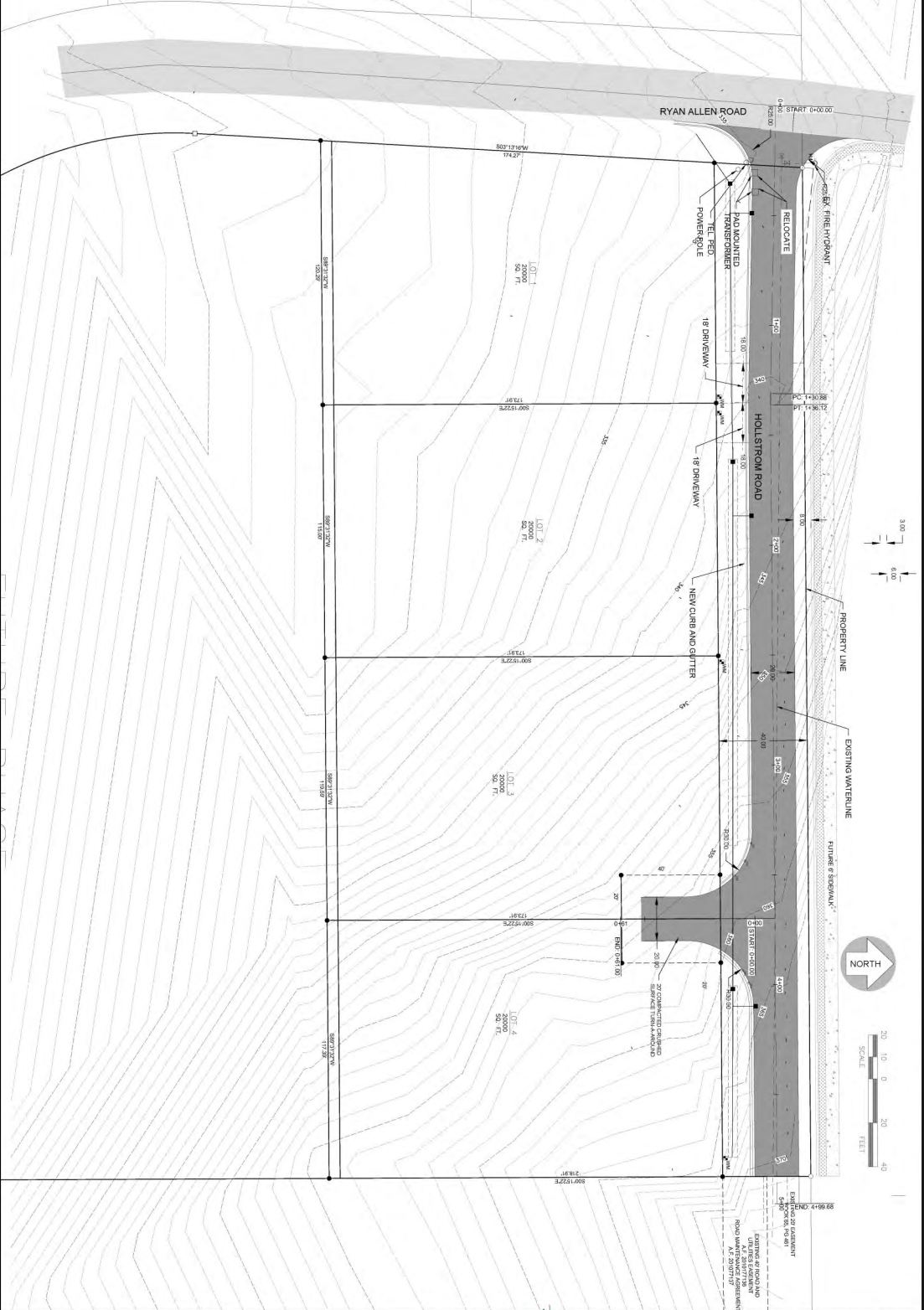
\_\_\_\_\_  
 Valerie Hoy-Rhodehamel, Chair  
 City of Stevenson Planning Commission



- C – Public Utility District Review
- D – SEPA 2020-02 Threshold Determination
- E – Department of Ecology Comments
- F – Southwest Washington Clean Air Agency Comments



EXHIBIT—A



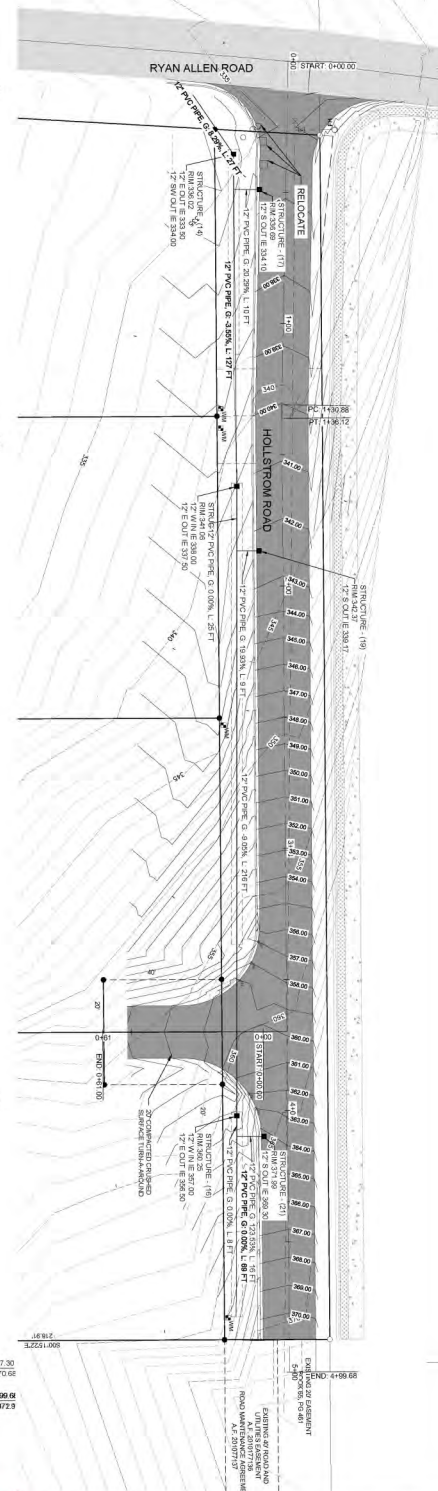
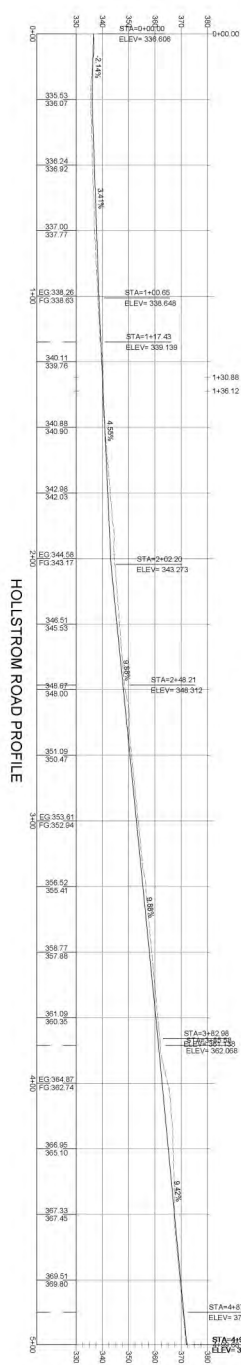
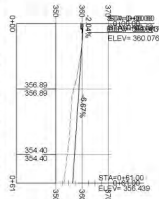
No.	Date	Revisions
3.0	1-23-20	SUBMITTED FOR REVIEW
2.0	1-14-20	SUBMITTED FOR REVIEW
1.0	1-23-19	SUBMITTED FOR REVIEW

JOHNSON SUBDIVISION  
 STEVENSON, WA  
 SITE PLAN

**PSE** Pioneer Surveying & Engineering, Inc.  
 Civil/Structural Engineering and Land Planning  
 125 E. Simcoe Drive  
 Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5886, E-Mail pse@gorge.net

EXHIBIT—A

TURN-AROUND ROAD PROFILE

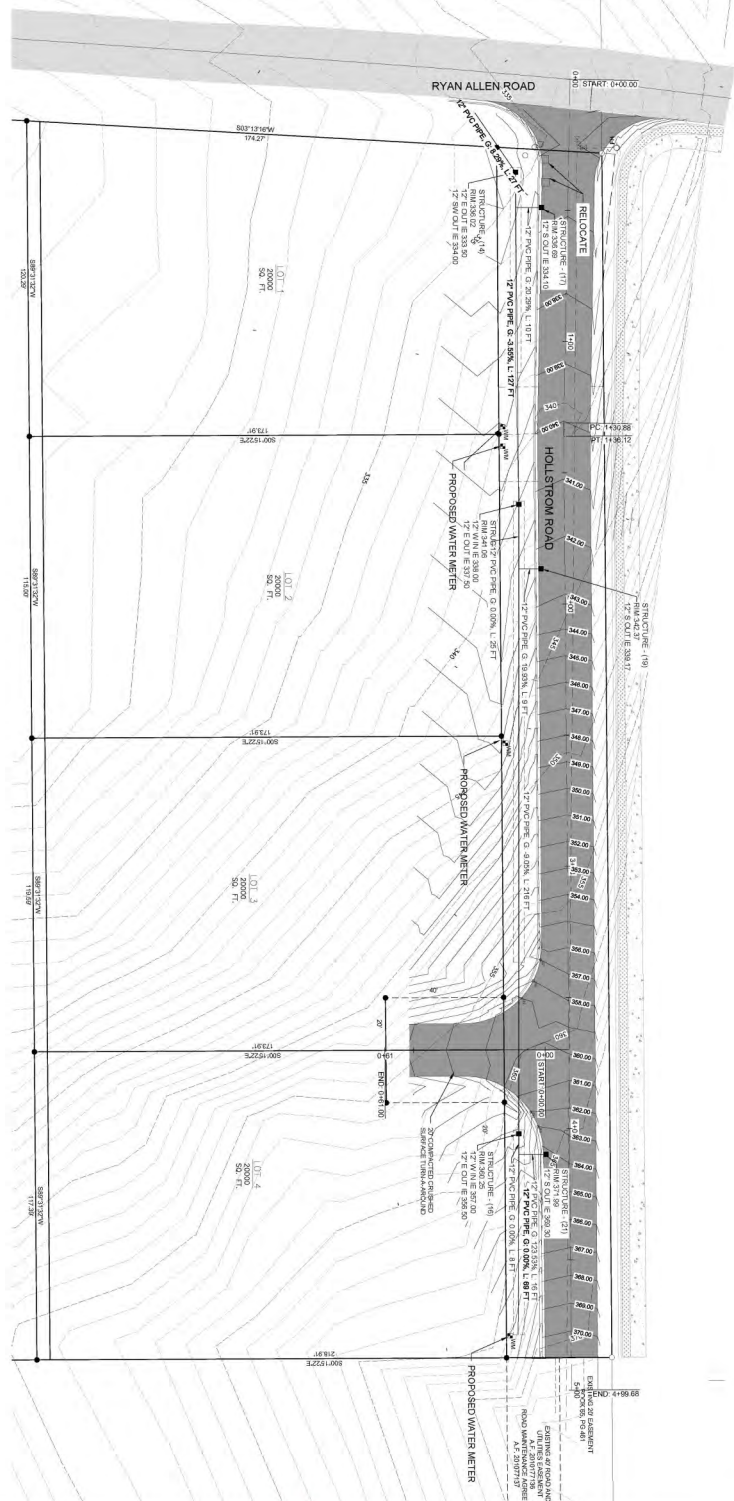


No.	Date	Revisions
3.0	1-23-20	SUBMITTED FOR REVIEW
2.0	1-14-20	SUBMITTED FOR REVIEW
1.0	12-18-19	SUBMITTED FOR REVIEW

JOHNSON SUBDIVISION  
 STEVENSON, WA  
 ROAD PLAN AND PROFILE

**PSE** Pioneer Surveying & Engineering, Inc.  
 Civil/Structural Engineering and Land Planning  
 125 E. Simcoe Drive  
 Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net

EXHIBIT—A

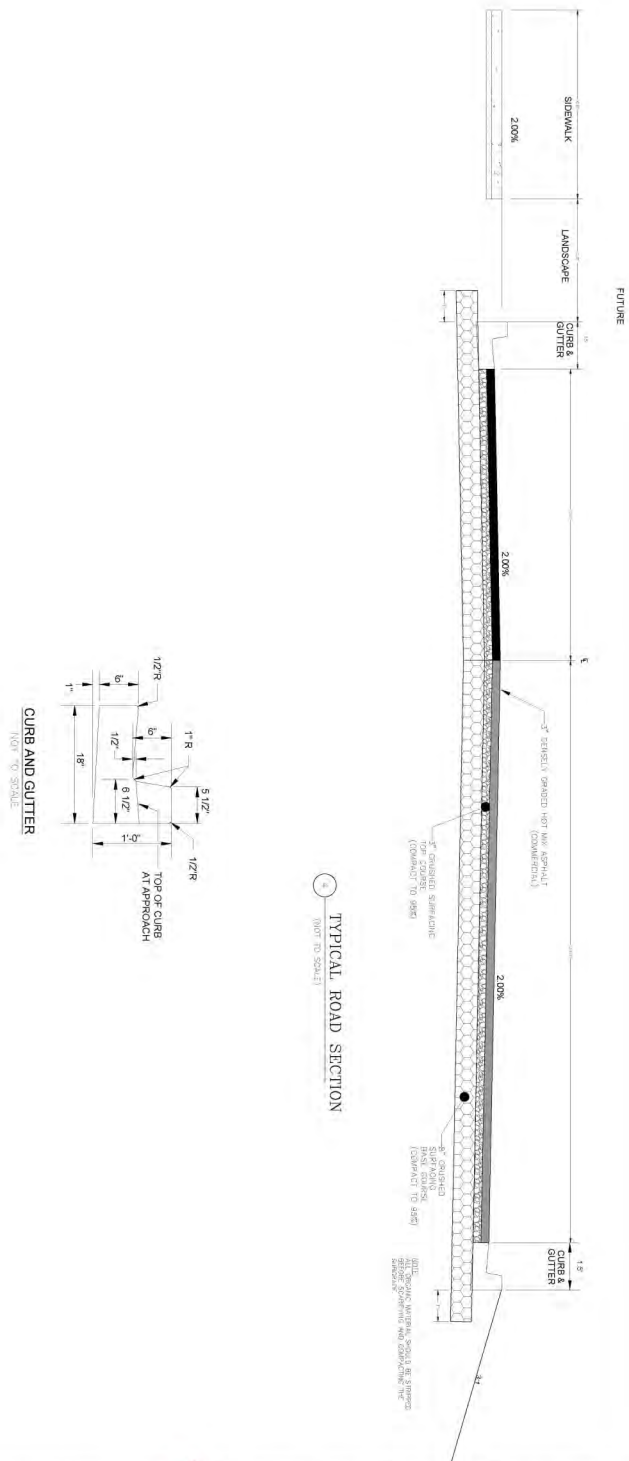


No.	Date	Revisions
3.0	1-23-20	SUBMITTED FOR REVIEW
2.0	1-14-20	SUBMITTED FOR REVIEW
1.0	12-2-19	SUBMITTED FOR REVIEW

JOHNSON SUBDIVISION  
 STEVENSON, WA  
 UTILITY PLAN

**PSE** Pioneer Surveying & Engineering, Inc.  
 Civil/Structural Engineering and Land Planning  
 125 E. Simcoe Drive  
 Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net

EXHIBIT—A



No.	Date	Revisions
3.0	1-23-20	SUBMITTED FOR REVIEW
2.0	1-14-20	SUBMITTED FOR REVIEW
1.0	1-23-19	SUBMITTED FOR REVIEW

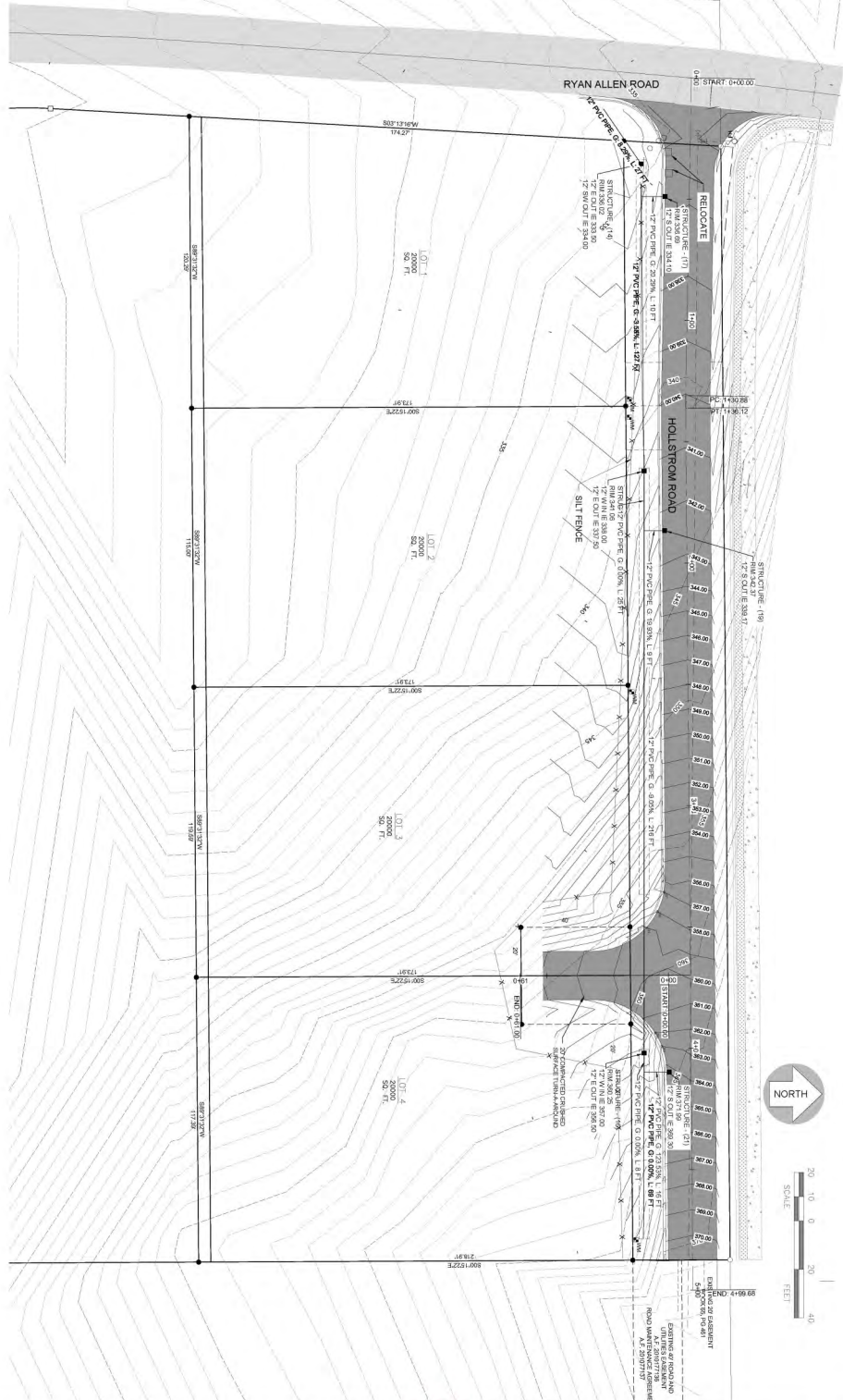
**CE 4.0**

JOHNSON SUBDIVISION  
STEVENSON, WA  
DETAILS

**PSE** Pioneer Surveying & Engineering, Inc.  
Civil/Structural Engineering and Land Planning  
125 E. Simcoe Drive  
Goldendale, Washington 98620  
Phone (509) 773-4945, Fax (509) 773-5868, E-Mail pse@gorge.net

19-187

EXHIBIT—A

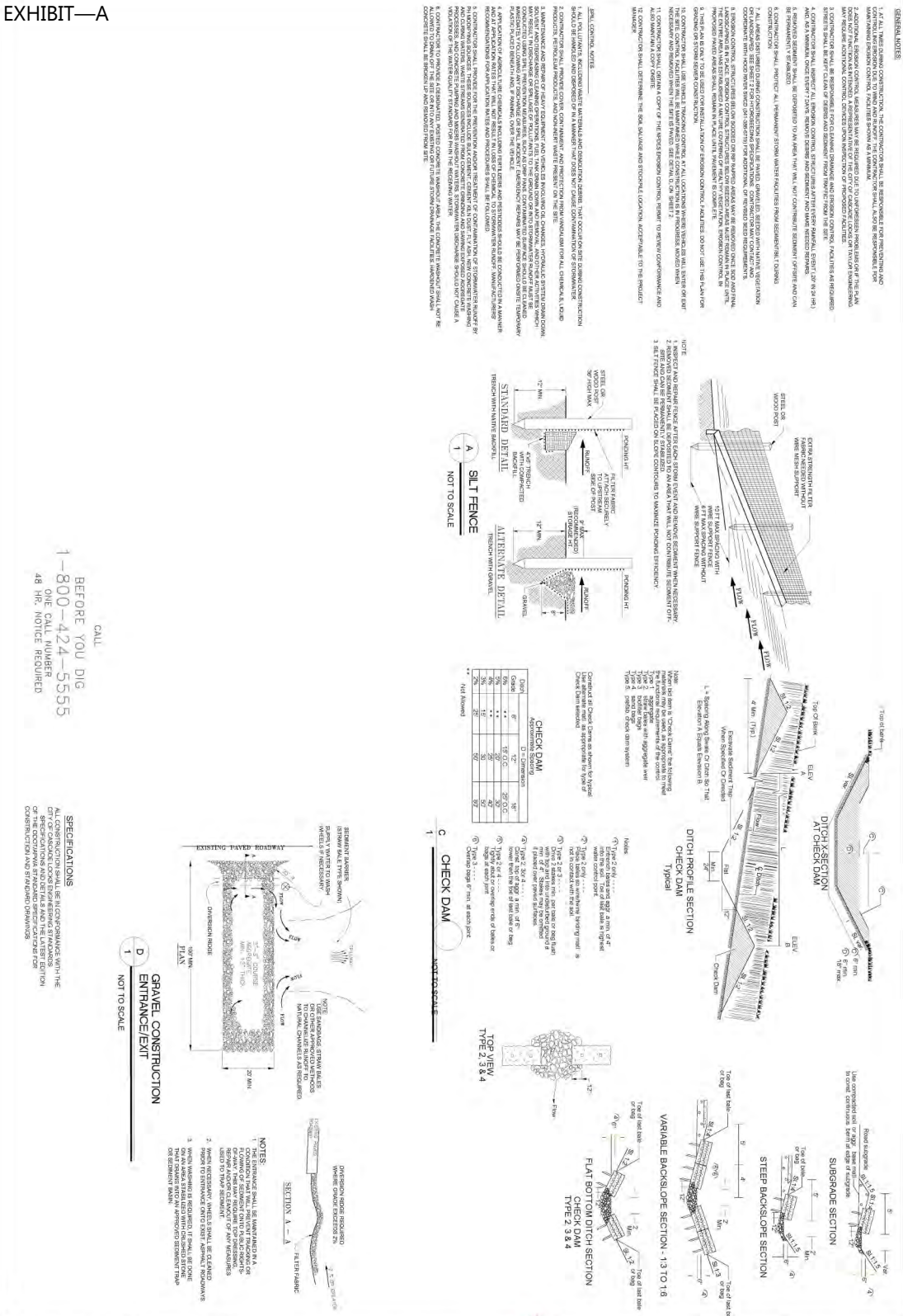


No.	Date	Revisions
3.0	1-23-20	SUBMITTED FOR REVIEW
2.0	1-14-20	SUBMITTED FOR REVIEW
1.0	12-2-19	SUBMITTED FOR REVIEW

JOHNSON SUBDIVISION  
 STEVENSON, WA  
 EROSION CONTROL PLAN

**PSE** Pioneer Surveying & Engineering, Inc.  
 Civil/Structural Engineering and Land Planning  
 125 E. Simcoe Drive  
 Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net

EXHIBIT—A



JOHNSON SUBDIVISION

STEVENSON, WA

ERO DETAILS

**PSE** Pioneer Surveying & Engineering, Inc.  
Civil/Structural Engineering and Land Planning  
125 E. Simcoe Drive  
Goldendale, Washington 98620  
Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net

CE 6.0

19-187

No.	Date	Revisions
1	1-23-20	SUBMITTED FOR REVIEW
2	1-14-20	SUBMITTED FOR REVIEW
3	1-14-20	SUBMITTED FOR REVIEW





CITY OF STEVENSON  
TOLIVER SUBDIVISION

**CONSULTING ENGINEER'S REPORT**

April 1, 2020

TO: Ben Shumaker, City of Stevenson

CC: Karl Rusell, City of Stevenson

FROM: Tim Shell, PE, Wallis Engineering

A handwritten signature in blue ink, appearing to read "Tim Shell", is written over the printed name.

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**A. GENERAL DISCUSSION**

**1. Description:** The proposal is to divide a parcel of approximately 9.9 acres into four 20,000 sf residential lots and one remnant lot that is designated as future development. The parcel is located at the southeast quadrant of the intersection of Ryan Allen road and Hollstrom Road in the NE ¼ of Section 2, Township 2 North, Range 7 E of the Willamette Meridian in Stevenson, Washington.

**2. Geotechnical Investigations:** A geotechnical report was submitted for this proposal. The report, prepared by GeoPacific Engineering, Inc., presents the results of a geotechnical engineering study was prepared for the subject site in August 2013. The purpose of the study was to evaluate subsurface conditions at the site and provide geotechnical recommendations for site development. The study also included a study of the site's soil infiltration.

The stability of the site's slopes was assessed. The site's slope stability was found to be widely variable, ranging from areas that have a low instability hazard along the north portion of the site, to areas having moderate instability hazard in the central portion of the site, to areas having experienced more recent slide movement in the south portion of the site. The area of the lot where this subdivision is proposed is in the low hazard area and was considered to be suitable for development, provided adequate geotechnical evaluation and construction monitoring is performed. The central and southern portions of the site identified as "future development" was found to have moderate to high instability hazard that required additional geotechnical study to determine if the area was suitable for development. The southern portion of the site was determined to be particularly susceptible to reactivated slope movement, especially in response to changes in site vegetation, grading and drainage. This area would be suitable for limited land uses that do not include permanent structures.

The study noted that localized mitigation measures may be necessary for development and on-site stormwater disposal systems should be avoided unless they are lined and

provided with a controlled outlet to ditches or stormwater collection systems to reduce the potential for infiltration of surface water. The report also recommended additional maintenance measures be undertaken by owners of homes and provided a summary sheet of the suggested maintenance activities. The report recommends that under no circumstances should stormwater runoff be allowed to flow uncontrolled over the face of the slope, and stormwater infiltration systems are not recommended due to the resulting adverse impacts on slope stability. The report also recommended against creating ponds and/or closed drainage systems on the site.

**3. Water Service:** The site can be served with city water. There currently is an 8" water transmission line in Hallstrom Road. Hegewald Well, which provides a back-up water supply to the City, is located approximately 900' east of the site on Hallstrom Road. The existing pipe in Hallstrom Road is scheduled to be replaced by the City with a new 8" pipe to provide long-term serviceability. The 8" water main will be replaced prior to construction of the road that is planned for this development.

Water services are proposed to be connected to the new 8" water main. Construction of the water services for the lots shall comply with City engineering standards and meter boxes shall be located behind the curb within the right-of-way.

**4. Sanitary Sewer Service:** The proposed residences will be served by on-site septic systems. Septic systems are required to be designed by a State licensed septic designer and located outside of the 100' wellhead protection zone for the Hegewald Well. With the well being located approximately 900' from the site, locating the septic systems outside of the wellhead protection zone is not an issue.

The City's Comprehensive Sewer Plan includes shows a future project to extend a sewer line in Ryan Allen Road, from Rock Creek Drive to Hallstrom Road. This project is identified in the Comprehensive Sewer Plan as Foster Creek Road, Project S-06. The intent of this sewer line would be to provide public sewer to both future development and properties within the City limits that are currently on septic. The City does not currently have a schedule for this future sewer project.

The ability to connect proposed lots to this future sewer project shall be required of this development. With the topography of the site sloping north to south, sewer service for Lots 1-4 would be available most readily at the south end of the lots. A 20' public sewer easement across the south boundary of Lots 1-4 shall be provided to allow construction of a sewer to serve the lots. The sewer easement shall be extended to the east boundary of the property, allowing further extension of the sewer eastward to provide sewer as those properties develop.

**5. Street System:**

The site is bounded by Ryan Allen Road along its west boundary and Hollstrom Road along its north boundary.

Ryan Allen Road is classified as a Major Collector Arterial. The design standard for this class of arterial is a 46'-wide paved width and 6' sidewalks within in a 60' right-of-way. The City currently does not have a scheduled project to improve Ryan Allen Road and the developer is not proposing to construct frontage improvements. However, an improvement project may occur in the future. The developer shall also enter into an agreement to participate in future improvement of Ryan Allen Road.

Since Ryan Allen Road is an arterial and driveway access onto arterials is restricted, direct driveway access for the proposed lots onto Ryan Allen Road will not be allowed. All access to lots shall be from Hollstrom Road.

Hollstrom Road is classified as a Local Access roadway. Local Access roadways are to have a 28'-wide paved width in a 50' right-of-way with a 6' sidewalk on one side and a 3' planter strip.

The applicant is proposing a half-street improvement for Hollstrom Road along the north boundary as part of the development. The proposed improvement is for a 20'-wide half-street with curb on a 40'-wide right-of-way. The 20'-wide street is the minimally required to provide two-way traffic. The remaining portion of the street would be constructed when the property to the north is developed. The remaining half-street improvement would include construction of 8' of pavement with curb and gutter, a six' sidewalk and dedication of 10' of additional right-of-way.

Hollstrom Road shall be improved along the entire frontage of the site and shall be extended to the east boundary of the site for future public road extension further east. A temporary turnaround is required until the public road is extended in the future. The developer has proposed a hammerhead turnaround sized to accommodate a fire apparatus between Lots 3 and 4. The temporary turnaround would be constructed with gravel surfacing to facilitate its removal when the road is extended. To facilitate removal of the temporary turnaround when it is extended in the future, a rolled curb allowing vehicles to drive over it shall be extended along the entrance to the turnaround.

Sight distance at the intersection of Ryan Allen Road and Hollstrom Road is somewhat restricted to the north due to a curve in the road. As part of the engineering design, the sight distance shall be evaluated to comply with minimum sight distance requirements in accordance with the City's Engineering Standards. Any deficiencies found shall be mitigated.

Street lighting is required for all public streets and shall be provided along Hollstrom Road. A street lighting design shall be prepared with the engineering drawings and shall be approved by the Engineer prior to final plat approval. The cost of installing street lighting shall be paid for by the developer.

## **6. Storm Drainage:**

The existing stormwater facilities for this area consist of roadside ditches. The stormwater ditches carry runoff from adjacent roads and have not been constructed with excess capacity to handle additional runoff from developments. It also appears that there was a stormwater channel to the north of the site that was cut off in the past when Hollstrom Road was constructed. Although records show that a culvert may have been planned to convey this stormwater under Hollstrom Road, no culverts can be found. There is some indication that the roadway has been overtopped by runoff in the past during large storm events. As part of the engineering design, this stormwater conveyance channel shall be investigated and appropriate measures shall be provided for its management.

As part of the development, stormwater facilities for runoff from Hollstrom Road are proposed to include stormwater collection inlets along the road with a pipe discharge to the ditch along Ryan Allen Road. Neither stormwater quantity or quality are included in the stormwater management plan. The pipe system is proposed to be constructed within the right-of-way behind the roadway curb. The standard location for stormwater facilities is within the roadway area, to facilitate maintenance. Stormwater manholes and pipelines shall be located in the street with inlets connecting to the system at manholes and designed in accordance with the City's design standards.

The City has adopted the Puget Sound Manual as its design standard. The minimum standards for the design and construction of stormwater quantity and quality facilities shall be the same as the current standards of the Puget Sound Manual, as amended by the Skamania County Stormwater Control Ordinance, Section 13.25.220 A, Quantity Control, dated January 26, 1994, or the latest edition, including any technical memorandum provided by the County that amends or clarifies the applicable sections of the ordinance. A stormwater engineering report shall be prepared to show the development's compliance with the Puget Sound Stormwater Manual.

The ditch along Ryan Allen Road does not have extra capacity to handle the additional runoff from the development. The report shall include a plan to mitigate the additional runoff that will be generated. In addition, no information has been provided on how stormwater will be managed for the developed lots. The Geotechnical Report indicates that no stormwater should be allowed to enter into the ground or flow directly over the slope due to slope stability hazard, including runoff from either Hollstrom Road or the developed lots. A stormwater engineering plan shall be prepared and submitted to the City for approval that complies with both the Puget Sound Stormwater Manual and the recommendations included in the geotechnical engineering report.

**7. Grading & Erosion Control:** The geotechnical report included erosion control considerations. The primary concern with erosion is areas that are stripped bare during construction. These areas should be covered with erosion prevention material such as judicious use of straw bales and silt fences, and quickly revegetation.

A grading and erosion control plan shall be required and proper erosion control measures shall be maintained throughout construction.

If over one acre of area will be disturbed, a Construction Stormwater General Permit shall be obtained from the Washington Department of Ecology for the construction of this project as necessary.

## **B. CONCLUSIONS**

1. From a geotechnical engineering standpoint, the northern portion of the site that is proposed for development is suitable for development, provided the recommendations of the geotechnical report are followed and adequate geotechnical evaluation and construction monitoring is performed.
2. The City's public water system can adequately serve the site and meet domestic and fire flow requirements.
3. A public sanitary sewer system does not currently serve the site, however septic systems are proposed for the lots. Public Sewer is planned to serve the area in the future and provisions shall be included to facilitate connection to the public sewer system in the future.
4. The public street system designed in accordance with the City's regulations will adequately serve the site and provide area traffic circulation.
5. Stormwater management facilities will need to be provided for the development. A stormwater report will need to be developed in compliance with the recommendations of the geotechnical engineering report and shall meet the requirements of the Puget Sound Stormwater Manual.

## **C. RECOMMENDED CONDITIONS OF APPROVAL**

1. Site development shall follow the recommendations provided in the Preliminary Geotechnical Engineering Report, prepared by GeoPacific Engineering, Inc., dated August 28, 2013. Homeowner maintenance measures recommended in the Geotechnical Engineering Reports shall be provided on the face of the plat or included with covenants that run with the lot.
2. The design and construction of water connections, streets, streetlights, stormwater drainage systems, and site grading and erosion control plans shall be in accordance with the City of Stevenson Engineering and Construction Standards
3. Right-of-way shall be dedicated along the property's frontage on Ryan Allen Road as necessary for a 30'-wide half-width right-of-way. Additional right-of-way shall be dedicated at the intersection of Hollstrom Road to accommodate the curb return.

4. The developer shall enter into an agreement to participate in the design and construction of a future project to improve Ryan Allen Road. The amount of required participation shall be proportional to the frontage that Lot 1 has on Ryan Allen Road.
5. Street improvements shall be constructed along the development's frontage along Hollstrom Road. The half-street improvements shall include a minimum paved width of 20' on a 40'-right-of-way dedication with a curb and gutter and streetlights. Storm drainage improvements shall be stubbed beyond the north edge of pavement to facilitate future connection when the north portion of the street is widened in the future.
6. A temporary turnaround shall be provided as shown in the preliminary subdivision submittal, except that a rolled curb shall be constructed along the entrance to the turnaround area. Signs shall be placed along the turnaround showing parking is prohibited.
7. Sight distance shall be evaluated at the intersection of Ryan Allen Road and Hollstrom Road in accordance with the City of Stevenson Engineering Standards. Any found deficiencies shall be mitigated.
8. A note shall be placed on the face of the plat stating that no lot shall be allowed to have driveway access directly onto Ryan Allen Road.
9. A 20-foot wide sanitary sewer easement across the south boundary of Lots 1-4 shall be granted to the City of Stevenson for construction of a future sewer to serve the lots. The easement shall extend to the east boundary of the development for future extension.
10. A note shall be placed on the face of the plat stating that all lots shall connect to a public sewer system when it becomes available and pay sewer connection fees applicable at the time of connection.
11. All stormwater management shall be provided on site of the development. A stormwater engineering report shall be provided meeting the requirements of the most current Puget Sound Stormwater Manual, as amended by the Skamania County Stormwater Control Ordinance, Section 13.25.220 A Quantity Control, dated January 26, 1994, or the latest edition, including any technical memorandum provided by the County that amends or clarifies the applicable sections of the ordinance.
12. The stormwater report shall address stormwater conveyance from the channel to the north of the development.
13. All stormwater facilities located onsite shall be privately owned and maintained. The Final Plat shall clearly identify all necessary easements for the facilities, the owners of each facility, who is responsible for maintaining the facilities, and reference an

CITY OF STEVENSON  
Johnson (Toliver) Subdivision  
Consulting Engineer's Report

appropriate document which identifies the frequency and scope of maintenance to be completed.

14. Easements providing the City of Stevenson access to all onsite private stormwater facilities shall be noted on the Final Plat allowing access and confirmation of ongoing maintenance of the facilities.
15. A Construction Stormwater General Permit shall be obtained from Washington Department of Ecology for the grading of the site as necessary. A copy of the permit shall be provided to the City prior to the Pre-Construction Meeting.

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By: Wallis Engineering

P:\City of Stevenson\Development Review\2020\STEV20DV01 Johnson (Toliver) Subdivision\Reports



# City of Stevenson Planning Department

(509)427-5970

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

## DETERMINATION OF NONSIGNIFICANCE

<b>DATE:</b>	<b>March 25th, 2020</b>
<b>PROJECT NAME:</b>	<b>Toliver Subdivision (SEPA2020-01/SUB2020-01)</b>
<b>APPLICANTS</b>	<b>CNA Property Management LLC, Daniel Webb</b>
<b>DESCRIPTION OF PROPOSAL:</b>	<b>The division of 9.9 acres into 4 single-family residential lots (served by City water, private septic, and a new public street) and 1 lot reserved for future development of up to 13 additional residential lots (to be reviewed under a future application).</b>
<b>PROJECT LOCATION:</b>	<b>The site has no address and is located in the SR Suburban Residential zoning district along the east side of Ryan Allen Road between Foster Creek and Red Bluff roads (Tax Lot 02-07-02-1-0-0102-00), City of Stevenson, Skamania County, WA 98648</b>
<b>CONTACT PERSON:</b>	<b>Ben Shumaker, City of Stevenson (509)427-5970</b>
<b>LEAD AGENCY:</b>	<b>City of Stevenson, Washington</b>
<b>RESPONSIBLE OFFICIAL</b>	<b>Ben Shumaker, Stevenson Planning Director</b>

Description of Proposal: The applicants have proposed the division of ~9.9 acres into 4 single-family residential lots served by City water, City sewer, and a new public street ~400 feet in length. An additional lot is identified as being reserved for future development. Layout of the future development is not identified at this time. It anticipates up to 13 additional lots and will be reviewed under a future application.

Threshold Determination: The City of Stevenson, acting as lead agency for this proposal, has determined that it, as mitigated, does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issuance.

The full checklist and materials can be found online at:  
[www.ci.stevenson.wa.us/planning-department/current-public-notice](http://www.ci.stevenson.wa.us/planning-department/current-public-notice)

Mitigation Measures: The following mitigation measures are required as a result of this review:

*Erosion Control*

1. The project site contains soils identified on the Stevenson Critical Areas Map as having unstable soils presenting a severe erosion potential according to the National Soil Conservation Service's assessment of soils in Skamania County. Project plans shall comply with the performance standards of SMC 18.13.090(D)(2) and shall comply with the National Pollutant Discharge Elimination System permit requirements for projects of this size.
2. Construction dust shall not become a nuisance to neighboring or down-wind properties; dust control shall comply with all applicable standards of the Southwest Washington Clean Air Agency (SWCAA), especially SWCAA 400-040. The proponents shall apply for and obtain all appropriate permits from the SWCAA.
3. Re-vegetation of disturbed areas is necessary to reduce wind and water erosion, and the propagation of weeds. All undeveloped disturbed areas shall be reseeded and landscaped prior to issuance of occupancy permits.



4. Project shall comply with the recommendations of the "Preliminary Geotechnical Engineering Report and Infiltration Test Results" prepared for this property.

*Construction Spills*

5. During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.

*Cultural Resources*

6. If any item of possible archaeological interest (including human skeletal remains) is discovered on site during construction or site work, all the following steps shall occur:
  - a. Stop all work in the immediate area (initially allowing for a 100' buffer, this number may vary by circumstance) immediately.
  - b. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering.
  - c. Take reasonable steps to ensure the confidentiality of the discovery site.
  - d. Take reasonable steps to restrict access to the site of discovery.
  - e. Notify the City, DAHP, and Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes of the discovery.
  - f. A stop-work order will be issued.
  - g. The approval will be temporarily suspended.
  - h. All applicable state and federal permits shall be secured prior to commencement of the activities they regulate and as a condition for resumption of development activities.
  - i. Development activities may resume only upon receipt of City approval.
  - j. If the discovery includes human skeletal remains, the Skamania County Coroner and local law enforcement shall be notified in the most expeditious manner possible. The County Coroner will assume jurisdiction over the site and the human skeletal remains, and will make a determination of whether they are crime-related. If they are not, DAHP will take jurisdiction over the remains and report them to the appropriate parties. The State Physical Anthropologist will make a determination of whether the remains are Native American and report that finding to the affected parties. DAHP will handle all consultation with the affected parties as to the preservation, excavation, and disposition of the remains.

*Noise Abatement & Control*

7. Construction shall not occur outside of the hours of 7:00am through 10:00pm.

*Stormwater Control*

8. Project shall comply with the recommendations of the stormwater analysis prepared for this project and/or any modifications made based on the City Engineer's review of the stormwater analysis.

*Toxics Clean Up*

9. This property is within a half mile of a known or suspected contaminated site. If contamination is currently known or observed during construction of this project, sampling of the potentially contaminated media must be conducted. If contamination of soil or groundwater is readily visible, or is revealed by sampling, Ecology must be notified. Contact the Environmental Report Tracking System Coordinator at the Southwest Regional Office, (360)407-6300 for assistance and information about subsequent cleanup and to identify the type of testing that will be required.

*Transportation*

10. This project shall construct improvements and dedicate adequate right-of-way for the new public street proposed within this plat.
11. Conceptual level half street engineering plans shall be developed for improvement of Ryan Allen Road adjacent to this site. If the conceptual plans indicate improvements which cannot fit within the existing right-of-way, additional right-of-way shall be dedicated on the plat map.
12. This project shall enter into a waiver of protest or similar agreement with the City thereby ensuring all lots agree to participate in the future improvement of Ryan Allen Road. Said agreement will ensure that frontage improvements are added in a logical manner to accommodate the anticipated increase in traffic.

Comments on Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by 5:00pm on April 9, 2020.

All comments on this proposal are to be directed to Ben Shumaker, Planning Director, Stevenson City Hall, 7121 E Loop Road, PO Box 371, Stevenson, Washington 98648.



Ben Shumaker <ben@ci.stevenson.wa.us>

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## Toliver Subdivision (Hollstrom Road)

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Melanie Sharp <Msharp@skamaniapud.com>  
To: Ben Shumaker <Ben@ci.stevenson.wa.us>

Thu, Apr 2, 2020 at 9:20 AM

Hi Ben,

We have no concerns with the project. The project is adequate for electrical utilities. We do not need the land for any PUD facilities. We do not require anything specific.

Thanks,

Melanie

**From:** Ben Shumaker <Ben@ci.stevenson.wa.us>  
**Sent:** Wednesday, April 1, 2020 9:44 AM  
**To:** Melanie Sharp <Msharp@skamaniapud.com>  
**Subject:** Toliver Subdivision (Hollstrom Road)

Hi Melanie-

As discussed, in addition to the SEPA notice sent to the PUD, our process asks for you to:

- 1- Certify the adequacy of the proposed utility system and let us know whether you have any general recommendations affecting public health, safety and general welfare.
- 2- State whether any portion of this land is necessary for PUD facilities (like a substation). If it is, then the City can have them reserve that area as you work out your condemnation/purchase agreements. (I assume this will not come into play, call if it does.)
- 3- Inform us if you've designated this area as requiring underground utility installation so we can make it a condition of approval.

I understand that most of these issues are already covered by your current protocols so you won't need the City to double check, but if there's anything you need, please let me know.

Thanks,

EXHIBIT—D



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 9, 2020

Ben Shumaker, Planning Director  
City of Stevenson  
Community Development Department  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

Dear Ben Shumaker:

Thank you for the opportunity to comment on the determination of nonsignificance for the Toliver Subdivision Project (SEPA2020-02, SUB2020-01) as proposed by CNA Property Management LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287**

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from the local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department for proper management of these materials.

**WATER QUALITY/WATERSHED RESOURCES UNIT:  
Sheila Marcoe (360) 407-6329**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and

EXHIBIT—E

2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
  - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
  - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
  - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/> - [Application](#). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology  
Southwest Regional Office

(GMP:202001717)

cc: Derek Rockett, SWM  
Sheila Marcoe, WQ  
Daniel Webb, CNA Property Management LLC (Proponent)

April 9, 2020

Attn: Ben Shumaker  
Planning Department  
7121 E Loop Road  
PO Box 371  
Stevenson WA 98648

RE: Toliver Subdivision; SEPA2020-01/SUB2020-01; SEPA 202001717

Mr. Shumaker:

The Southwest Clean Air Agency (SWCAA) was recently notified that your agency has issued/will issue a SEPA Determination for the above project. Please be advised that SWCAA administers/enforces a number of regulations that may apply to the proposed project. The applicability of these regulations depends on the exact nature of the project in question. The following section provides a brief summary of the requirements for the general types of activity that may be affected by this project.

**Construction Dust [SWCAA 400 - General Regulations for Air Pollution Sources]:**

- Construction and earthmoving activities have the potential to generate excessive dust emissions if reasonable control measures are not implemented. SWCAA Regulation 400-040(2) requires that "no person shall cause or permit the emission of particulate matter from any stationary source to be deposited beyond the property under direct control of the owner or operator of the stationary source in sufficient quantity to interfere unreasonably with the use and enjoyment of the property upon which the material is deposited". Furthermore, SWCAA Regulation 400-040(8)(a) requires that "the owner or operator of any source of fugitive dust shall take reasonable precautions to prevent fugitive dust from becoming airborne and shall maintain and operate the source to minimize emissions".
- Common control measures to mitigate the emission of dust from construction and earthmoving activities include: application of water before and during earthmoving operations, application of water to disturbed surface areas (including access roads and staging areas) after earthmoving operations, application of chemical dust control products and/or surfactants, limiting access to open/disturbed areas, reducing equipment/vehicle speeds, establishing vegetative cover on inactive areas and ceasing operations altogether during high wind events.
- Violations of SWCAA Regulation 400-040 may result in civil penalties being assessed against the project operator and/or property owner.

The proponent of this project may contact SWCAA at 360-574-3058 for more information regarding the agency's requirements. Notification forms, permit applications, regulations and other information are available on the internet at <http://www.swcleanair.org>.

Sincerely,



Duane Van Johnson  
Air Quality Specialist II





# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** May 21<sup>st</sup>, 2020  
**SUBJECT:** Rock Cove Hospitality Center Shoreline Substantial Development—Notice (SHOR2020-01)

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### **Introduction**

On March 27<sup>th</sup>, 2020 the City received a complete application from FDM Development to “develop a mixed-use hospitality center. The project will be developed in phases, consisting multi-room units (Phase 1), event space (Phase 2, and single-room/studio units (Phase 3). All units will be managed by a single operator and available for rent on nightly basis. The proposed hospitality orientation of the project takes full advantage of the water views and access by providing views of Rock Creek Cove and non-motorized boating access to the water utilizing an existing boat ramp”. The proposed project requires a Shorelines Substantial Development Permit from the City.

### **Permit Procedures**

Notice of the accepted application was published on April 15<sup>th</sup> and 22<sup>nd</sup>, 2020 together with notice regarding the City Council’s review of the application at its May 21<sup>st</sup>, 2020 meeting. The notice also contained the procedures for interested parties to submit comments, requests for notification of Council action, or requests for a public hearing to be held on the application. Public comments or requests to that effect were due by 5:00pm on the night of the Council meeting, 30 days from the last publication date of the notice.

As of this writing, no comments or requests for a public hearing were submitted, however the estimated total cost of the proposed development exceeds \$250,000 and the City Council is required to set a public hearing under SMC 18.08.160(B).

### **Requested Action**

According to SMC 18.08.170(A), the Council shall set a time and date for the public hearing and cause to be published a notice of the hearing. At the Council’s discretion, the application may be referred to the Planning Commission for recommendation and/or public hearing (SMC 18.08.150). This additional review is recommended for this project and the Planning Commission at its June 8<sup>th</sup> meeting, which would review of a recommendation at a public hearing on the Council’s regular June 18<sup>th</sup> meeting.

Staff is prepared for in-meeting discussion about the City Council’s review process for this proposal.

Possible Motion: “...move to refer this application to the Planning Commission for recommendation and set a public hearing at the regularly scheduled City Council meeting on June 18<sup>th</sup>, 2020 at 6:30pm”.

Ben Shumaker  
Community Development Director

Attachment

- Shoreline Substantial Development Application

**SHORELINES PERMIT APPLICATION****Substantial Development, Timber Cutting, Conditional Uses, Variances**

PO Box 371 Stevenson, Washington 98648

Phone: (509)427-5970 Fax: (509)427-8202

**Request:**
 Substantial Development   
  Timber Cutting   
  Conditional Use   
  Variance
**Applicant/Contact:** Zachary PyleMailing Address: 5101 NE 82nd Avenue, Suite 200, Vancouver, WA 98662Phone: 360-529-0987Fax: N/AE-Mail Address (Optional): zpyle@fdmdevelopment.com**Property Owner:** ERWIN L & K, LLC & OPH DBD, LLC &, RAWLINGS FAMILY INVESTMENTS, LLCMailing Address: 5101 NE 82nd Avenue, Suite 200, Vancouver, WA 98662Phone: 360-529-0987Fax: N/A

If There are Additional Property Owners, Please Attach Additional Pages and Signatures as Necessary

**Subject Property Address** (Or Nearest Intersection): Rock Creek Dr**Tax Parcel Number:** 02070100130200, 300, 400**Zoning:** CR**Name of Affected Waterbody:** Rock Creek Cove**Shoreline Designation:** \_\_\_\_\_**Current Use:** Vacant**Proposed Use:** Hospitality

**Brief Project Summary:** This project seeks to develop a mixed-use hospitality center. The project will be developed in phases, consisting multi-room units (Phase 1), event space (Phase 2), and single-room/studio units (Phase 3). All units will be managed by a single operator and available for rent on nightly basis. The proposed hospitality orientation of the project takes full advantage of the water views and access by providing views of Rock Creek Cove and non-motorized boating access to the water utilizing an existing boat ramp.

**Water Supply Source:** City**Sewage Disposal Method:** City

*As the property owners of the real property described in this proposal, our signatures indicate our approval of this proposal, with the understanding that the proposal is subject to review, approval, and/or denial under SMC 18.04.*

*I/we hereby provide written authorization for the City to reasonably access to the subject property to examine the proposal and carry out the administrative duties of the Stevenson Municipal Code.*

*I/we hereby certify my/our awareness that application fees are non-refundable, there is no guarantee that a permit will be issued*

Incomplete applications will not be accepted. • Please ensure that all submittals are included

**Signature of Applicant:**

Date: 02/05/2020**Signature of Property Owner:**

Date: 02/05/2020

For Official Use Only:

Date Application Received 2/7/2020 • Date Application Complete \_\_\_\_\_



SUBMIT TO:  
City Hall  
7121 NE Loop Road

# Shorelines Permit

## Submittal Requirements

*The following information is required for all Shoreline Permit Applications. Applications without the required information will not be accepted. Site plans are to be submitted on 8½"x11" or 11"x17" paper, and drawn to a standard engineering scale (e.g. 1"=10', 1"=20', ¼"=1', etc.).*

- Application Fee** (Amount: \$1,000.00 Date: 2/7/2020 Receipt #: 2282)
- Completed and Signed Shorelines Permit Application**
- Any Associated Land Use and Building Permit Applications**
- Two (2) Complete Site Plan Proposals—Drawn to scale, showing the proposal site and all adjoining areas within 100 feet, and including the following:**
  - A Vicinity Map
  - A North Arrow
  - All property boundary lines and dimensions
  - The location and width of all public and private roads
  - The location and size of all existing structures, utility lines, easements, septic tanks and drainfields, wells, and other improvements
  - The location and extent of all proposed structures and/or uses
  - The location, species, and diameter of all significant trees
  - The location and description of all critical areas and buffers

*The following information is required for Timber Cutting Permits. Timber cutting permits are related to selective commercial timber cutting where no more than thirty (30) percent of the merchantable timber is harvested, or clear-cutting necessary for the preparation of land for another use.*

- Timber Cutting Permits**
  - A Report Prepared by a Professional Forester Documenting the Full Amount of Merchantable Timber Existing at the Time of Application, and the Amount of Timber Proposed for Cutting
  - A Description of Any Topography, Soil Conditions, or Silviculture Practices Necessary for Regeneration that May Render Selective Logging Ecologically Detrimental

*The following information is required for Shoreline Conditional Use Permits. Conditional uses are those uses which either do not need a shoreline location or are considered unsuitable for siting within a particular shoreline environment. Such uses must:*

- Cause no unreasonable adverse effects on the environment or other uses within the area;
- Not interfere with the public use of public shorelines;
- Have a design that is compatible with the shorelines environment in which it will be located; and
- Not be contrary to the goals, policy statements or general intent of the shoreline environments.

- Shoreline Conditional Use Permits**
  - A Narrative Explaining How the Proposal Meets the Four Criteria Above



# Shorelines Permit

## Submittal Requirements, Continued

*The following information is required for Shoreline Variances. Variances deal with specific requirements of the Shoreline Management Master Program and their objective is to grant relief when there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of the Shoreline Management Master Program. The property owner must show that if forced to comply with the provisions then no reasonable use of the property can be made. The fact that the property owner might make a greater profit by using the property in a manner contrary to the intent of the Shoreline Management Master Program is not a sufficient reason for variance. A variance will be granted only after the applicant can demonstrate the following:*

- The hardship which serves as a basis for granting of variance is specifically related to the property of the applicant;
- The hardship results from the application of the requirements of the Act and the Shoreline Management Master Program and not from for example, deed restrictions or the applicant's own actions;
- The variance granted will be in harmony with the general purpose and intent of the Shoreline Management Master Program.
- Public welfare and interest will be preserved. If more harm will be done to the area by granting the variance than would be done to the applicant by denying it, the variance will be denied.

### Shoreline Variances

- A Narrative Explaining How the Proposal Meets the Four Criteria Above
- A Financial Analysis Showing that No Reasonable Use of the Property Can be Made

May 14, 2020

Project Name: Rock Creek Cove Hospitality

Re: Land Use Application Narrative

Dear Mr. Shumaker:

## PROJECT APPLICATION SUMMARY

FDM Development (the Applicant) is proud to present the Rock Creek Cove Hospitality project: a mixed-use hospitality development adjacent to Rock Creek Cove on the former Hegewald Lumber Mill Site in Stevenson, WA. The project seeks to complement the existing tourism industry in Stevenson by offering condo- and studio-sized units available for nightly and weekly rental, totaling 48 available bedrooms. A 15,000 square-foot commercial venue space will anchor the development and provide wide views of Rock Creek Cove and the Columbia River Gorge. The conceptual space planning of the commercial building consists of 5,000 open venue space, supported by 10,000 square feet of service, food preparation, and guest lounging area. The development seeks to attract both local and regional visitors, with venue space available for weddings, company parties, family reunions, and corporate retreats.

The Applicant proposes a three-phased development, beginning with the condo-style units, operated by a single ownership group, similar to a hotel. Phase 2 will add the commercial venue space and restore water-side portions of the property for enhanced, publicly-accessible observation and enjoyment. Phase 3 completes the development with the studio-sized units, operated under the same ownership group as the remainder of the property.

The project encompasses parcels 02070100130200, 02070100130300, and 02070100130400. The parcels make up 6.40 acres, all within the Commercial Recreation (CR) zoning designation. The following narrative addresses the proposed development within the context of the applicable City of Stevenson Municipal Code (SMC).

In addition to the Application Narrative, the Applicant has provided a preliminary site plan and several existing conditions studies to support the application.

## COMPLIANCE WITH SMC 17.25

### Commercial Recreation District Purpose

17.25.010: “Trade districts support development of a healthy, diversified economy and facilitate Stevenson to become the year-round recreation and tourist destination of the county and Central Gorge. The standards in this chapter are intended to enhance the vitality of the downtown core, improve our status as a tourist destination, and ensure that the local business community remains a healthy component of Stevenson's economy.”

17.25.020: “The commercial recreation district (CR) provides for the siting of facilities within Stevenson for the express purpose of expanding the tourism industry while adding to local citizens' opportunities for economic development. The establishment of the CR commercial recreation district is intended to enhance and diversify the business and tourism opportunities in Stevenson through development of commercial and other facilities that complement the natural and cultural attractions of the area without significant adverse effect to environmental features or to natural, cultural and historic resources and their settings.”

As noted in the project summary, this project fits squarely within the stated purpose of the Commercial Recreation Zone. The proposed development is a tourism-oriented destination that also provides added local benefits to the community in terms of water access, enjoyment, and venue operations. The project is located approximately 1 mile from the downtown core, which will allow for and encourage visitors to experience both downtown and the natural environment of Rock Creek Cove.

### Uses

Utilizing Table 17.25.040-1, the following uses have been reviewed for compliance with the CR zone:

Overnight Lodging (Hotel): **Permitted**

Food Service: **Permitted**

Arts, Entertainment, and Recreation Uses (Public Assembly): **Permitted**

The project proposes to provide overnight lodging, operated as a hotel via condo- and studio-sized units. Food service and public assembly will support and anchor the overnight lodging. As stated within the code, those uses are permitted outright.

Multi-family Dwelling: **Conditional** and subject to review according to the density and parking requirements of the R3 multi-family residential district (see below)

Overnight Lodging (Vacation Rental Home): **Conditional**

Additionally, the Applicant will also demonstrate compliance with the zoning should the ownership group decide, at a later date, to convert any of the units to vacation rental units or multi-family residential (see the Compliance with 17.23 below). The Applicant understands that at the time of land use change, an additional Application for Improvement will be required.

### Density and Dimensional Standards

Minimum Lot Area: 10,000 square feet

Maximum Lot Coverage: 35%

The project proposes a boundary line adjustment that will reduce the number of lots from three to two. The proposed lots are 99,400 square feet and 179,050 square feet, individually. Total coverage by building footprints is approximately 22,700 square feet in total, approximately 8% of total lot area. These requirements are met.

Maximum Building Height: 35 feet  
Front Setback: 25 feet  
Side, Street Setback: 20 feet  
Side, Interior: 0 feet  
Rear, Interior: 0 feet  
Rear, Through Lot: 20 feet

The maximum height of Phase 1 buildings is 35 feet. Since the commercial building is only conceptual at this time, the Applicant accepts this as a continued condition of approval. Minimum setback from the public roadway is approximately 100 feet. The minimum distance between adjacent buildings (or clusters, in the case of the multiroom units) is 30 feet. These requirements are met.

### **Commercial Recreation Trade District Design**

1. Buildings shall be appropriately scaled and compatible with their locations and surrounding environment, including adjacent buildings, landscaping, water bodies and other natural features.
2. Exterior building materials and finishes shall be compatible with the unique setting of the Columbia River Gorge. Preference should be given to nonglossy finishes and earthtone colors.

The proposed Phase 1 buildings are designed in the heavy timber craftsman style that complements existing design aesthetics in Stevenson. Phase 2 and 3 buildings will complement Phase 1 buildings, while moving to a slightly more modern aesthetic representative of the more commercial-specific use. Color tones and building materials will remain natural and nonglossy.

3. Outdoor storage shall be visually screened by landscaping, fences, walls or enclosures.
4. Refuse containers shall be fully enclosed and covered. Enclosures shall be constructed of materials compatible with the main structure.

Outdoor storage is not proposed for the site. A central garbage collection location will be screened with a masonry wall and a landscaped buffer around it.

5. Screening and buffering shall be provided between dissimilar uses to minimize negative impacts, such as those from noise, traffic, lighting and glare.
6. Screening and buffering shall be located along the perimeter of a lot or parcel.

The property's unique geography ensures that the development will not negatively impact adjacent parcels. Additionally, the minimum setback from road frontage is approximately 100 feet. Existing trees, a proposed berm around a stormwater pond, and ground covers will provide robust screening from the public roadway.

7. The location and number of access points to the site, their relationship to existing streets and traffic, the interior circulation patterns, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience.

8. Pedestrian sidewalks, pathways and access ways shall be located and constructed to minimize conflicts with vehicular traffic and natural hazards.

9. Safety crossings and adequate sight lines shall be provided at pathway intersections with roads.

The property's unique geometry minimizes options for public roadway access. However, within the parcel, pedestrian and vehicle circulation is clear and provides sufficient turnaround for emergency vehicles. Pedestrian pathways in the developed portion of the site will meet ADA requirements. Pedestrian crossings of driveways will be highlighted with painted striping. Lighting will be provided at both the pedestrian- and building-scale. Entryways, street lighting, and recreation areas will be lit to provide safe access throughout the development.

10. Roads, buildings and other structural improvements shall be located and designed to minimize grading and modification of existing landforms and natural characteristics.

11. Developments shall not contribute to the instability of a parcel or to adjoining lands.

The existing property is fairly flat and will be maintained as such. Additionally, setbacks required by the shoreline management plan and the geotechnical investigation report ensure that buildings will be located at a distance adequate to retain structural stability of the natural slopes.

12. Surface drainage systems shall be designed so as not to adversely affect neighboring properties, roads or water bodies.

Surface drainage is designed to capture and convey runoff from impervious surfaces to on-site stormwater facilities. These facilities will treat, detain, and discharge the runoff in accordance with the western Washington stormwater control regulations.

13. Developments within the designated shoreline areas of the CR district shall provide ample public visual and physical access to the water.

The development proposes restoring access to the shoreline area via sidewalks, viewing platforms, and a non-motorized boat launch.

## COMPLIANCE WITH 17.23 - R3 DESIGN STANDARDS

As stated above, the ownership group would like to maintain the option to convert any of the hotel units to vacation rental units or multi-family residential at a later date, dependent upon market conditions. The Applicant understands that at the time of land use change, an additional Application for Improvement will be required. However, the Applicant would like to demonstrate alignment with the R3 design standards at this time in order to avoid concerns with residential design standards down the road.

### **R3 District Purpose**

“To provide a corridor along Rock Creek Drive that would be aesthetically pleasing to residents and to visitors. To encourage attractive development along Rock Creek Drive that blends well with the existing topographic features and those structures of high quality in the area, such as the Rock Creek Center, Skamania Lodge and Columbia Gorge Interpretive Center.”

The project is located along the southern portion of Rock Creek Drive and provides patrons staying or living in the units to enjoy the nearby attractions. The units are designed in the heavy timber craftsman style that complements existing design aesthetics in Stevenson.

### **Natural Site Features, Site Grading, and Drainage**

The proposed development fully utilizes the extensive shoreline along the property, giving each cluster of units a unique view of Rock Creek Cove and the gorge. Site design prioritized saving large evergreen trees on-site where feasible. Mass grading is minimized, and shoreline features will be left intact.

### **Building Design, Finish, and Roofline Variation**

As mentioned above, the units are designed to reflect a heavy timber craftsman style, appropriate for the Rock Creek Cove subarea and Stevenson as a whole. The minimum distance between each cluster of units is 30 feet, approximately 45% of the combined building height and within 5% of building design guidelines. Site constraints from required shoreline and slope setbacks limit further separation of the closest clusters.

Proposed roofline variations conform to code design guidelines by inserting non-structural decorative heavy-timber frames and regular intervals along the building roofline.

### **On-Site Open Space and Landscape Requirements**

Each unit contains a second-floor balcony space. Additionally, open space and walking paths, although within shoreline buffer locations, provide well over 4,000 square feet of open space required for 16 units. The minimum setback from road frontage is approximately 100 feet. Existing trees, a proposed berm around a stormwater pond, and ground covers will provide robust screening from the public roadway.

### **Parking and Loading Requirements**

Residential structures: two spaces per dwelling unit plus one space for each room rented, except that one-bedroom dwelling units only require one space.

Each unit is provided two parking spaces, compliant with both residential structure standards, should the use be changed from hotel-operated use to privately-owned condos or vacation rentals.

### **Pedestrian Pathway, Outdoor Storage, and Lighting**

Pedestrian pathways in the developed portion of the site will meet ADA requirements. Pedestrian crossings of driveways will be highlighted with painted striping.

Garbage collection is located within the development and will be screened from both the public roadway and the on-site points of interest by a masonry wall and landscaping.

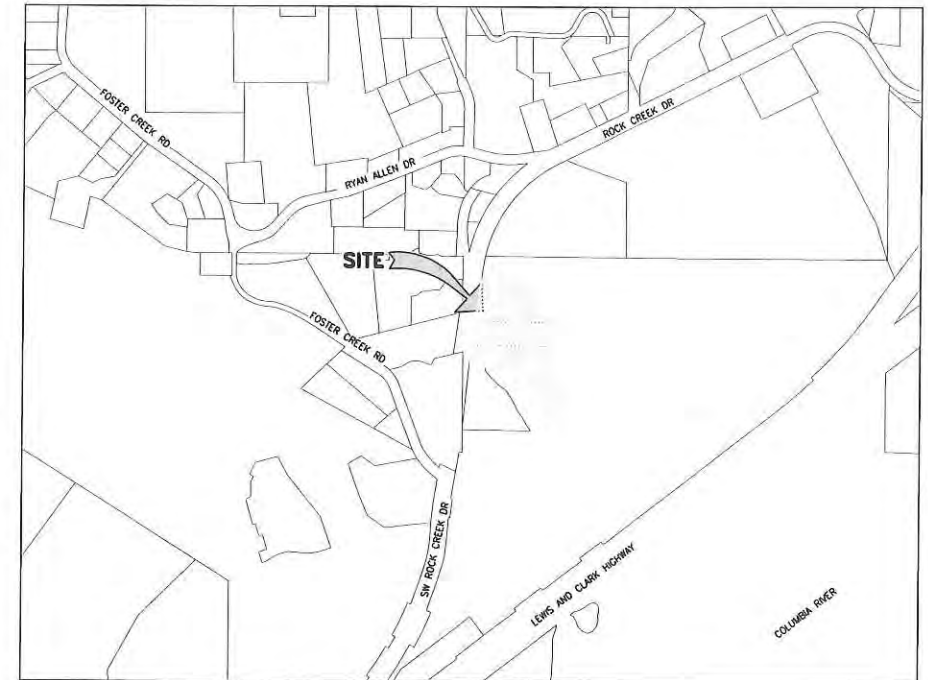
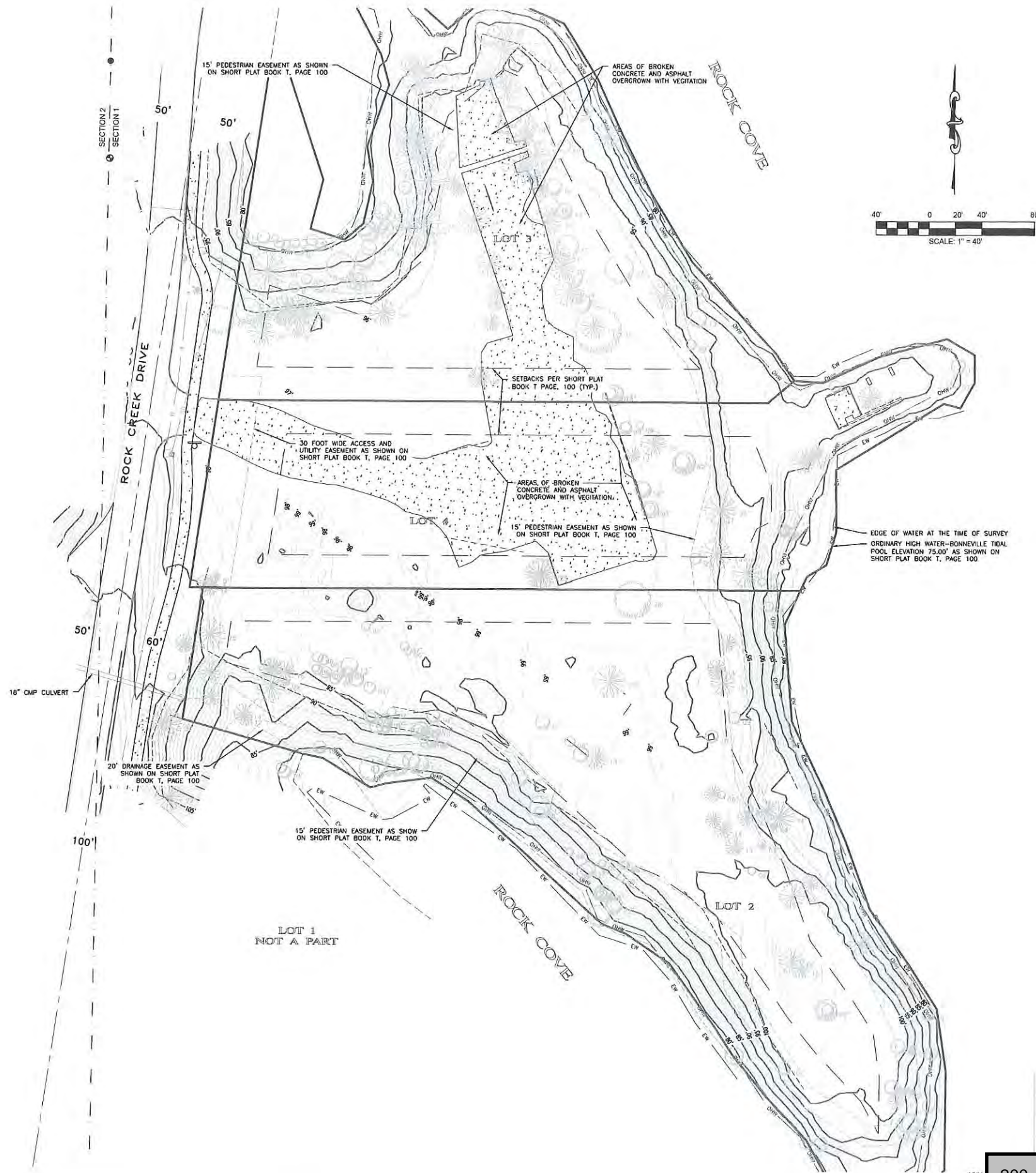
Lighting will be provided at both the pedestrian- and building-scale. Entryways, street lighting, and recreation areas will be lit to provide safe access throughout the development.

Sincerely,  
FDM Development, Inc.

Zachary Pyle, PE  
Project Engineer, Development Manager

Attachments:

1. Existing Conditions Plan
2. Preliminary Site Plan
3. Conceptual Phase 1 Building Elevations
4. Geotechnical Investigation
5. Cultural Resources Study
6. Preliminary Critical Areas Assessment



VICINITY MAP  
SCALE: 1" = 1000'

**LEGEND:**

	ROAD STRIPING
	FLOW LINE CURB
	STANDARD CURB
	EDGE OF PAVEMENT
	EDGE OF CONCRETE
	WALL-TOP
	WALL-TOE
	WATER
	DITCH FLOW LINE
	STORM SEWER
	GAS
	SANITARY SEWER
	EDGE OF WATER
	ORDINARY HIGH WATER LINE
	CENTERLINE
	RIGHT OF WAY
	BOUNDARY LINE
	LOT/PARCEL LINE
	EASEMENT
	SETBACK
	SECTION LINE
	CONCRETE HATCH
	MAJOR CONTOUR
	MINOR CONTOUR
	FOUND MONUMENT-ALUMINUM CAP
	FOUND MONUMENT-BRASS CAP
	FOUND MONUMENT - 5/8" IRON ROD
	SIGN
	SCHRUB/BUSH
	TREE - DECIDUOUS
	TREE - CONIFER
	SANITARY SEWER MANHOLE
	STORM CATCH BASIN
	STORM CULVERT
	FIRE HYDRANT
	WATER METER

**HORIZONTAL DATUM (BASIS OF BEARINGS):**  
PROJECT IS WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, SCALED TO GROUND AROUND CONTROL POINT #1 WITH A COMBINED SCALE FACTOR OF 1.00003427467. THE HORIZONTAL DATUM IS NAD83(2011) EPOCH 2010.00 BASED ON STATIC GPS OBSERVATIONS ON CONTROL POINT #1, PROCESSED THROUGH OPUS. UNITS ARE IN US SURVEY FEET.

**VERTICAL DATUM:**  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON STATIC GPS OBSERVATIONS ON POINT #1 PROCESSED THROUGH OPUS, USING GEOID 18.

**SURVEY NOTES**  
THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY. PARCEL LINEWORK SHOWN IS FOR INFORMATIONAL PURPOSES ONLY.  
OHW LINE WAS FIELD DETERMINED THROUGH A JOINT EFFORT BY ECOLOGICAL LAND SERVICES AND WASHINGTON DEPARTMENT OF ECOLOGY ON DECEMBER 30, 2019. FIELD SURVEY OF OHW FLAGS TOOK PLACE DEC. 30-31, 2019.

**S&F Land Services**

1725 N ROOSEVELT DR.  
STE B, SEASIDE, OR 97138  
(503) 738-3425

A PORTION OF TAX LOT 02-07-01-1300

SECTION 1, TOWNSHIP 4 NORTH,  
RANGE 7 EAST, WILLAMETTE MERIDIAN,  
SKAMANIA COUNTY, WASHINGTON

1921	200	WWW.SFLANDS.COM	JOB NO.	FIELD	EMAIL: INFO@SFLANDS.COM
		JAN 3, 2020	19-211-01	AS	DRAWN
					DJI
					CCS



PLOTTED ON: 2024/01/12 12:41 PM  
 PLOTTED BY: JOHNNY PYLE  
 REVISION: E:\CAD Drawings\2024\Rock Creek Cove\PLAN\C2.0 SITE PLAN.dwg



PROJECT SUMMARY

**PHASE 1**  
 16 3-BEDROOM CONDO UNITS OPERATED AS HOTEL  
 TOTAL 48 BEDROOMS  
 TOTAL 32,950 SF  
 PEDESTRIAN ACCESS TO NORTHERN PENINSULA  
 COVERED FIRE PIT  
 LANDSCAPE IMPROVEMENTS  
 STORMWATER FACILITIES CONSTRUCTION  
 MASS GRADING  
 TYPE S BUFFER OFF-SITE MITIGATION  
 BOUNDARY LINE ADJUSTMENT

**PHASE 2**  
 15,000 SQ FT COMMERCIAL VENUE SPACE  
 LANDSCAPE IMPROVEMENTS  
 OBSERVATION AREA AND BOAT RAMP RESTORATION AND  
 SAFETY IMPROVEMENTS

**PHASE 3**  
 5 STUDIO RENTALS  
 LANDSCAPE IMPROVEMENTS



ROCK CREEK COVE HOSPITALITY  
 MASTER PLAN  
 FDM DEVELOPMENT, INC.  
 STEVENSON, WA

ISSUE	DATE	PREPARED	DESCRIPTION

DESIGNED: Z. PYLE  
 SCALE  
 0' 40' 80'

SHEET TITLE  
 SITE PLAN

SHEET  
 C2.0



Receipt: 2282 02/07/2020  
Acct #: 1175 COPY  
City Of Stevenson  
7121 E. Loop Rd.  
PO Box 371  
Stevenson, WA 98648-0371  
(509) 427-5970

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Receipting Vendor

Planning Fees

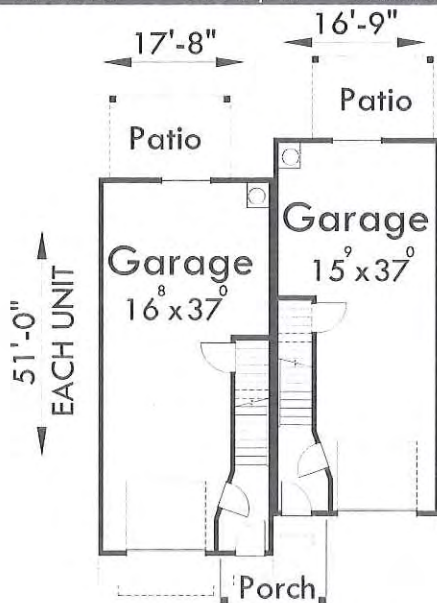
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SHOR2020-01 Pyle	1,000.00
CAP2020-01 Pyle	200.00
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Total:	1,400.00
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Ttl Tendered:	1,400.00
Change:	0.00

Issued By: Mary C.  
02/07/2020 09:06:03

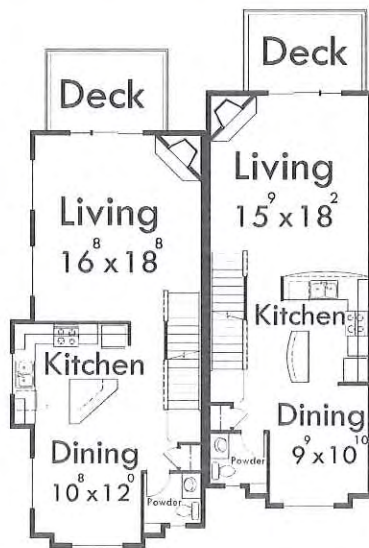
# Plan #F-540



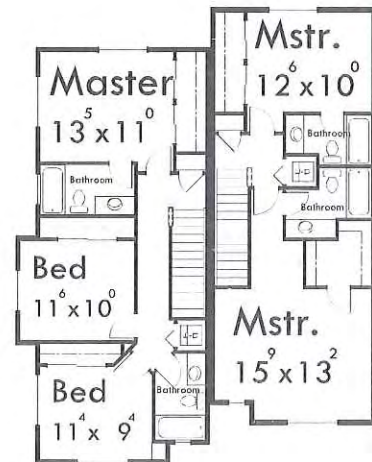
<b>END UNITS</b>		<b>MIDDLE UNITS</b>	
FIRST FLR.	54 sq. ft.	FIRST FLR.	54 sq. ft.
SECOND FLR.	752 sq. ft.	SECOND FLR.	692 sq. ft.
THIRD FLR.	715 sq. ft.	THIRD FLR.	651 sq. ft.
TOTAL	1521 sq. ft.	TOTAL	1397 sq. ft.
GARAGE	618 sq. ft.	GARAGE	583 sq. ft.



END UNITS MIDDLE UNITS



END UNITS MIDDLE UNITS



END UNITS MIDDLE UNITS

First floor

Second floor

Third floor



## **GEOTECHNICAL SITE INVESTIGATION REPORT**

### **PROPOSED ROCK CREEK COVE DEVELOPMENT**

**PARCEL # 02070100130200, 02070100130300 & 02070100130400**

**ROCK CREEK DRIVE, STEVENSON, WASHINGTON**

**GNN PROJECT NO. 219-1183**

**JANUARY 2020**

*Prepared for*

**FDM DEVELOPMENT INC.  
5101 NE 82ND AVENUE, SUITE 200  
VANCOUVER, WA 98662**



*Prepared by*

**GN NORTHERN, INC.  
CONSULTING GEOTECHNICAL ENGINEERS  
YAKIMA, WASHINGTON  
(509) 248-9798 / (541) 387-3387**

*Common Sense Approach to Earth and Engineering  
Since 1995*



*At GN Northern our mission is to serve our clients in the most efficient, cost effective way using the best resources and tools available while maintaining professionalism on every level. Our philosophy is to satisfy our clients through hard work, dedication and extraordinary efforts from all of our valued employees working as an extension of the design and construction team.*

January 13, 2020

FDM Development Inc.  
5101 NE 82nd Ave, Suite 200  
Vancouver, WA 98662

Attn: Zachary Pyle, PE, Development Manager

CC: F. Dean Maldonado, Principal

**Subject: Geotechnical Site Investigation Report  
Proposed Rock Creek Cove Development  
Parcel # 02070100130200, 02070100130300 & 02070100130400  
Rock Creek Drive, Stevenson, Washington**

**GNN Project No. 219-1183**

Gentlemen,

As requested, GN Northern (GNN) has completed a geotechnical site investigation for the proposed Rock Creek Cove vacation homes project to be constructed at the vacant site located on Rock Creek Drive, east of the intersection with Attwell Road, in the City of Stevenson, Washington.


Based on the findings of our subsurface study, we conclude that the site is suitable for the proposed construction provided that our geotechnical recommendations presented in this report are followed during the design and construction phases of the project.

This report describes in detail the results of our investigation, summarizes our findings and presents our recommendations concerning earthwork and the design and construction of foundation for the proposed project. It is important that GN Northern provide consultation during the design phase as well as field compaction testing and geotechnical monitoring services during the earthwork phase to ensure implementation of the geotechnical recommendations.


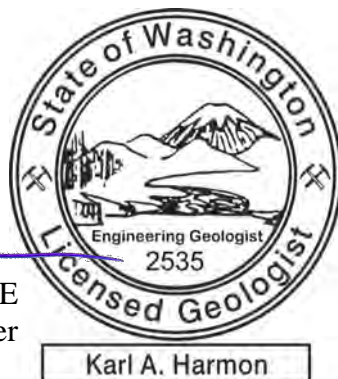
If you have any questions regarding this report, please contact us at 509-248-9798 or 541-387-3387.

Respectfully submitted,

**GN Northern, Inc.**



Karl A. Harmon, LEG, PE  
Senior Geologist/Engineer



M. Yousuf Memon, PE  
Geotechnical Engineer



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**APPENDICES**

- APPENDIX I – VICINITY MAP (FIGURE 1), SITE EXPLORATION MAP (FIGURE 2), CRITICAL AREAS MAP (FIGURE 3)
- APPENDIX II – EXPLORATORY TEST-PIT LOGS, KEY CHART (FOR SOIL CLASSIFICATION)
- APPENDIX III – LABORATORY TESTING RESULTS
- APPENDIX IV – SITE & EXPLORATION PHOTOGRAPHS
- APPENDIX V – HISTORIC AERIAL PHOTOGRAPHS
- APPENDIX VI – SLOPE STABILITY ANALYSIS
- APPENDIX VII – NRCS SOIL SURVEY

## 1.0 PURPOSE AND SCOPE OF SERVICES

This report has been prepared for the proposed Rock Creek Cove vacation homes project to be constructed at the vacant site located on Rock Creek Drive, east of the intersection with Attwell Road, in the City of Stevenson, Washington; site location is shown on the *Vicinity Map* (Figure 1, Appendix I). Our investigation was conducted to collect information regarding subsurface conditions and present recommendations for suitability of the subsurface materials to support the proposed building structures and allowable bearing capacity for the proposed construction.

GN Northern, Inc. has prepared this report for use by the client and their design consultants in the design of the proposed development. Do not use or rely upon this report for other locations or purposes without the written consent of GN Northern, Inc.

Our study was conducted in general accordance with our *Proposal for Geotechnical Engineering Services* dated October 29, 2019. Notice to proceed was provided in the form of a signed/authorized copy of our proposal via email on November 19, 2019.

A conceptual site plan (*Concept D*, prepared by FDM Development, dated 10/28/2019), along with a topographic survey of the project site (Lots 2, 3, and 4 of Rock Creek Cove, prepared by S&F Land Services, dated 12/11/2019), were provided by Mr. Pyle via email on December 17, 2019. Field exploration, consisting of twelve (12) test-pits and one (1) infiltration test, was completed on December 23, 2019. Locations of the exploratory test-pits and infiltration test are shown on the *Site Exploration Map* (Figure 2, Appendix I), and detailed test-pit logs are presented in Appendix II.

This report has been prepared to summarize the data obtained during this study and to present our recommendations based on the proposed construction and the subsurface conditions encountered at the site. Results of the field exploration were analyzed to develop recommendations for site development, earthwork, pavements, and foundation bearing capacity. Design parameters and a discussion of the geotechnical engineering considerations related to construction are included in this report.



## 2.0 PROPOSED CONSTRUCTION

Based on the preliminary information presented on the conceptual site plan and communication with your office, we understand that the proposed development will likely include approximately 15 to 25 structures. The various vacation rental structures are anticipated to consist of 6 to 8 single-room studio units along with 8 to 16 multi-story 3-bedroom units. Based on the current site layout, the studio units are planned across the southern finger, while the multi-story units are planned across the northern and western portions of the site. Proposed development will also include a 3-story central building with upstairs suite, central floor reception area, and lower floor kitchen and bar. Site development will also include associated infrastructure elements consisting of underground utilities, stormwater facilities, parking areas, and drive lanes. While the current site plan calls for a proposed wedding chapel/shelter on the eastern finger, we understand that development across this portion of the site may not be permitted.

Structural loading information was not available at the time of this report. Based on our experience with similar projects, we expect maximum wall loads to be on the order of 2,500 plf and maximum column loads to be less than 80 kips. It shall be noted that assumed loading is based on limited preliminary information provided at the time of this report. If loading conditions differ from those described herein, GNN should be given an opportunity to perform re-analysis. Settlement tolerances for structures are assumed to be limited to 1 inch, with differential settlement limited to ½ inch.

## 3.0 FIELD EXPLORATION & LABORATORY TESTING

The field exploration was completed on December 23, 2019. A local public utility clearance was obtained prior to the field exploration. Twelve (12) exploratory test-pits were completed at various locations within the footprint of the proposed development. Test-pits were excavated by Riley Materials using a Link-Belt 145x4 excavator to depths of approximately 8 to 14.5 feet below existing ground surface (BGS) and logged by a GNN field geologist/engineer. Additionally, an infiltration test was performed on the north side of the entrance driveway. Upon completion, all excavations were loosely backfilled with excavation spoils. Test-hole locations are shown on *Site Exploration Map* (Figure 2)

The soils observed during our field exploration were classified according to the Unified Soil Classification System (USCS), utilizing the field classification procedures as outlined in ASTM D2488. A copy of the USCS Classification Chart is included in Appendix II. Photographs of the site and exploration are presented in Appendix IV. Depths referred to in this report are relative to the existing ground surface elevation at the time of our investigation. The surface and subsurface conditions described in this report are as observed at the time of our field investigation.

Representative samples of the subsurface soils obtained from the field exploration were selected for testing to determine the index properties of the soils in general accordance with ASTM procedures. The following laboratory tests were performed:

**Table 1: Laboratory Tests Performed**

Test	To determine
Particle Size Distribution (ASTM D6913)	Soil classification based on proportion of sand, silt, and clay-sized particles
Natural Moisture Content (ASTM D2216)	Soil moisture content indicative of in-situ condition at the time samples were taken

Results of the laboratory test are included on the test-pit logs and are also presented in graphic form in Appendix III attached to the end of the report.

#### 4.0 SITE CONDITIONS

The project site is located east of the intersection of Rock Creek Drive and Attwell Road, approximately ½-mile north of State Highway 14, in the City of Stevenson, Washington. The 6.4-acre project site is currently comprised of three separate parcels identified by the Skamania County Assessor as Parcel Numbers: 020701001302000 (Lot 2), 020701001303000 (Lot 3), and 020701001304000 (Lot 4) located within the SW ¼ of the NW ¼ of Section 1, Township 2 North and Range 7 East, Willamette Meridian.

The subject site is generally characterized as an irregular shaped peninsula with several fingers extending east from Rock Creek Drive into Rock Cove. The majority of the upper surface of the site is relatively flat, while the irregular shaped peninsula fingers typically include steep slopes along the perimeter down to the shoreline. Surface conditions across the site include a variety of gravel covered and paved areas (asphalt and concrete), as well as areas with a dense growth of mature trees and vegetation, with selected areas across slope faces that include a veneer of angular

rock (apparent rip-rap). Recently placed stockpiles of apparent landscape clippings are present across an area located south of the existing entrance driveway.

Surface topography across the subject site has been historically altered by previous grading activity related to the preexisting use. The upper historically graded portions of the site are relatively flat at elevations ranging from approximately 95' to 101' across a majority of the site. Site grades step down towards that eastern finger with surface elevations ranging from approximately 87' to 90'. The surrounding edges of the various peninsula fingers typically include relatively steep slopes, with gradients as steep as 1H:1V, from the upper flat portions descending down to the shoreline.

The history of past use and development of the property was not investigated as part of our scope of services for this geotechnical site investigation. Based on our cursory review of available historic aerial photos (Appendix V) and topographic maps, along with a previously completed phase II environmental site assessment (Maul Foster Alongi, 2017), the site is known to have been historically developed with an industrial lumber mill facility. Scattered buried remnants related to the noted previous development and operations at the site including concrete foundation and slabs, miscellaneous utilities, trash and debris should be anticipated. Additionally, the eastern finger extending into Rock Cove appears to have been created by historic filling of the area between the main portion of the site and a preexisting island toward the eastern tip. The 1935 aerial photograph taken prior to historic site development of the site shows the site vicinity at the time when the Rock Cove had not been flooded by construction of the Bonneville Dam.

## **5.0 SITE & REGIONAL GEOLOGY**

The City of Stevenson and Skamania County are located in the South Cascades physiographic province that extends from the Columbia River to the south to Interstate 90 to the north, and is dominated by three massive stratovolcanoes. The current day volcanoes are the most recent installments of a 40-million-year-old volcanic complex called the Cascades Volcanic Arc. The bedrock geology of the western Columbia Gorge is dominated by Oligocene to early Miocene volcanoclastic rocks and minor interbedded lava flows of the ancestral Cascade Volcanic Arc. At many locations, the ancestral arc rocks are unconformably overlain by lava flows of the middle Miocene Columbia River Basalt Group, late Miocene to Pliocene fluvial deposits, or Quaternary olivine-phyric mafic lavas (Pierson et al., 2016).

The western part of the Columbia River Gorge is characterized by massive landslides on the Washington side, and the instability of these land masses is associated with abundant rainfall, high relief, composition and structure of the underlying rocks, tectonic uplift associated with the structural evolution of the Cascade Range and Yakima Fold Belt, and valley-side erosion by the incising Columbia River, which flows across the uplifting terrains (Pierson et al., 2016). The Cascade landslide complex is one such landslide feature that spans from the town of North Bonneville to the western portion of Stevenson. The Cascade landslide complex is subdivided into four individual landslides: the Carpenters Lake, Bonneville, and Red Bluffs landslides, as well as a reactivated part of the Red Bluffs landslide body known as the Crescent Lake landslide. Immediately east of the Cascade landslide complex is the newly recognized Stevenson landslide which is occupied by the City of Stevenson.

The project site is located near the eastern toe of the Red Bluffs landslide, approximately 1-mile east of the reactivated Crescent Lake landslide. The head scarp of the Red Bluffs landslide is located approximately 3½ miles northwest of the site. Surface geology at the site is mapped as Quaternary landslide deposits [Qls] of the Red Bluffs landslide (mass wasting deposits), consisting of poorly sorted blocks, boulders, gravels, and fines sediments produced by the gravitational failure and rotational-translational slide of bedrock and/or unconsolidated sediments above the bedrock (Korosec, 1987).

## **6.0 SUBSURFACE CONDITIONS**

Based on the findings of our field exploration, subsurface soils at the project site include a variably-thick layer of artificial fill soils likely associated with historic site development, atop the native silty gravel with sand stratum (mass wasting deposits). The undocumented artificial fill soils were noted to depths of approximately 3 to 8 feet across the upper portion of the site. Test-pit TP-9 excavated on the lower eastern finger encountered fill to the full depth of exploration (~8 feet) that is believed to represent historic fill placed to create new land. Fill soils were generally classified as silty gravel with sand and variable amounts of cobbles and boulders, and with some areas also including organics, wood debris and miscellaneous trash. The fill soils at the site are likely to be related to the previous historic development at the site. The apparent native underlying soils were classified as Silty Gravel with Sand (GM) and included varying amounts of cobbles and boulders. The native soil stratum typically appeared medium dense. Due to similar soil condition between

the upper fills and the underlying native stratum, the fill/native transition was typically ambiguous and therefore not clearly discernable within the test-pits. Test-pit logs in Appendix II show detailed descriptions and stratification of the soils encountered.

### **6.1 NRCS Soil Survey**

Although altered at the surface, the soil survey map of the site prepared by the Natural Resources Conservation Service (NRCS) identifies the site soils as *Arents* with typical profile described as *gravelly sandy loam* grading to *extremely gravelly sandy loam*. Based on the NRCS map (Appendix VII), these units generally consist of *well drained* materials.

### **6.2 Groundwater**

Groundwater was encountered within two of the exploratory test-pits at depths ranging from approximately 12 to 14 feet BGS at the time of our exploration in late December. Approximate correlating groundwater elevations ranged from approximately 83' in TP-3 in the western portion, down to 78' in TP-8 near the eastern portion. A review of the Washington Department of Ecology's online water well log database revealed a lack of nearby water wells in the site vicinity. Water levels within the adjacent Rock Cove portion of the Columbia River, controlled by the down-river Bonneville Dam, are typically noted at an elevation approximately 20 to 25 feet below the upper leveled-off site elevation. Therefore, we believe groundwater at the site is not directly affected by pool elevations in the Columbia River, and is likely controlled by the complex hydrogeological conditions of the up-gradient mass-wasting landslide deposits, as well as regional precipitation and snowmelt. Groundwater levels will fluctuate with irrigation, precipitation, drainage, and regional pumping from wells.

## **7.0 SOIL INFILTRATION TESTING**

A single infiltration test was performed on the north side of the existing entrance drive at a depth of approximately 5.5 feet BGS using a small-scale Pilot Infiltration Test (PIT). To the degree possible, care was exercised during excavation to attempt to maintain relatively uniform side walls, and the resulting size and geometry of the finished test-pit was carefully recorded in the field. Water was introduced into the test-pit using a garden hose connected to a nearby fire hydrant. The water flow into the test-pit was continued until the soils with the test-pit were saturated and a

constant flow rate was established. The stabilized inflow rate was measured and recorded, and the resulting un-factored infiltration rates are presented in the table below:

**Table 2: Infiltration Test Results**

Test ID	Approximate Location (GPS Coordinates)	Soil Tested	Field Infiltration Rate
P-1	45°41'20.69"N, 121°53'56.06"W	Silty Gravel	<b>4 inches/hour</b>

The infiltration rate presented herein represents the un-factored field soil infiltration rate. An appropriate factor of safety should be applied to the field infiltration rate to determine long-term design infiltration rate. Determination of safety factors for long-term design infiltration should consider the following: pretreatment, potential for bio-fouling, system maintainability, horizontal and vertical variability of soils, and type of infiltration testing. Typical factors of safety for these soils generally range from 2 to 3. If stormwater management facilities are selected at other locations, additional site-specific infiltration testing shall be performed.

**8.0 GEOLOGIC HAZARDS**

Potential geologic hazards that may affect the proposed development include: [i] landslides & slope instability, [ii] seismic hazards (ground shaking, surface fault rupture, soil liquefaction, and other secondary earthquake-related hazards), and [iii] flooding & erosion. The perimeter/shoreline edges of the subject property are generally all mapped by the City of Stevenson’s Critical Areas & Geologic Hazards Map as ‘Potentially Unstable Slope’ which refers to an area with slopes of 25% or greater per Stevenson Municipal Code (SMC), Chapter 18.13, Section 18.13.090, Critical Area - Geologically Hazardous Areas. A discussion follows on the specific hazards to this site:

**8.1 Landslides**

As discussed above in Section 5.0, the project site lies within the Cascade landslide complex that is subdivided into four individual landslides (Carpenters Lake, Bonneville, Red Bluffs, & Crescent Lake landslide). The Bonneville landslide has been dated to have occurred from 1416-1452 A.D. by a combination of dating methods. The Red Bluffs landslide has crosscutting morphologic features suggesting a younger age than that of the Bonneville landslide, with an age range of 1760-1770 A.D. The Crescent Lake landslide has reactivated within the last few decades and currently is moving downslope at an average rate of 11–18 cm/year and possibly as fast as 25 cm/year (Pierson et al., 2016). Results of another recent study (Hu et al., 2015) showed that the central upper part of

the Crescent Lake landslide moved a total of 700 mm downslope during a 4-year observation period from 2007 to 2011, and that the movement was seasonal and showed a strong correlation with winter precipitation. In contrast to the Crescent Lake landslide, coherent parts of Red Bluffs, Bonneville and Stevenson landslides were observed to remain stable during the observation period.

Although considered a recent landslide (< 1,000 years old), the Red Bluffs landslide is not considered an active landslide (movement in last 20 years). Based on Table 18.13.090-1, Landslide Hazard Classification, of the Stevenson Municipal Code (SMC), the landslide hazard for the site classifies as ‘Moderate Hazard’.

### ***8.2 Regional Faulting & Surface Fault Rupture***

The nearest regional faulting with Quaternary displacement (< 130,000 years) consists of the faults near The Dalles located approximately 12 miles east of the project site (Czajkowski, 2014). Published slip rates for these faults are listed at less than 0.2 mm/year. For the purposes of this report, an active fault is defined as a fault that has had displacement within the Holocene epoch or last 11,700 years. Due to the lack of any known active fault traces in the immediate site vicinity, surface fault rupture is unlikely to occur at the subject property. While future fault rupture could occur at other locations, rupture would most likely occur along previously established fault traces.

### ***8.3 Earthquakes & Seismic Conditions***

Earthquakes caused by movements along crustal faults, generally in the upper 10 to 15 miles, occur on the crust of the North America tectonic plate when built-up stresses near the surface are released. The two largest crustal earthquakes felt in the state of Washington included the 1872, M 6.8 quake near Lake Chelan and the 1936, M 6.0 Walla Walla earthquake. Noteworthy to the City of Stevenson, the Mount Saint Helens Seismic Zone is located approximately 30 miles towards the north-northwest. The following list provides information gathered from the online USGS database regarding historic earthquakes ( $\geq 4.0$  M) within the past 50 years for epicenters within 100 kilometers of project site, sorted by magnitude (largest to smallest):

**Table 3: Earthquakes within 100-kilometers of project site**

<b>Date(s) of Event</b>	<b>Magnitude(s)</b>	<b>Nearby Faults / Seismic Zone</b>	<b>Approx. Distance from Site (miles)</b>
March to May, 1980	4.0 - 5.7	Mt. Saint Helens Seismic Zone	33 – 47
March 25, 1993	5.6	Mt. Angel Fault Zone	57
February 14, 1981	5.2	Mt. Saint Helens Seismic Zone	48

May 13, 1981	4.5	Mt. Saint Helens Seismic Zone	50
June 29, 2002	4.5	Faults near The Dalles	26
March 1, 1982	4.4	Mt. Saint Helens Seismic Zone	48
February 14, 2011	4.3	Mt. Saint Helens Seismic Zone	44
July 14, 2008	4.2	<i>Unknown</i>	60
December 13, 1974	4.1	Faults near The Dalles	33
February 2, 1981	4.0	Toppenish Ridge Fault Zone	59

Based on seismic scenarios published by the Washington State Department of Natural Resources (DNR), M 7.0 Mount Saint Helens and M 7.1 Mill Creek earthquake events would result in a shaking intensity of ‘V’ (moderate shaking) on the Modified Mercalli Intensity (MMI) scale. We further used the USGS deaggregation tool which provides the relative contributions of hazard for each seismic source based on Probabilistic Seismic Hazard Analysis (PSHA). Based on the deaggregation, it appears that about 23% of the contribution to the probabilistic hazard at the site comes from the Cascadia Subduction Zone, with the remaining contribution primarily from the shallower sources.

#### **8.4 Soil Liquefaction**

Liquefaction is the loss of soil strength from sudden shock (usually earthquake shaking), causing the soil to become a fluid mass. In general, for the effects of liquefaction to be manifested at the surface, groundwater levels must be within 50 feet of the ground surface and the soils within the saturated zone must also be susceptible to liquefaction. Based on the published Liquefaction Susceptibility Map of Skamania County, Washington (Palmer et al., 2004a), the site is mapped with a ‘low to moderate’ relative susceptibility for seismically-induced liquefaction to occur. A detailed assessment of the liquefaction potential at the site, including liquefaction-induced settlement and the effects of lateral spreading, is beyond the scope of this investigation.

#### **8.5 Secondary Seismic Hazards**

Additional secondary seismic hazards related to ground shaking include ground subsidence, tsunamis, and seiches. The site is far inland, so the hazard from tsunamis is non-existent. The potential hazard of seiches from a significant seismic event is relatively low for development on the upper portion of the project site that is elevated approximately 20 to 25 feet above Rock Cove.



### **8.6 Site Slopes**

Surface topography across the subject site has been historically altered by previous grading activity related to the preexisting lumber mill facility. The upper historically graded portions of the site are relatively flat at elevations ranging from approximately 95' to 101'. The surrounding edges of the various peninsula fingers typically include relatively steep slopes, with gradients as great as 1H:1V, from the upper flat portions descending down to the shoreline. A field reconnaissance of the subject property was performed to observe site conditions and look for common geomorphic features of landslides as well as indications of possible signs demonstrating recent activity and instability of slide masses. While several areas across the site include a relatively dense cover of vegetation, no apparent indications of recent failures or significant slope instability were observed. Section 9.0 presents results of a preliminary slope stability analysis completed at the site and Section 12.0 provides recommendations for appropriate structure setbacks.

### **8.7 Flooding and Erosion**

The subject property is mapped by Federal Emergency Management Agency (FEMA) as Zone 'C' which translates to areas of minimal flooding. Portions of the subject property are however situated in areas where sheet flow and erosion may occur. Soil erodibility is only one of several factors affecting the erosion susceptibility. Soil erosion by water also increases with the length and steepness of the site slopes due to the increased velocity of runoff and resulting greater degree of scour and sediment transport. The need for and design of erosion protection measures is within the purview of the design Civil Engineer. Appropriate erosion and sediment control plan(s) and a drainage plan shall be prepared by the project civil engineer with the final construction drawings. Erosion should be mitigated with appropriate BMPs consisting of proper drainage design including collecting and disposal (conveyance) of water to approved points of discharge in a non-erosive manner. Appropriate project design, construction, and maintenance will be necessary to mitigate the site erosion hazards.

## **9.0 SLOPE STABILITY ANALYSIS**

A preliminary slope stability analysis was conducted for a critical slope section across the southern finger as shown on Figure 2. The analysis was conducted using a generalized geologic cross-section model developed from the existing site topography and data obtained from our subsurface exploration. An output of our slope stability analysis is attached in Appendix VI.

The slope stability analysis was conducted by a two-dimensional limit equilibrium stability analysis of selected trial failure surfaces using the computer program *SLIDE (Version 7)*. Potential circular-arc failure surfaces were evaluated using the Spencer method under static conditions. The computer program searched for critical potential failure surfaces with low computed factors of safety. The computed factor of safety (FS) against slope failure is simply the ratio of total resisting forces or moments (strength of the slope) to the total driving forces or moments for planar or circular failure surfaces respectively. A slope with a factor of safety of 1.0 is in equilibrium, indicating that the disturbing forces driving the slope down are equal to its strength to resist failure. Simply put slope-failure result when the strength of the slope is overcome by gravity.

The selection of unit weight and shear strength parameters for the various earth materials were based on judgment and data obtained during our field investigation, laboratory testing, review of previous studies, research and previous experience with similar materials in similar geotechnical and geologic settings. Engineering and geologic judgment must be applied to the estimated shear strength parameters in order to consider lateral and vertical variations in the subsurface conditions, such as degree of cementation, fracturing, planes of weakness, and gradational characteristics. The following geotechnical strength parameters were used in our stability calculations:

**Table 4: Estimated Strength Parameters**

Material	Shear Strength Parameters		Unit Weight (pcf)
	Friction Angle: $\phi$	Cohesion: c (psf)	
Fill/Disturbed Soil	33	25	120
Native Silty Gravel w/ Sand	35	50	130 (moist)
			138 (saturated)

GN Northern recommends that any existing or reconfigured slopes should meet or be designed and constructed to meet a minimum factor of safety of 1.5 for the static condition and 1.1 under seismic loading. Based on the results of our slope stability analysis, we conclude that the steep perimeter slopes do not meet minimum recommended safety factors. Consequently, the currently proposed layout with future structures sited at/over the edge of slopes is generally considered unfeasible, and remedial grading and/or other appropriate mitigation measures will be required to increase slope safety factors and provide adequate subgrade support for the proposed structures.

In lieu of appropriate remediation of the slope stability concerns, in order to provide sufficient vertical and lateral support for the proposed foundations without significant risk of detrimental settlement, appropriate increased setbacks/embedment for the new building foundations should be maintained. It should be understood however that while the proposed structures may not be at significant risk from slope instability, the existing slopes will remain at risk for some future failure if not appropriately remediated.

## 10.0 SEISMIC DESIGN PARAMETERS

Based on subsurface data obtained during or field exploration, along with our review of the published NEHRP Site Class Map of Skamania County, Washington (Palmer et al., 2004b), a site class ‘D’ as defined by 2015 International Building Code (IBC) is applicable. According to Mapped Spectral Acceleration obtained from the USGS Seismic Design Maps using the 2015 IBC, the following site-specific design values may be used:

**Table 5: IBC Design Response Spectra Parameters**

Seismic Design Parameter	Value (unit)
$S_s$	0.657 (g)
$S_1$	0.292 (g)
$F_a$	1.274 (unitless)
$F_v$	1.816 (unitless)
$SM_s$	0.837 (g)
$SM_1$	0.530 (g)
$SD_s$	0.558 (g)
$SD_1$	0.354 (g)

$S_s$  = MCE spectral response acceleration at short periods

$S_1$  = MCE spectral response acceleration at 1-second period

$F_a$  = Site coefficient for short periods

$F_v$  = Site coefficient for 1-second period

$SM_s$  = MCE spectral response acceleration at short periods as adjusted for site effects

$SM_1$  = MCE spectral response acceleration at 1-second period as adjusted for site effects

$SD_s$  = Design spectral response acceleration at short periods

$SD_1$  = Design spectral response acceleration at 1-second period

It shall be noted that determination of an appropriate site class requires shear wave velocity, soil undrained shear strength, or standard penetration resistance (N-value) data in the upper 100 feet of the subsurface profile, which was beyond the scope of this investigation.

## 11.0 SUMMARY OF FINDINGS & CONCLUSIONS

Conditions imposed by the proposed development have been evaluated on the basis of assumed elevations and engineering characteristics of the subsurface materials encountered in the exploratory test-pits, and their anticipated behavior both during and after construction. The following is a summary of our findings, conclusions and professional opinions based on the data obtained from a review of selected technical literature and the site evaluation.

- Based on the findings of this geotechnical evaluation and our understanding of the proposed development, from a geotechnical perspective, it is our opinion that the site is suitable for the proposed development, provided the soil design parameters and site-specific recommendations in this report are followed in the design and construction of the project.
- Final design plans for the proposed development, including grading, drainage and finished elevations, were not provided at the time of this report. Once the plans are finalized, GNN **must** be provided an opportunity to review final design plans to provide revised recommendations if/as necessary.
- Site soils include a variably-thick layer of artificial fill soils believed to be related to historic site development, atop the native silty gravels with sand. The undocumented artificial fill soils, largely made-up of similar soils that were apparently derived from onsite and/or near sources, extend to depths ranging from 3 to 8 feet and include some areas with miscellaneous trash and debris. Our estimation of the depth of fill materials is based on selected, localized points of exploration, and cannot quantify the full extent of the onsite fill. Additional undocumented fill soils with trash/debris, buried within the subsurface profile, may extend to greater depths at isolated locations across the site.
- Groundwater was encountered within the two of our test-pits at depths ranging from approximately 12 to 14 feet BGS at the time of our exploration in late December. Approximate correlating groundwater elevations ranged from approximately 83' in TP-3 in the western portion, down to 78' in TP-8 near the eastern portion. We believe groundwater at the site is not directly affected by pool elevations in the Columbia River, and is likely controlled by the complex hydrogeological conditions of the up-gradient mass-wasting landslide deposits, as well as regional precipitation and snowmelt.

- The onsite silty gravel soils, screened and processed to be free of oversize rocks (>5 inches) and any deleterious materials including trash and debris, are generally suitable for reuse as engineered fill and utility trench backfill.
- The proposed building structures may be supported on conventional shallow foundations bearing on a layer of crushed rock atop the recompacted native subgrade in accordance with the recommendations of this report. However, due to presence of artificial fill soils across future building footprints, over-excavation of the existing fill soils to a competent native stratum and replacement with engineered fill will be required.
- Due to ecological constraints, it appears that remedial grading of the onsite slopes to improve long-term stability is not considered feasible. Therefore, deeper embedment of the building foundations will be required in order to meet the minimum setback requirements while ignoring the stability of the onsite slopes.
- Appropriate slope setbacks for future structures should be incorporated in the final planning and design of the project. Slopes setbacks shall adhere to IBC 2015 Section 1808.7 *Foundations on or Adjacent to Slopes*, as well as the recommendations of this report.
- Site grading shall incorporate the requirements of IBC 2015, Appendix J *Grading*.
- Upon completion, all test-pit excavations were loosely backfilled with excavation spoils. The contractor is responsible to locate the test-pits to re-excavate the loose soils and re-place as compacted engineered fill.
- The underlying geologic condition for seismic design is site class 'D'. The *minimum* seismic design should comply with the 2015 International Building Code (IBC) and ASCE 07-10, *Minimum Design Loads for Buildings and Other Structures*.
- The near-surface site soils are susceptible to wind and water erosion when exposed during grading operations. Preventative measures and appropriate BMPs to control runoff and reduce erosion should be incorporated into site grading plans.
- Based on our evaluation, the risk for liquefaction at the project site is considered low to moderate. A site-specific liquefaction analysis to assess the risk of soil liquefaction and liquefaction-induced settlement was beyond the scope of this geotechnical evaluation and would require additional exploration including a 50-foot deep boring with continuous penetration testing.

## 12.0 GEOTECHNICAL RECOMMENDATIONS

The following geotechnical recommendations are based on our current understanding of the proposed project as shown on the conceptual site plan (Concept D, prepared by FDM Development, dated 10/28/2019), and as described in Section 2.0 of this report. The report is prepared to comply with the 2015 International Building Code Section 1803, Geotechnical Investigations, and as required by Subsection 1803.2, Investigations Required. Please note that Soil Design Parameters and Recommendations presented in this report are predicated upon appropriate geotechnical monitoring and testing of the site preparation and foundation and building pad construction by a representative of GNN's Geotechnical-Engineer-of-Record (GER). Any deviation and nonconformity from this requirement may invalidate, partially or in whole, the following recommendations. We recommend that we be engaged to review grading and foundation plans in order to provide revised, augmented, and/or additional geotechnical recommendations as required.

### *12.1 Site Development – Grading*

Site grading shall incorporate the requirements of IBC 2015 Appendix J. The project GER or a representative of the GER should observe site clearing, grading, and the bottoms of excavations before placing fills. Local variations in soil conditions may warrant increasing the depth of over-excavation and recompaction. Seasonal weather conditions may adversely affect grading operations. To improve compaction efforts and prevent potential pumping and unstable ground conditions, we suggest performing site grading during dryer periods of the year.

Soil conditions shall be evaluated by in-place density testing, visual evaluation, probing, and proof-rolling of the imported fill and re-compacted on-site soil as it is prepared to check for compliance with recommendations of this report. A moisture-density curve shall be established in accordance with the ASTM D1557 method for all onsite soils and imported fill materials used as structural fill.

### *12.2 Clearing and Grubbing*

At the start of site grading, any vegetation, large roots, non-engineered/artificial fill, including trash and debris, and any abandoned underground utilities shall be removed from the proposed building and structural areas. The surface shall be stripped of all topsoil and/or organic growth

(vegetation) that may exist within the proposed structural areas. The topsoil and organic rich soils shall either be stockpiled on-site separately for future use or be removed from the construction area. Depth of stripping can be minimized with real-time onsite observation of sufficient removals. Areas disturbed during clearing shall be properly backfilled and compacted as described below.

### ***12.3 Suitability of the Onsite Soils as Engineered Fill***

The onsite silty gravel with sand soils, screened and processed to be free of oversize rocks (>5 inches) and deleterious materials including trash and debris, are generally suitable for reuse as engineered fill and utility trench backfill. Suitable onsite soils shall be placed in maximum 8-inch lifts (loose) and compacted to at least 95% relative compaction (ASTM D1557) near its optimum moisture content. Compaction of these soils shall be performed within a range of  $\pm 2\%$  of optimum moisture to achieve the proper degree of compaction.

### ***12.4 Temporary Excavations***

It shall be the responsibility of the contractor to maintain safe temporary slope configurations since the contractor is at the job site, able to observe the nature and conditions of the slopes and be able to monitor the subsurface conditions encountered. Unsupported vertical cuts deeper than 4 feet are not recommended if worker access is necessary. The cuts shall be adequately sloped, shored or supported to prevent injury to personnel from caving and sloughing. The contractor and subcontractors shall be aware of and familiar with applicable local, state and federal safety regulation including the current OSHA Excavation and Trench Safety Standards, and OSHA Health and Safety Standards for Excavations, 29 CFR Part 1929, or successor regulations.

According to chapter 296-155 of the Washington Administrative Code (WAC), it is our opinion that the soil encountered at the site is classified as Type C soils. We recommend that temporary, unsupported, open cut slopes shall be no steeper than 1.5 feet horizontal to 1.0 feet vertical (1.5H:1V) in Type C soils. No heavy equipment should be allowed near the top of temporary cut slopes unless the cut slopes are adequately braced. Final (permanent) fill slopes should be graded to an angle of 2H:1V or flatter. Where unstable soils are encountered, flatter slopes may be required.

### ***12.5 Utility Excavation, Pipe Bedding and Trench Backfill***

To provide suitable support and bedding for the pipe, we recommend the utilities be founded on suitable bedding material consisting of clean sand and/or sand & gravel mixture. To minimize trench subgrade disturbance during excavation, the excavator should use a smooth-edged bucket rather than a toothed bucket.

Pipe bedding and pipe zone materials shall conform to Section 9-03.12(3) of the *WSDOT Standard Specifications*. Pipe bedding should provide a firm uniform cradle for support of the pipes. A minimum 4-inch thickness of bedding material beneath the pipe should be provided. Prior to installation of the pipe, the pipe bedding should be shaped to fit the lower part of the pipe exterior with reasonable closeness to provide uniform support along the pipe. Pipe bedding material should be used as pipe zone backfill and placed in layers and tamped around the pipes to obtain complete contact. To protect the pipe, bedding material should extend at least 6 inches above the top of the pipe.

Placement of bedding material is particularly critical where maintenance of precise grades is essential. Backfill placed within the first 12 inches above utility lines should be compacted to at least 90% of the maximum dry density (ASTM D1557), such that the utility lines are not damaged during backfill placement and compaction. In addition, rock fragments greater than 1 inch in maximum dimension should be excluded from this first lift. The remainder of the utility excavations should be backfilled and compacted to 95% of the maximum dry density as determined by ASTM D1557.

Onsite soils are considered suitable for utility trench backfill provided they are free of oversize material and trash/debris and can be adequately compacted. All excavations should be wide enough to allow for compaction around the haunches of pipes and underground tanks. We recommend that utility trenching, installation, and backfilling conform to all applicable federal, state, and local regulations such as OSHA and WISHA for open excavations.

Compaction of backfill material should be accomplished with soils within  $\pm 2\%$  of their optimum moisture content in order to achieve the minimum specified compaction levels recommended in this report. However, initial lift thickness could be increased to levels recommended by the



**12.6 Imported Crushed Rock Structural Fill**

Imported structural fill shall consist of well-graded, crushed aggregate material meeting the grading requirements of Washington State Department of Transportation (WSDOT) Standard Specification 9-03.9(3) (1-1/4 inch minus Base Course Material) presented here:

**Table 6: WSDOT Standard Spec. 9-03.9(3)**

Sieve Size	Percent Passing (by Weight)
1¼ Inch Square	99 - 100
1 Inch Square	80 - 100
5/8 Inch Square	50 – 80
U.S. No. 4	25 - 45
U.S. No. 40	3 – 18
U.S. No. 200	Less than 7.5

A fifty (50) pound sample of each imported fill material shall be collected by GNN personnel prior to placement to ensure proper gradation and establish the moisture-density relationship (proctor curve).

**12.7 Compaction Requirements for Engineered Fill**

All fill or backfill shall be approved by a representative of the GER, placed in uniform lifts, and compacted to a minimum 95% of the maximum dry density as determined by ASTM D1557. The compaction effort must be verified by a representative of the GER in the field using a nuclear density gauge in accordance with ASTM D6938. The thickness of the loose, non-compacted, lift of structural fill shall not exceed 8 inches for heavy-duty compactors or 4 inches for hand operated compactors.

**12.8 Building Pad & Foundation Subgrade Preparation**

Building structures may be supported on conventional shallow foundations bearing on subgrade prepared in accordance with the recommendations of this report. We recommend that all building foundations, including all exterior footings, interior footings and isolated column footings for any over-hang patio roof/decks, be supported on uniform improved native subgrade support conditions. The minimum footing depth shall be 24 inches below adjacent grades for frost protection and bearing capacity considerations. Interior footings may be supported at nominal depths below the floor. All footings shall be protected against weather and water damage during/after construction.

Following completion of site clearing and grubbing operations, all foundation areas shall be over-excavated to expose the native silty gravels. We anticipate the native soils in the vicinity of the currently proposed building footprints will range from depths of approximately 3 to 8 feet BGS. In order to reduce the risk of differential settlement, we recommend the differential in depth of foundation over-excavation (thickness of fill) be limited to 50%; i.e. if the deepest required foundation over-ex is 6 feet, then no portion of the foundation excavation shall be less than 3 feet below footing elevation. The exposed native gravelly stratum shall be moisture-conditioned (as necessary) and proof-compacted to a dense and non-yielding surface. Any soft spots encountered during compaction shall be over-excavated an additional 12 inches and replaced as compacted fill. Although not anticipated, deeper foundation over-excavations may extend into groundwater; consequently, employment of appropriate means of dewatering by the contractor may be required.

Foundation backfill shall consist of suitable screened/processed onsite soils (see *Suitability of Onsite Soils as Engineered Fill*) and/or imported 2-inch minus Gravel Borrow material (meeting the grading and quality requirements of WSDOT Standard Spec. Sec. 9-03.14(1)). The upper 12 inches of backfill directly below the foundations shall consist of imported 1/4"-minus crushed rock structural fill placed as engineered fill, moisture-conditioned and compacted to at least 95% of the maximum dry density as determined by the ASTM D1557. Crushed rock structural fill shall extend minimum 12 inches beyond the edges of the footings.

Where future buildings are proposed near or on the existing slopes, building foundations will be required to be constructed with appropriate setbacks in accordance with IBC 2015 Section 1808.7 (see *Slope Setbacks* section below). In general, if buildings are constructed with the current proposed layout, deeper embedment of the foundations will be required in order to meet the minimum setback, such that a minimum distance of 10 feet from the exterior face of the footings to a projected 2H:1V slope face from the toe of the existing slope is maintained. These recommendations may require the need for stepped foundations across the building structure, or deeper foundations such as taller stem-walls or columns.

Footings constructed in accordance with the above recommendations may be designed for an allowable bearing capacity of **2,500 pounds per square foot (psf)**. The allowable bearing pressure may be increased by 1/3 for short-term transient loading conditions. The estimated total settlement

for footings is approximately 1-inch with differential settlement less than half that magnitude. The weight of the foundation concrete below grade may be neglected in dead load computations.

Lateral forces on foundations from short term wind and seismic loading would be resisted by friction at the base of foundations and passive earth pressure against the buried portions. We recommend an allowable passive earth pressure for the compacted onsite soil of **220 pcf**. This lateral foundation resistance value includes a factor of safety of 1.5. We recommend a coefficient of friction of **0.45** be used between cast-in-place concrete and imported crushed rock fill. An appropriate factor of safety should be used to calculate sliding resistance at the base of footings.

### ***12.9 Slab-on-Grade Floors***

We recommend placing a minimum 6-inch layer of crushed aggregate fill beneath all slabs. The material shall meet the WSDOT Specification 9-03.9 (3), “Crushed Surfacing Top Course”. The crushed rock material shall be compacted to at least 95% of the maximum dry density as determined by the ASTM D1557 method. Prior to placement of crushed aggregate fill, the building pad shall be prepared as described above in the *Building Pad & Foundation Subgrade Preparation* section. We recommend a modulus of subgrade reaction equal to 120 pounds per cubic inch (pci) based on a value for gravel presented in the Portland Cement Association publication No. EB075.01D. Slab thickness, reinforcement and joint spacing shall be determined by a licensed engineer based on the intended use and loading.

An appropriate vapor retarder (15-mil polyethylene liner) shall be used (ASTM E1745/E1643) beneath areas receiving moisture sensitive resilient flooring/VCT where prevention of moisture migration through slab is essential. The slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder. The architect shall determine the need and use of a vapor retarder.

### ***12.10 Retaining Walls***

The following table presents recommendations for lateral earth pressures for use in retaining wall design. The values are given in terms of equivalent fluid pressures without surcharge loads and are based on the assumption that proper drainage is provided behind the wall, the backfill is horizontal and that no-buildup of hydrostatic pressure occurs.

**Table 7: Lateral Earth Pressures**

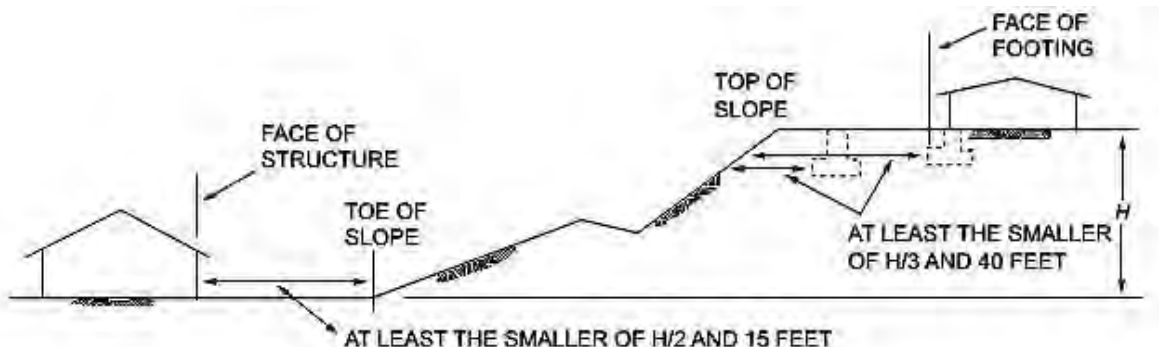
Lateral Pressures	Suitable Onsite Soils
Active Pressure Use when wall is permitted to rotate 0.1 to 0.2% of wall height for granular backfill	38 pcf - level ground
At-Rest Pressure	56 pcf - level ground

Drainage: Retaining structures should include adequate back drainage to avoid build-up of hydrostatic pressures. Positive drainage for retaining walls should consist of a vertical layer of permeable material (chimney drain), such as a pea gravel or crushed rock (typically ¼- to ¾-inch crushed), at least 18 inches thick, positioned between the retaining wall and the backfill. We recommend installing a non-woven filter fabric such as Mirafi 140N between the drainage material and the general backfill to prevent fines from migrating into the drainage material. A 4-inch diameter perforated or slotted drain-pipe, wrapped or socked in filter fabric, shall be installed at the bottom of the chimney drain.

Backfill and Subgrade Compaction: Compaction on the retained side of the wall within a horizontal distance equal to one wall height should be performed by hand-operated or other lightweight compaction equipment. This is intended to reduce potential locked-in lateral pressures caused by compaction with heavy grading equipment. Retaining wall foundations and subgrade improvements shall be constructed in accordance with the recommendations of this report.

**12.11 Slope Setbacks**

In accordance with IBC 2015 Section 1808.7 *Foundations on or Adjacent to Slopes*: “foundations on or adjacent to slope surfaces shall be founded in firm material with an embedment and setback from the slope surface sufficient to provide vertical and lateral support for the foundation without detrimental settlement.” IBC Figure 1808.7.1 (presented below) defines the appropriate minimum setbacks from ascending and descending slope surfaces:



Appropriate setbacks can be accommodated by lateral offset and/or increased embedment. The long-term performance of the structure near slopes is dependent on the protection of slopes from erosion or over steepening from subsequent slope grading. Slopes should be maintained to prevent erosion or undermining of the toe.

### ***12.12 Flexible Pavement***

Due to the presence of undocumented fills throughout the project site, remedial grading will be required to minimize the risk of pavement distress. We recommend that the new pavement section be constructed on an improved subgrade. Due to the presence of artificial fills soils that include some miscellaneous trash and debris, the pavement subgrade over-excavation be completed in accordance with one of the following two options:

- (1) Pavement areas shall be fully over-excavated to remove the artificial fill soils. Based on our site exploration, we anticipate that the maximum depth of excavation could be as great as approximately 8 feet.
- (2) Excavate the proposed pavement areas to a minimum depth of 12 inches BGS. We recommend installing a Mirafi 600X geotextile fabric at the bottom of the over-ex. It must be understood that if this option is selected, the owner must accept some risks related to future distresses to the pavements including the potential for settlement and cracking.

After appropriate over-excavation is complete and confirmed by a representative of the GER, the exposed native subgrade shall be moisture-conditioned and compacted to a dense and non-yielding surface. After a suitable subgrade is confirmed by a representative of the GER, the over-excavation shall be backfilled with engineered structural fill soil consisting of suitable/screened onsite soil (see Section 12.3) and/or imported 2-inch minus Gravel Borrow material (meeting the grading and quality requirements of WSDOT Standard Spec. Sec. 9-03.14(1)). Engineered structural fill soils shall be placed in max. 8-inch thick loose lifts and each lift compacted to 95% of ASTM D1557. The following table presents recommended light duty and heavy-duty asphalt pavement sections for proposed project to constructed atop the prepared subgrade:

**Table 8: Recommended Asphalt Concrete Paving Sections**

Traffic	Asphalt Thickness (inches)	Crushed Aggregate Base Course (inches)
Heavy Duty†	4.0	10*
Standard Duty ††	3.0	6

†Heavy duty applies to pavements subjected to truck traffic and drive lanes

††Standard duty applies to general parking areas

\*The upper 2” of crushed rock should be top course rock placed over the base course layer

Pavement section recommendations assume proper drainage and construction monitoring. Pavement shall be constructed on a dense and non-yielding surface. All fills used to raise low areas must be compacted structural fills and shall be placed under engineering control conditions.

Soils containing roots or organic materials shall be completely removed from the proposed paved areas prior to subgrade construction. The upper 12 inches of subgrade soils beneath the pavement section shall be moisture conditioned and proof-compacted to a dense and non-yielding condition. All fills used to raise low areas must be compacted onsite soils or structural gravel fill and shall be placed under engineering control conditions. The finished surface shall be smooth, uniform and free of localized weak/soft spots. All subgrade deficiency corrections and drainage provisions shall be made prior to placing the aggregate base course. All underground utilities shall be protected prior to grading.

The HMAC utilized for the project should be designed and produced in accordance with Section 5-04 Hot Mix Asphalt of the *Washington Department of Transportation 2014 Standard Specifications for Road and Bridge Construction* (WSDOT Specifications). Aggregate Base material shall comply with Section 9-03.9(3) Crushed Surfacing of the *WSDOT Specifications*. Aggregate base or pavement materials should not be placed when the surface is wet.

### ***12.13 Subgrade Protection***

The degree to which construction grading problems develop is expected to be dependent, in part, on the time of year that construction proceeds and the precautions which are taken by the contractor to protect the subgrade. The fine-grained soils currently present on site are considered to be moisture and disturbance sensitive due to their fines content and may become unstable (pumping) if allowed to increase in moisture content and are disturbed (rutted) by construction traffic if wet. If necessary, the construction access road should be covered with a layer of gravel or

quarry spalls course. The soils are also susceptible to erosion in the presence of moving water. The soils shall be stabilized to minimize the potential of erosion into the foundation excavation. The site shall be graded to prevent water from ponding within construction areas and/or flowing into excavations. Accumulated water must be removed immediately along with any unstable soil. Foundation concrete shall be placed and excavations backfilled as soon as possible to protect the bearing grade. We further recommend that soils that become unstable are to be either:

- Removed and replaced with structural compacted gravel fill, or
- Mechanically stabilized with a coarse crushed aggregate (possibly underlain with a geotextile) and compacted into the subgrade.

#### ***12.14 Surface Drainage***

With respect to surface water drainage, we recommend that the ground surface be sloped to drain away from the structure. Final exterior site grades shall promote free and positive drainage from the building areas. Water shall not be allowed to pond or to collect adjacent to foundations or within the immediate building area. We recommend that a gradient of at least 5% for a minimum distance of 10 feet from the building perimeter be provided, except in paved locations. In paved areas, a minimum gradient of 1% should be provided unless provisions are included for collection/disposal of surface water adjacent to the structure. Catch basins, drainage swales, or other drainage facilities should be aptly located. All surface water such as that coming from roof downspouts and catch basins be collected in tight drain lines and carried to a suitable discharge point, such as a storm drain system. Surface water and downspout water should not discharge into a perforated or slotted subdrain, nor should such water discharge onto the ground surface adjacent to the building. Cleanouts should be provided at convenient locations along all drain lines.

#### ***12.15 Wet Weather Conditions***

The project site soils are fine-grained and sensitive to moisture during handling and compaction. Proceeding with site earthwork operations using these soils during wet weather could add project costs and/or delays. The stability of exposed soils may rapidly deteriorate due to a change in moisture content. Therefore, if possible, complete site clearing, preparation, and earthwork during periods of warm, dry weather when soil moisture can be controlled by aeration. During/subsequent to wet weather, drying or compacting the on-site soils will be difficult. It may be necessary to

amend the on-site soils or import granular materials for use as structural fill. If earthwork takes place in wet weather/conditions, the following recommendations should be followed:

- Fill material should consist of clean, granular soil, and not more than 3% fines (by weight) should pass the No. 200 sieve. Fines should be non-plastic. These soils would have to be imported to the site.
- Earthwork should be accomplished in small sections and carried through to completion to reduce exposure to wet weather. Soils that becomes too wet for compaction should be removed and replaced with clean, granular material.
- The construction area ground surface should be sloped and sealed to reduce water infiltration, to promote rapid runoff, and to prevent water ponding.
- To prevent soil disturbance, the size or type of equipment may have to be limited.
- Work areas and stockpiles should be covered with plastic. Straw bales, straw wattles, geotextile silt fences, and other measures should be used as appropriate to control soil erosion.
- Excavation and fill placement should be observed on a full-time basis by a representative of GER to determine that unsuitable materials are removed and that suitable compaction and site drainage is achieved.



### 13.0 REFERENCES

- Czajkowski, J.L., and Bowman, J.D., 2014. Faults and Earthquakes in Washington State. Washington State Department of Natural Resources (DNR), Washington Division of Geology and Earth Resources, Open-File Report 2014-05.
- City of Stevenson, Critical Areas & Geologic Hazards Map.
- International Code Council, Inc., 2015 International Building Code (IBC).
- Hu, X., Wang, T., Pierson, T.C., Lu, Z., Kim, J., and Cecere, T.H., (2016). Detecting seasonal landslide movement within the Cascade landslide complex (Washington) using time-series SAR imagery. *Remote Sensing of Environment*, Vol. 187, pp 49-61.
- Korosec, M.A., (1987). Geologic Map of the Hood River Quadrangle, Washington and Oregon. Washington Division of Geology and Earth Resources, Washington State Department of Natural Resources (DNR), Open File Report 87-6.
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- Palmer, S.P., Magsino, S.L., Bilderback, E.L., Poelstra, J.L., Folger, D.S., and Niggemann, R.A., (2004b). Site Class Map of Skamania County, Washington. Washington State Department of Natural Resources (DNR), Washington Division of Geology and Earth Resources, Open File Report 2004-20, Map 30B.
- Pierson, T.C., Evarts, R.C., and Bard, J.A., (2016). Landslides in the Western Columbia Gorge, Skamania County, Washington. U.S. Department of the Interior, U.S. Geological Survey (USGS), Scientific Investigations Map 3358.
- U.S. Department of the Interior, U.S. Geological Survey (USGS), (1979). Bonneville Dam Quadrangle, Washington-Oregon, 7.5 Minute Series (Topographic). DMA 1675 III NW-Series V891.
- U.S. Geologic Survey (USGS), Earthquake Hazards Program, U.S. Seismic Design Maps, online tool, website: [earthquake.usgs.gov/designmaps/us/application.php](http://earthquake.usgs.gov/designmaps/us/application.php)
- Washington State Department of Natural Resources (DNR), Washington Division of Geology and Earth Resources, on-line mapping tool, <https://fortress.wa.gov/dnr/protectiongis/geology/>

#### **14.0 CONTINUING GEOTECHNICAL SERVICES**

GNN recommends that the Client should maintain an adequate program of geotechnical consultation, construction monitoring, and soils testing during the final design and construction phases to monitor compliance with GNN's geotechnical recommendations. Maintaining GNN as the geotechnical consultant from beginning to end of the project will provide continuity of services. If GN Northern, Inc. is not retained by the owner/developer and/or the contractor to provide the recommended geotechnical inspections/observations and testing services, the geotechnical engineering firm or testing/inspection firm providing tests and observations shall assume the role and responsibilities of Geotechnical Engineer-of-Record.

GNN can provide construction monitoring and testing as additional services. The costs of these services are not included in our present fee arrangement, but can be obtained from our office. The recommended construction monitoring and testing includes, but is not necessarily limited to, the following:

- Consultation during the design stages of the project.
- Review of the grading and drainage plans to monitor compliance and proper implementation of the recommendations in GNN's Report.
- Observation and quality control testing during site preparation, grading, and placement of engineered fill as required by the local building ordinances.
- Geotechnical engineering consultation as needed during construction

## 15.0 LIMITATIONS OF THE GEOTECHNICAL SITE INVESTIGATION REPORT

This GEOTECHNICAL SITE INVESTIGATION REPORT (“Report”) was prepared for the exclusive use of the Client. GN Northern, Inc.’s (GNN) findings, conclusions and recommendations in this Report are based on selected points of field exploration, and GNN’s understanding of the proposed project at the time the Report is prepared. Furthermore, GNN’s findings and recommendations are based on the assumption that soil, rock and/or groundwater conditions do not vary significantly from those found at specific exploratory locations at the project site. Variations in soil, bedrock and/or groundwater conditions could exist between and beyond the exploration points. The nature and extent of these variations may not become evident until during or after construction. Variations in soil, bedrock and groundwater may require additional studies, consultation, and revisions to GNN’s recommendations in the Report.

In many cases the scope of geotechnical exploration and the test locations are selected by others without consultation from the geotechnical engineer/consultant. GNN assumes no responsibility and, by preparing this Report, does not impliedly or expressly validate the scope of exploration and the test locations selected by others.

This Report’s findings are valid as of the issued date of this Report. However, changes in conditions of the subject property or adjoining properties can occur due to passage of time, natural processes, or works of man. In addition, applicable building standards/codes may change over time. Accordingly, findings, conclusions, and recommendations of this Report may be invalidated, wholly or partially, by changes outside of GNN’s control. Therefore, this Report is subject to review and shall not be relied upon after a period of **one (1) year** from the issued date of the Report.

In the event that any changes in the nature, design, or location of structures are planned, the findings, conclusions and recommendations contained in this Report shall not be considered valid unless the changes are reviewed by GNN and the findings, conclusions, and recommendations of this Report are modified or verified in writing.

This Report is issued with the understanding that the owner or the owner’s representative has the responsibility to bring the findings, conclusions, and recommendations contained herein to the attention of the architect and design professional(s) for the project so that they are incorporated

into the plans and construction specifications, and any follow-up addendum for the project. The owner or the owner's representative also has the responsibility to verify that the general contractor and all subcontractors follow such recommendations during construction. It is further understood that the owner or the owner's representative is responsible for submittal of this Report to the appropriate governing agencies. The foregoing notwithstanding, no party other than the Client shall have any right to rely on this Report and GNN shall have no liability to any third party who claims injury due to reliance upon this Report, which is prepared exclusively for Client's use and reliance.

GNN has provided geotechnical services in accordance with generally accepted geotechnical engineering practices in this locality at this time. GNN expressly disclaims all warranties and guarantees, express or implied.

Client shall provide GNN an opportunity to review the final design and specifications so that earthwork, drainage and foundation recommendations may be properly interpreted and implemented in the design and specifications. If GNN is not accorded the review opportunity, GNN shall have no responsibility for misinterpretation of GNN's recommendations.

Although GNN can provide environmental assessment and investigation services for an additional cost, the current scope of GNN's services does not include an environmental assessment or an investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air on, below, or adjacent to the subject property.

*APPENDICES*

*Appendix I*  
*Vicinity Map (Figure 1)*  
*Site Exploration Map (Figure 2)*  
*Critical Areas Map (Figure 3)*

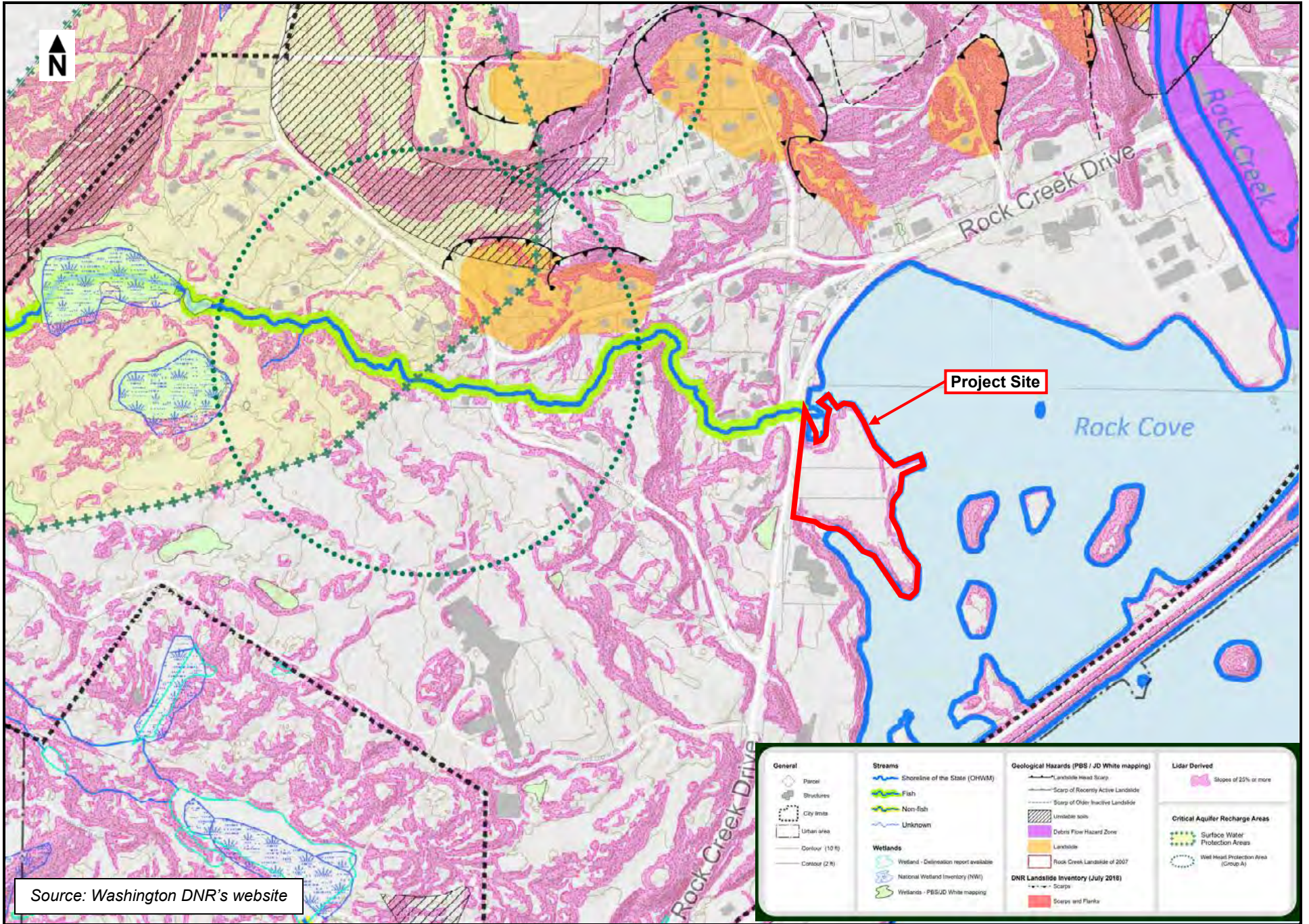


**FIGURE 1: VICINITY MAP**



**FIGURE 2: SITE EXPLORATION MAP**





Source: Washington DNR's website

FIGURE 3: CRITICAL AREAS MAP

*Appendix II*  
*Exploratory Test-Pit Logs*  
*Key Chart (for Soil Classification)*



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# TEST PIT NUMBER TP-1

PAGE 1 OF 1

**CLIENT** FDM Development **PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT NUMBER** 219-1183 **PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19 **GROUND ELEVATION** 98 ft **TEST PIT SIZE** 36 x 96 inches  
**EXCAVATION CONTRACTOR** Riley Materials **GROUND WATER LEVELS:**  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator **AT TIME OF EXCAVATION** ---  
**LOGGED BY** KAH **CHECKED BY** MYM **AT END OF EXCAVATION** ---  
**NOTES** Approx. GPS Coords.: 45°41'19.59"N, 121°53'55.44"W **AFTER EXCAVATION** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					~6" to 18" LANDSCAPE CUTTINGS / ORGANIC DEBRIS
2.5			GP-GM		1.5 ----- 96.5 FILL: POORLY GRADED GRAVEL WITH SILT AND SAND, (GP-GM) gray, moist to wet, appears loose to medium dense, with cobbles, with wood and organic debris  - pipe at ~3' BGS
5.0	GB	MC = 22% Fines = 18%	GC		4.5 ----- 93.5 CLAYEY GRAVEL WITH SAND, (GC) brown, wet, appears loose to medium dense, with organics and roots (APPARENT NATIVE)  - becomes blueish gray, moist, appears medium dense (NATIVE)  - with boulders from 10' to 11'
14.5					83.5

- Significant amount of surface water flowing into test-pit excavation  
 - Referenced elevations are approximate and based on Survey Topography for Lots 2, 3, and 4 of Rock Creek Cove dated December 11, 2019 prepared by S&F Land Services  
 Bottom of test pit at 14.5 feet.

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# TEST PIT NUMBER TP-2

**CLIENT** FDM Development  
**PROJECT NUMBER** 219-1183  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19  
**EXCAVATION CONTRACTOR** Riley Materials  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  
**LOGGED BY** KAH **CHECKED BY** MYM  
**NOTES** Approx. GPS Coords.: 45°41'18.75"N, 121°53'55.09"W

**PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**GROUND ELEVATION** 98 ft **TEST PIT SIZE** 36 x 96 inches  
**GROUND WATER LEVELS:**  
**AT TIME OF EXCAVATION** ---  
**AT END OF EXCAVATION** ---  
**AFTER EXCAVATION** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
2.5					
5.0	GB	MC = 28% Fines = 47%	GM		<p>FILL: SILTY GRAVEL WITH SAND, (GM) brown, angular, moist, appears loose, with cobbles, with roots</p> <p>- becomes orange brown, appears loose to medium dense, some cobbles</p> <p>- with a significant amount of woody debris, organics, roots</p>
8.0					
10.0			GM		<p>SILTY GRAVEL WITH SAND, (GM) brown, subrounded, moist, appears medium dense to dense, with cobbles and boulders (APPARENT NATIVE)</p>
12.5					
14.0					

- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 14.0 feet.

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# TEST PIT NUMBER TP-3

PAGE 1 OF 1

**CLIENT** FDM Development  
**PROJECT NUMBER** 219-1183  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19  
**EXCAVATION CONTRACTOR** Riley Materials  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  
**LOGGED BY** KAH **CHECKED BY** MYM  
**NOTES** Approx. GPS Coords.: 45°41'20.75"N, 121°53'55.36"W

**PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**GROUND ELEVATION** 97 ft **TEST PIT SIZE** 36 x 96 inches  
**GROUND WATER LEVELS:**  
 ▽ **AT TIME OF EXCAVATION** 14.00 ft / Elev 83.00 ft  
**AT END OF EXCAVATION** ---  
**AFTER EXCAVATION** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
2.5			GP-GM		FILL: POORLY GRADED GRAVEL WITH SILT AND SAND, (GP-GM) gray brown, angular, wet, appears loose to medium dense, with cobbles
3.0					94.0
5.0			GM		SILTY GRAVEL WITH SAND, (GM) brown, subrounded, moist, appears medium dense, trace cobbles (APPARENT NATIVE)
7.5					
10.0					- becomes blueish gray
12.5	GB	MC = 29% Fines = 28%			
14.5					82.5

▽  
 - Groundwater encountered at ~14' BGS at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 14.5 feet.

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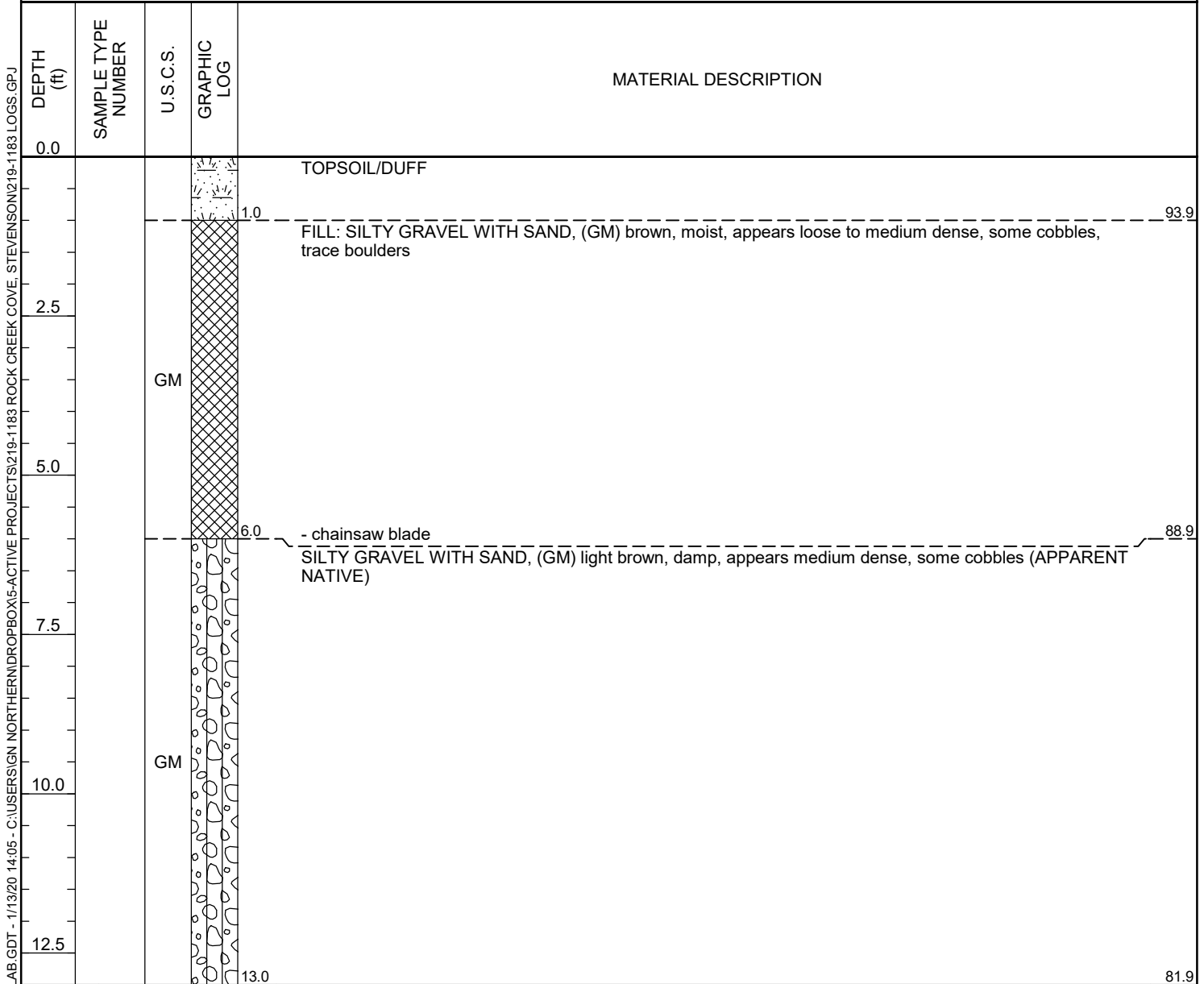
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# TEST PIT NUMBER TP-4

PAGE 1 OF 1

**CLIENT** FDM Development  
**PROJECT NUMBER** 219-1183  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19  
**EXCAVATION CONTRACTOR** Riley Materials  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  
**LOGGED BY** KAH **CHECKED BY** MYM  
**NOTES** Approx. GPS Coords.: 45°41'23.09"N, 121°53'53.97"W

**PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**GROUND ELEVATION** 94.9 ft **TEST PIT SIZE** 36 x 96 inches  
**GROUND WATER LEVELS:**  
**AT TIME OF EXCAVATION** ---  
**AT END OF EXCAVATION** ---  
**AFTER EXCAVATION** ---



- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 13.0 feet.

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# TEST PIT NUMBER TP-5

PAGE 1 OF 1

**CLIENT** FDM Development **PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT NUMBER** 219-1183 **PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19 **GROUND ELEVATION** 96.9 ft **TEST PIT SIZE** 36 x 96 inches  
**EXCAVATION CONTRACTOR** Riley Materials **GROUND WATER LEVELS:**  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator **AT TIME OF EXCAVATION** ---  
**LOGGED BY** KAH **CHECKED BY** MYM **AT END OF EXCAVATION** ---  
**NOTES** Approx. GPS Coords.: 45°41'22.14"N, 121°53'53.51"W **AFTER EXCAVATION** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION
0.0				TOPSOIL/SLASH/DUFF	
1.0					95.9
2.5		GM		APPARENT FILL: SILTY GRAVEL WITH SAND, (GM) brown, moist, appears loose to medium dense, some cobbles, trace boulders	
5.0					91.9
7.5		GM		SILTY GRAVEL WITH SAND, (GM) light brown, damp to moist, appears medium dense, some cobbles (APPARENT NATIVE)	
10.0					
12.0					84.9

- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 12.0 feet.

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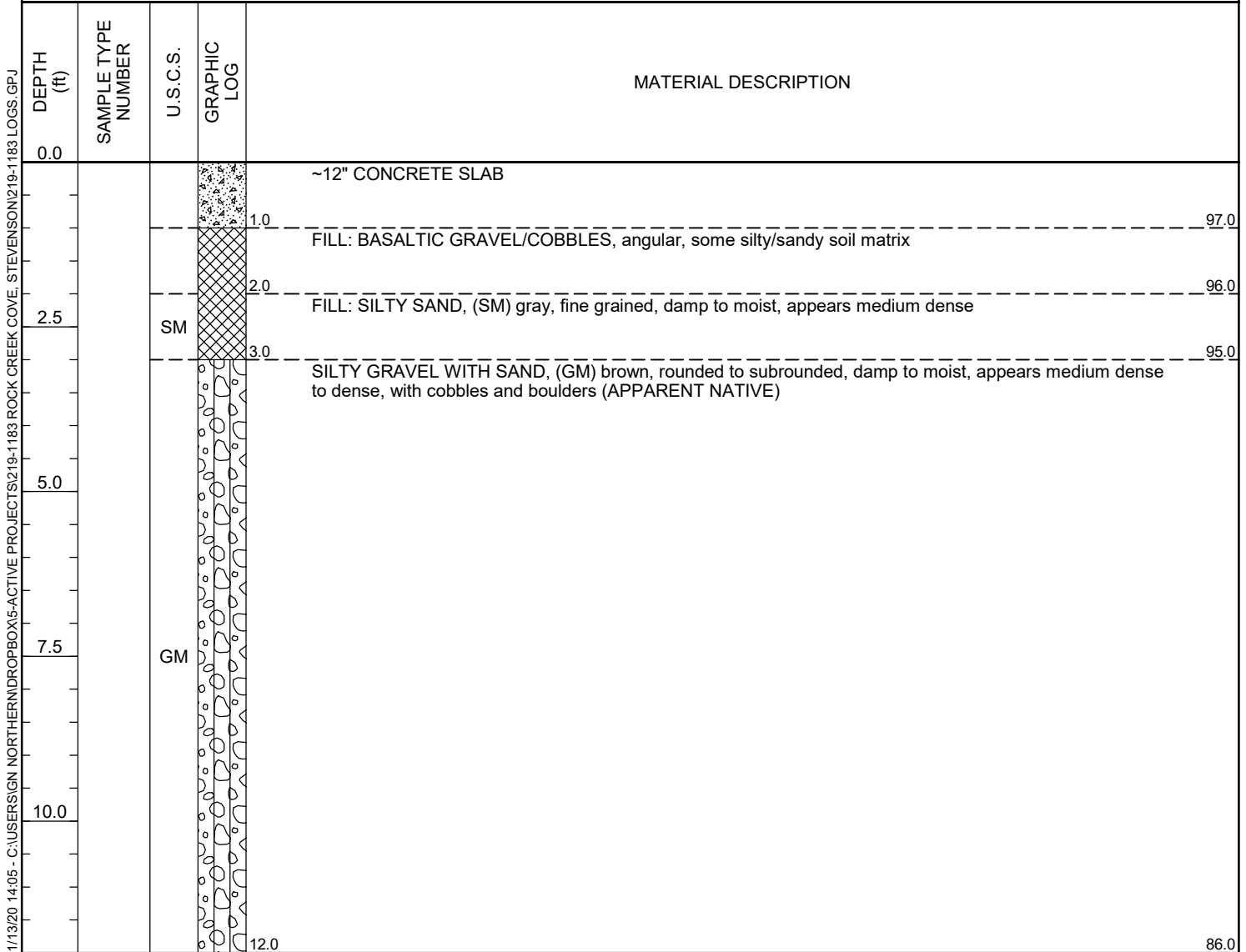
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# TEST PIT NUMBER TP-6

PAGE 1 OF 1

**CLIENT** FDM Development  
**PROJECT NUMBER** 219-1183  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19  
**EXCAVATION CONTRACTOR** Riley Materials  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  
**LOGGED BY** KAH **CHECKED BY** MYM  
**NOTES** Approx. GPS Coords.: 45°41'21.16"N, 121°53'53.95"W

**PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**GROUND ELEVATION** 98 ft **TEST PIT SIZE** 36 x 96 inches  
**GROUND WATER LEVELS:**  
**AT TIME OF EXCAVATION** ---  
**AT END OF EXCAVATION** ---  
**AFTER EXCAVATION** ---



- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 12.0 feet.

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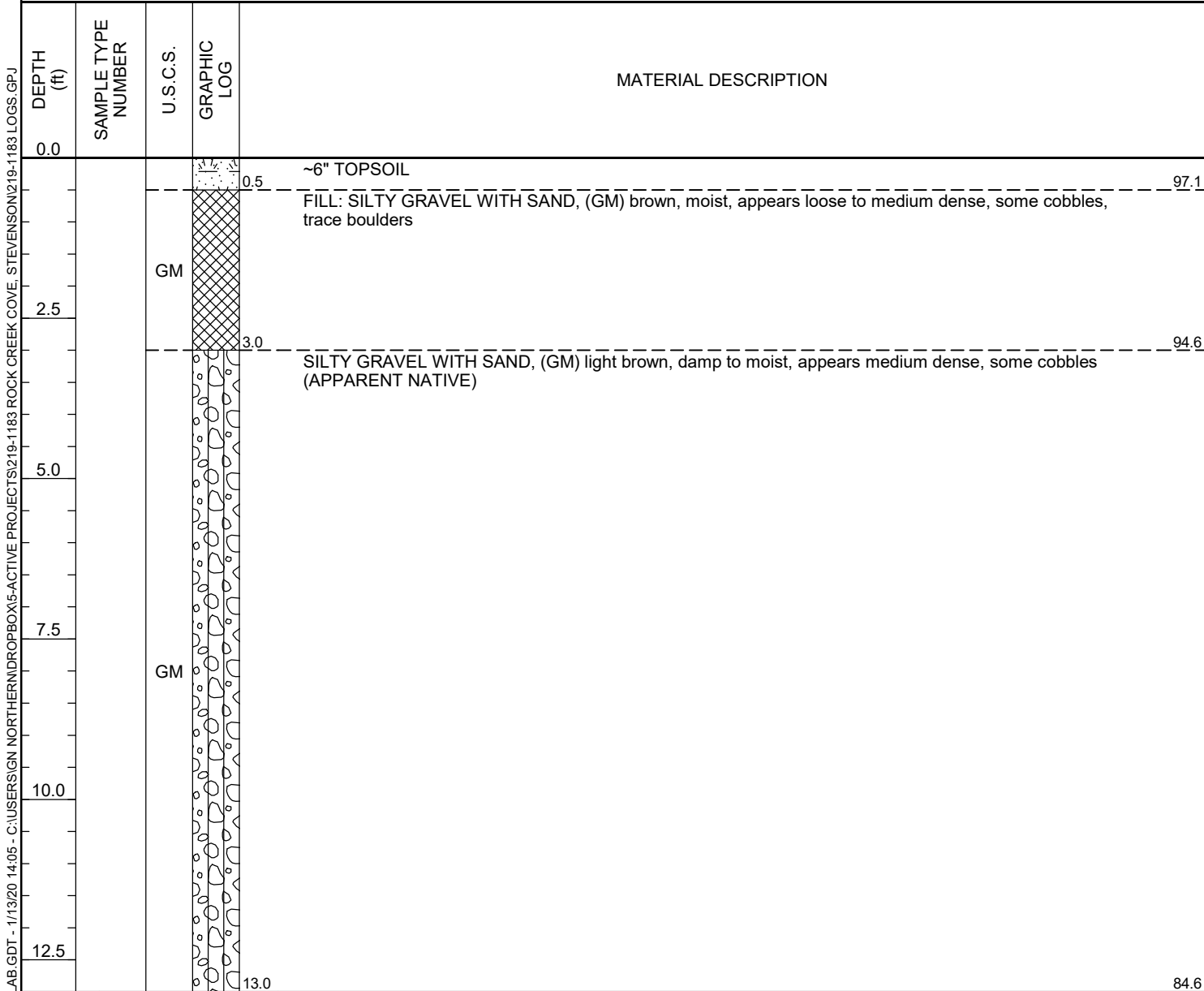


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# TEST PIT NUMBER TP-7

PAGE 1 OF 1

**CLIENT** FDM Development **PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT NUMBER** 219-1183 **PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19 **GROUND ELEVATION** 97.6 ft **TEST PIT SIZE** 36 x 96 inches  
**EXCAVATION CONTRACTOR** Riley Materials **GROUND WATER LEVELS:**  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator **AT TIME OF EXCAVATION** ---  
**LOGGED BY** KAH **CHECKED BY** MYM **AT END OF EXCAVATION** ---  
**NOTES** Approx. GPS Coords.: 45°41'19.86"N, 121°53'52.14"W **AFTER EXCAVATION** ---



- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 13.0 feet.

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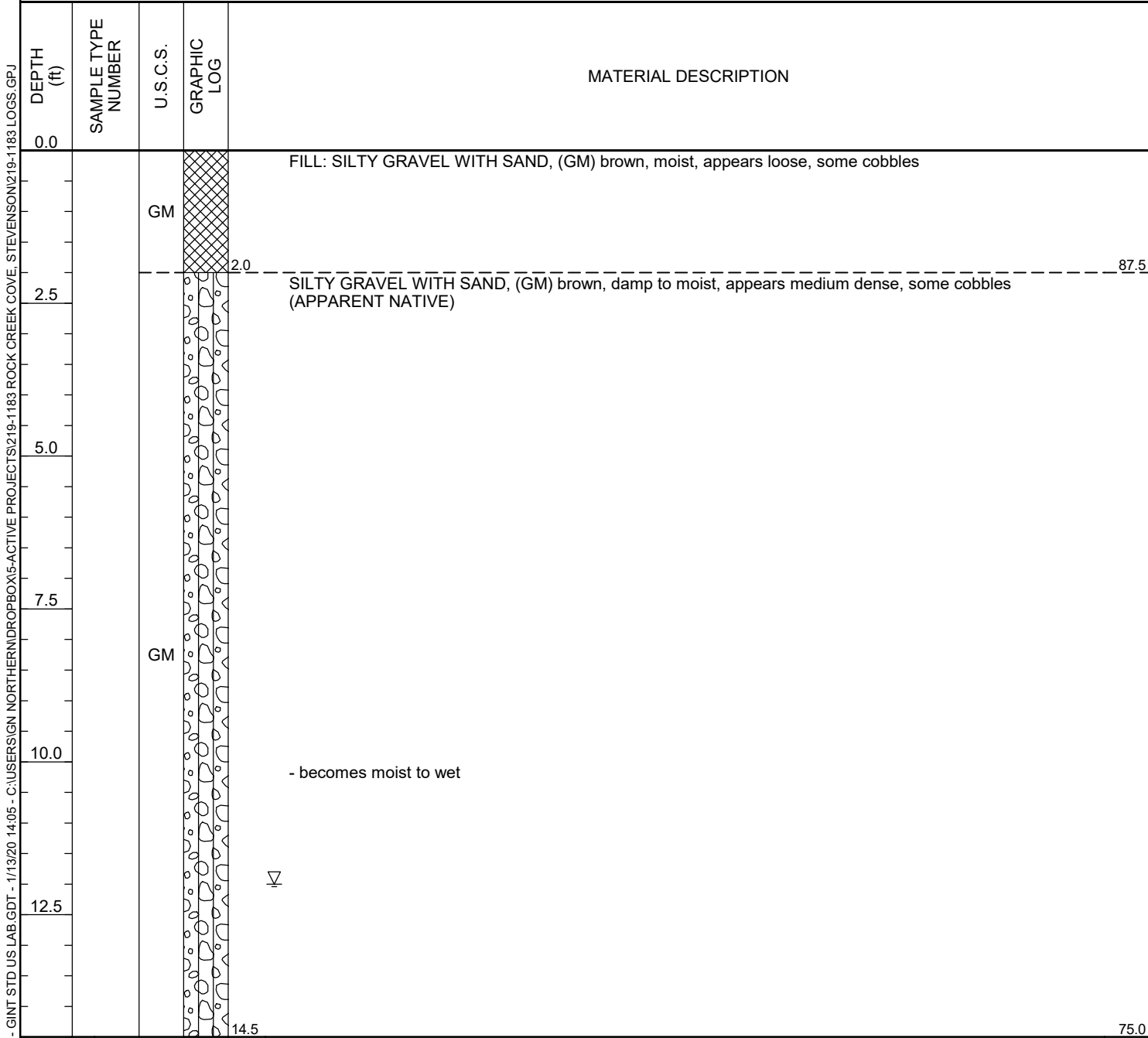


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# TEST PIT NUMBER TP-8

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**CLIENT** FDM Development **PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT NUMBER** 219-1183 **PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19 **GROUND ELEVATION** 89.5 ft **TEST PIT SIZE** 36 x 96 inches  
**EXCAVATION CONTRACTOR** Riley Materials **GROUND WATER LEVELS:**  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  **AT TIME OF EXCAVATION** 12.00 ft / Elev 77.50 ft  
**LOGGED BY** KAH **CHECKED BY** MYM **AT END OF EXCAVATION** ---  
**NOTES** Approx. GPS Coords.: 45°41'20.44"N, 121°53'51.63"W **AFTER EXCAVATION** ---



- Groundwater encountered at ~12' BGS at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 14.5 feet.

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# TEST PIT NUMBER TP-10

PAGE 1 OF 1

**CLIENT** FDM Development **PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT NUMBER** 219-1183 **PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19 **GROUND ELEVATION** 100.3 ft **TEST PIT SIZE** 36 x 96 inches  
**EXCAVATION CONTRACTOR** Riley Materials **GROUND WATER LEVELS:**  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator **AT TIME OF EXCAVATION** ---  
**LOGGED BY** KAH **CHECKED BY** MYM **AT END OF EXCAVATION** ---  
**NOTES** Approx. GPS Coords.: 45°41'15.46"N, 121°53'49.93"W **AFTER EXCAVATION** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0				
2.5		GM		APPARENT FILL: SILTY GRAVEL WITH SAND, (GM) brown, moist, appears loose to medium dense, some cobbles
4.0				96.3
5.0				SILTY GRAVEL WITH SAND, (GM) light brown, damp to moist, appears medium dense, some roots in upper ~6", some cobbles (APPARENT NATIVE)
7.5		GM		
10.0				- becomes orange brown, damp to moist (NATIVE)
12.5				
13.0				87.3

- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 13.0 feet.

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# TEST PIT NUMBER TP-11

PAGE 1 OF 1

<b>CLIENT</b> <u>FDM Development</u>	<b>PROJECT NAME</b> <u>Proposed Rock Creek Cove Development</u>
<b>PROJECT NUMBER</b> <u>219-1183</u>	<b>PROJECT LOCATION</b> <u>Rock Creek Drive, Stevenson, WA</u>
<b>DATE STARTED</b> <u>12/23/19</u> <b>COMPLETED</b> <u>12/23/19</u>	<b>GROUND ELEVATION</b> <u>104 ft</u> <b>TEST PIT SIZE</b> <u>36 x 96 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Riley Materials</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>Link-Belt 145x4 Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>---</u>
<b>LOGGED BY</b> <u>KAH</u> <b>CHECKED BY</b> <u>MYM</u>	<b>AT END OF EXCAVATION</b> <u>---</u>
<b>NOTES</b> <u>Approx. GPS Coords.: 45°41'16.39"N, 121°53'50.59"W</u>	<b>AFTER EXCAVATION</b> <u>---</u>

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
2.5			SM		FILL: SILTY SAND WITH GRAVEL, (SM) dark gray brown, fine grained, damp to moist, appears loose to medium dense, with misc. trash/metal debris  - becomes cemented, very dense
3.5					100.5
5.0	GB	MC = 17% Fines = 12%	SM		APPARENT FILL: SILTY SAND, (SM) reddish brown, fine grained, damp, appears medium dense, some gravel
6.0					98.0
7.5			GM		SILTY GRAVEL WITH SAND, (GM) light brown, damp to moist, appears medium dense, with cobbles, with boulders (APPARENT NATIVE)
10.0					94.0

- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 10.0 feet.



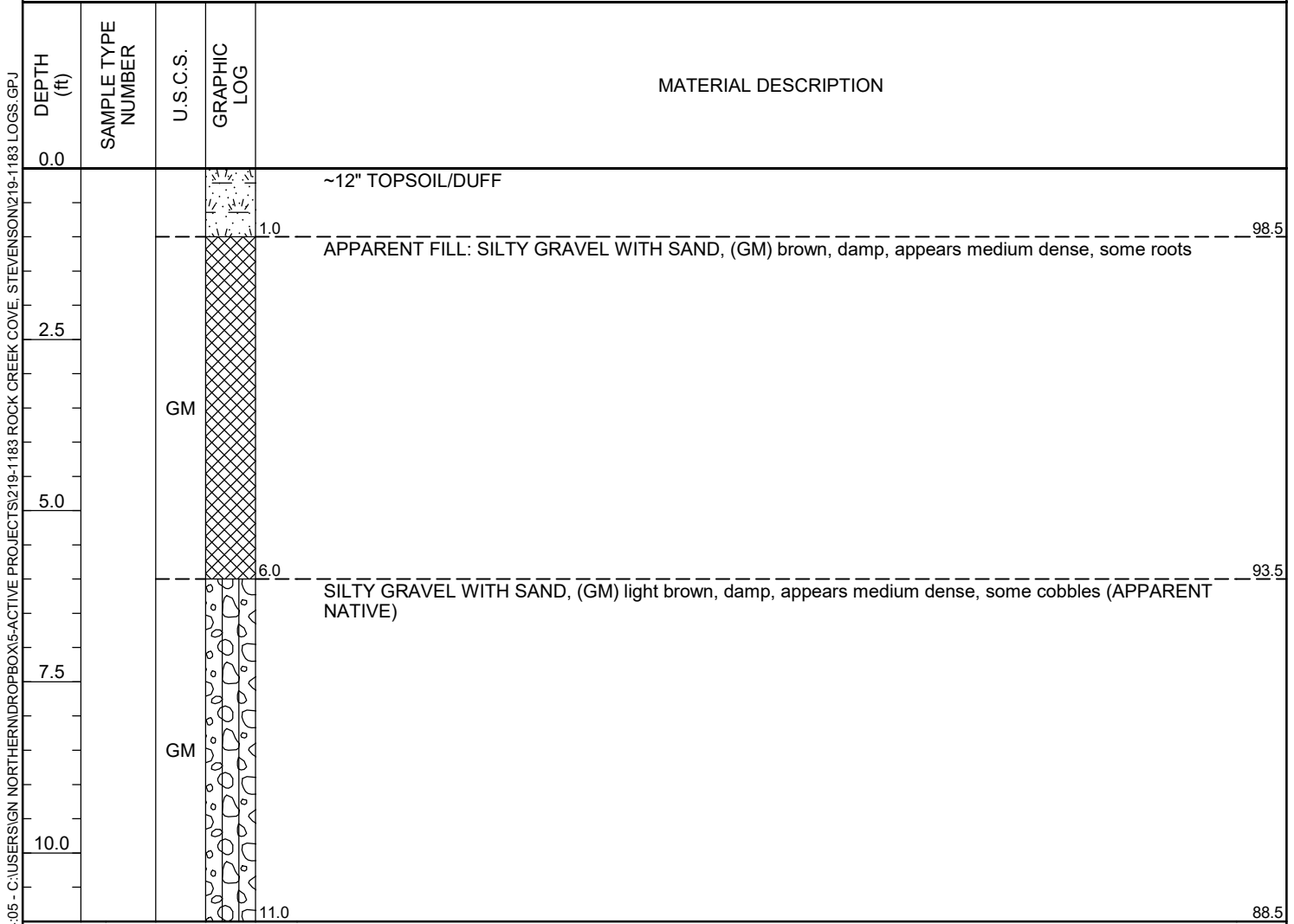
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 Fax: (509) 248-4220

# TEST PIT NUMBER TP-12

PAGE 1 OF 1

**CLIENT** FDM Development  
**PROJECT NUMBER** 219-1183  
**DATE STARTED** 12/23/19 **COMPLETED** 12/23/19  
**EXCAVATION CONTRACTOR** Riley Materials  
**EXCAVATION METHOD** Link-Belt 145x4 Excavator  
**LOGGED BY** KAH **CHECKED BY** MYM  
**NOTES** Approx. GPS Coords.: 45°41'17.30"N, 121°53'51.73"W

**PROJECT NAME** Proposed Rock Creek Cove Development  
**PROJECT LOCATION** Rock Creek Drive, Stevenson, WA  
**GROUND ELEVATION** 99.5 ft **TEST PIT SIZE** 36 x 96 inches  
**GROUND WATER LEVELS:**  
**AT TIME OF EXCAVATION** ---  
**AT END OF EXCAVATION** ---  
**AFTER EXCAVATION** ---



- Groundwater not encountered at time of excavation  
 - Referenced elevations are approximate and based on Google Earth topography  
 Bottom of test pit at 11.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 1/13/20 14:05 - C:\USERS\IGN NORTHERN\DRIDROP\BOX15-ACTIVE PROJECTS\219-1183 ROCK CREEK COVE - STEVENSON\219-1183 LOGS.GPJ

# KEY CHART

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE					
COARSE-GRAINED SOILS			FINE-GRAINED SOILS		
DENSITY	N (BLOWS/FT)	FIELD TEST	CONSISTENCY	N (BLOWS/FT)	FIELD TEST
Very Loose	0 – 4	Easily penetrated with ½-inch reinforcing rod pushed by hand	Very Soft	0 – 2	Easily penetrated several inches by thumb
Loose	4 – 10	Difficult to penetrate with ½-inch reinforcing rod pushed by hand	Soft	2 – 4	Easily penetrated one inch by thumb
Medium -Dense	10 – 30	Easily penetrated with ½-inch rod driven with a 5-lb hammer	Medium-Stiff	4 – 8	Penetrated over ½-inch by thumb with moderate effort
Dense	30 – 50	Difficult to penetrate with ½-inch rod driven with a 5-lb hammer	Stiff	8 – 15	Indented about ½-inch by thumb but penetrated with great effort
Very Dense	> 50	penetrated only a few inches with ½-inch rod driven with a 5-lb hammer	Very Stiff	15 – 30	Readily indented by thumb
			Hard	> 30	Indented with difficulty by thumbnail

USCS SOIL CLASSIFICATION					
MAJOR DIVISIONS			GROUP DESCRIPTION		
Coarse-Grained Soils  <50% passes #200 sieve	Gravel and Gravelly Soils <50% coarse fraction passes #4 sieve	Gravel (with little or no fines)		GW	Well-graded Gravel
		Gravel (with >12% fines)		GP	Poorly Graded Gravel
				GM	Silty Gravel
			GC	Clayey Gravel	
	Sand and Sandy Soils >50% coarse fraction passes #4 sieve	Sand (with little or no fines)		SW	Well-graded Sand
				SP	Poorly graded Sand
Sand (with >12% fines)			SM	Silty Sand	
			SC	Clayey Sand	
Fine-Grained Soils  >50% passes #200 sieve	Silt and Clay Liquid Limit < 50			ML	Silt
				CL	Lean Clay
				OL	Organic Silt and Clay (low plasticity)
				MH	Inorganic Silt
	Silt and Clay Liquid Limit > 50			CH	Inorganic Clay
				OH	Organic Clay and Silt (med. to high plasticity)
			PT	Peat	
Highly Organic Soils				TS	Top Soil

LOG SYMBOLS		
	2S	2" OD Split Spoon (SPT)
	3S	3" OD Split Spoon
	NS	Non-Standard Split Spoon
	ST	Shelby Tube
	CR	Core Run
	BG	Bag Sample
	TV	Torvane Reading
	PP	Penetrometer Reading
	NR	No Recovery
	GW	Groundwater Table

MODIFIERS	
DESCRIPTION	RANGE
Trace	<5%
Little	5% – 12%
Some	>12%

MOISTURE CONTENT	
DESCRIPTION	FIELD OBSERVATION
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but not visible water
Wet	Visible free water

## SOIL CLASSIFICATION INCLUDES

- Group Name
- Group Symbol
- Color
- Moisture content
- Density / consistency
- Cementation
- Particle size (if applicable)
- Odor (if present)
- Comments

MAJOR DIVISIONS WITH GRAIN SIZE							
SIEVE SIZE							
12"	3"	3/4"	4	10	40	200	
GRAIN SIZE (INCHES)							
12	3	0.75	0.19	0.079	0.0171	0.0029	
Boulders	Cobbles	Gravel		Sand			Silt and Clay
		Coarse	Fine	Coarse	Medium	Fine	

Conditions shown on boring and testpit logs represent our observations at the time and location of the fieldwork, modifications based on lab test, analysis, and geological and engineering judgment. These conditions may not exist at other times and locations, even in close proximity thereof. This information was gathered as part of our investigation, and we are not responsible for any use or interpretation of the information by others.

*Appendix III*  
*Laboratory Testing Results*





GN Northern Inc.  
 11115 E. Montgomery, Suite C  
 Spokane Valley, WA, 99206  
 Telephone: (509) 248-9798  
 Fax: (509) 248-4220

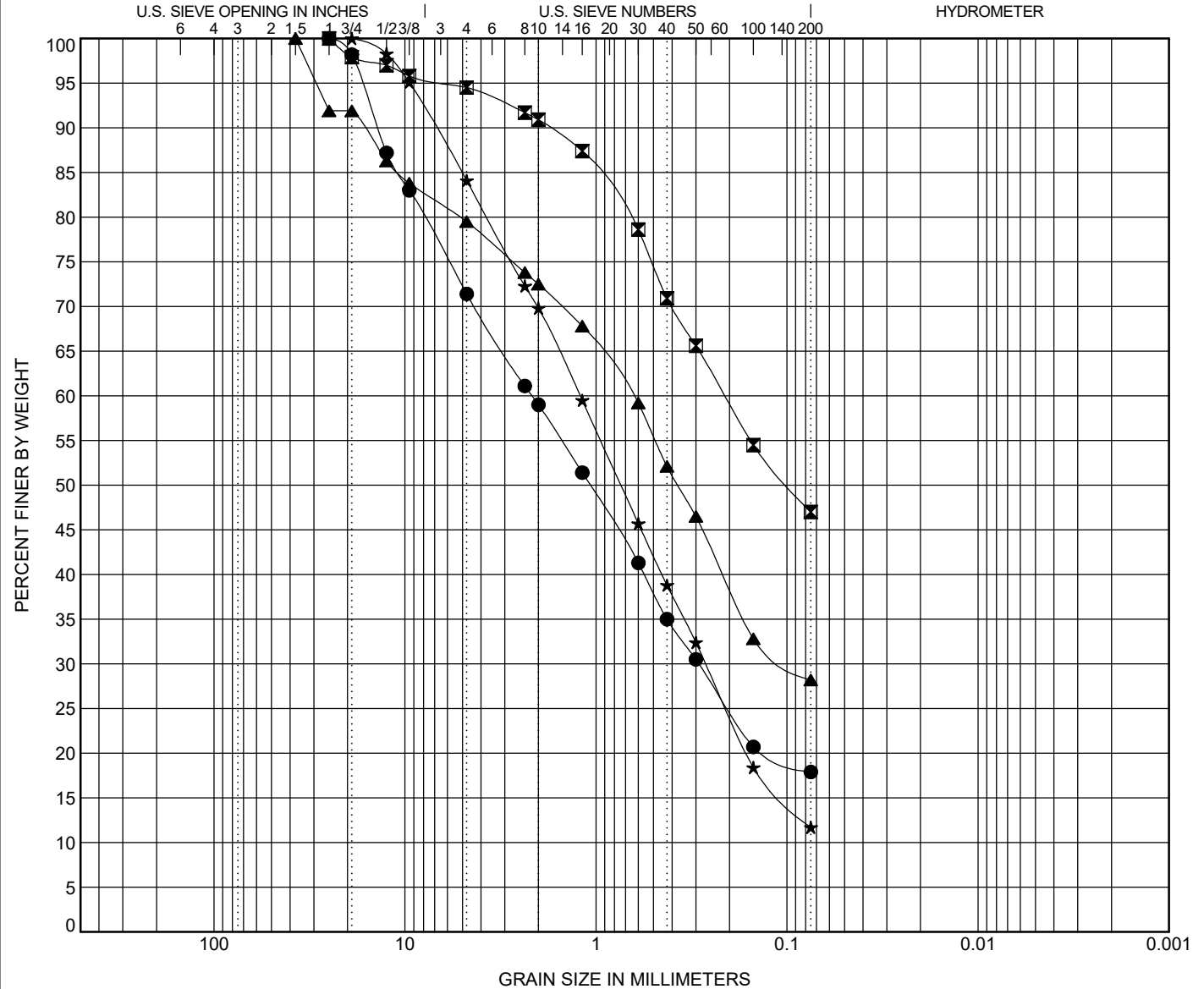
# GRAIN SIZE DISTRIBUTION

CLIENT FDM Development

PROJECT NAME Proposed Rock Creek Cove Development

PROJECT NUMBER 219-1183

PROJECT LOCATION Rock Creek Drive, Stevenson, WA



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
● TP-1	5.0	SILTY SAND WITH GRAVEL (SM)					
☒ TP-2	3.5	SILTY SAND (SM)					
▲ TP-3	11.0	SILTY SAND WITH GRAVEL (SM)					
★ TP-11	4.0	SILTY SAND WITH GRAVEL (SM)				0.93	19.25

BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● TP-1	5.0	25	2.164	0.29		28.6	53.5	17.9	
☒ TP-2	3.5	25	0.211			5.5	47.5	47.0	
▲ TP-3	11.0	37.5	0.639	0.098		20.5	51.3	28.2	
★ TP-11	4.0	19	1.211	0.266		15.9	72.4	11.7	

GRAIN SIZE - TEMPLATE - JESSE.GDT - 1/13/20 14:06 - C:\USERS\GN NORTHERN\IDROPBOX\5-ACTIVE PROJECTS\219-1183 ROCK CREEK COVE, STEVENSON\219-1183 LOGS.GPJ

*Appendix IV*  
*Site & Exploration Photographs*



*Excavation of test-pit TP-1, looking west*



*Exposed subsurface soil profile within test-pit TP-1*



*Excavation of test-pit TP-2, looking southwest*



*Exposed subsurface soil profile within test-pit TP-2*



*Excavation of test-pit TP-3, looking west*



*Exposed subsurface soil profile within test-pit TP-3*



*View of site conditions near test-pit TP-4*



*Exposed subsurface soil profile within test-pit TP-4*



*Excavation of test-pit TP-5, looking east*



*Exposed subsurface soil profile within test-pit TP-5*



*Excavation of test-pit TP-6, looking north*



*Exposed subsurface soil profile within test-pit TP-6*



*View of site conditions near test-pit TP-7, looking north*



*View of site conditions*



*View of site conditions near test-pit TP-8, looking west*



*Exposed subsurface soil profile within test-pit TP-8*



*Exposed subsurface soil profile within test-pit TP-9*



*Exposed subsurface soil profile within test-pit TP-10*



*Exposed subsurface soil profile within test-pit TP-11*



*Exposed subsurface soil profile within test-pit TP-11*



*Excavation of test-pit TP-12, looking southwest*



*Exposed subsurface soil profile within test-pit TP-12*



*View of site conditions near test-pit TP-12, looking northwest*



*Infiltration test setup at test-pit P-1*

*Appendix V*  
*Historic Aerial Photographs*



*1935 Historic USGS Aerial*



*1952 Historic USGS Aerial*





*1955 Historic USGS Aerial*



*1973 Historic USGS Aerial*



*1975 Historic USGS Aerial*



*1979 Historic USGS Aerial*



*1981 Historic USGS Aerial*



*1984 Historic USGS Aerial*

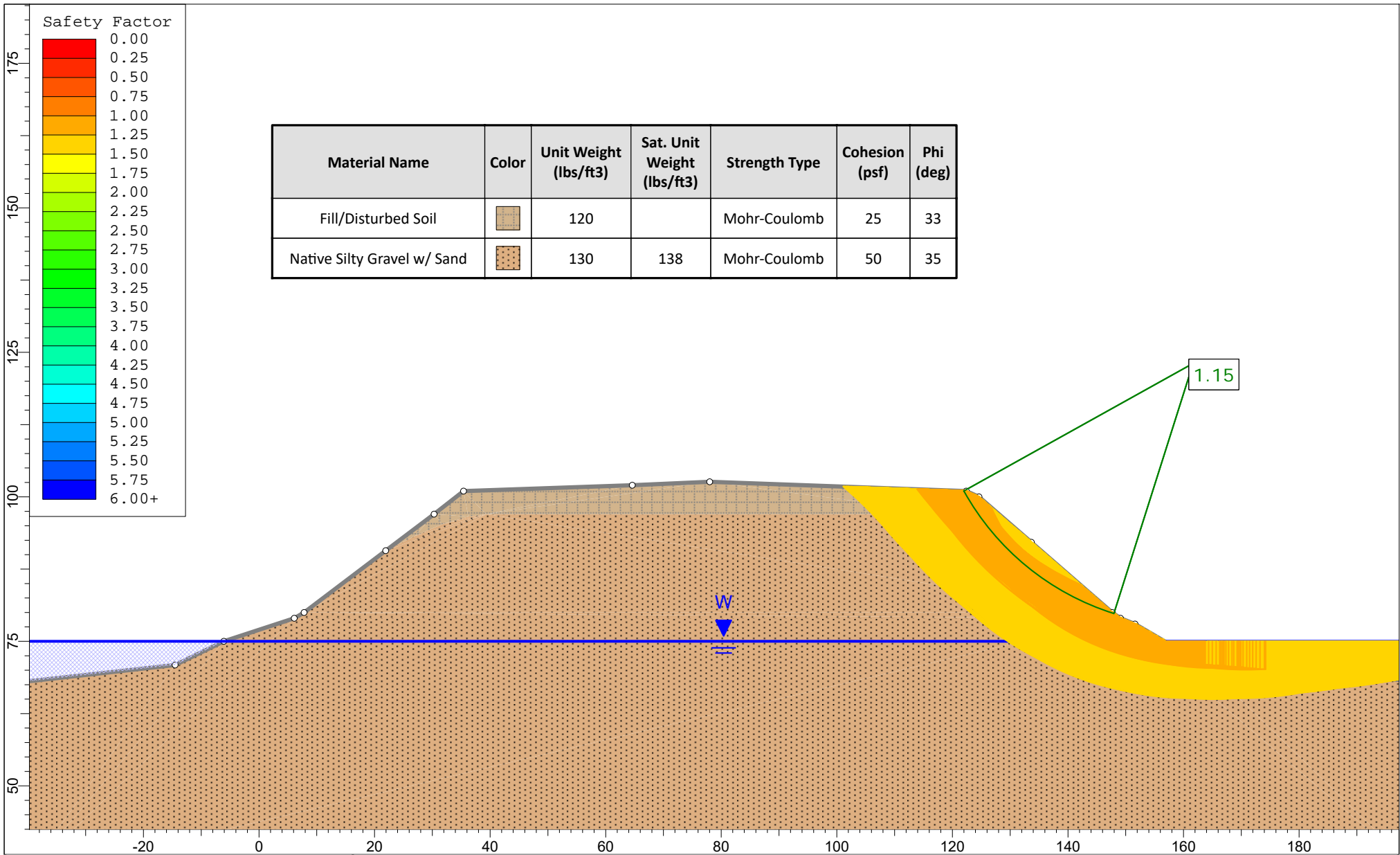


*1993 Historic USGS Aerial*



*2007 Historic USGS Aerial*

*Appendix VI*  
*Slope Stability Analysis*



 <small>Consulting Engineers Environmental Scientists Geologists Construction Materials Testing Geophysical Services</small>	Project		Rock Creek Cove Vacation Homes Project	
	Analysis Description		Existing Slopes Across Southern Peninsula - Spencer Method - Static	
	Drawn By	MYM	Scale	1:276
	Date		Company	GN Northern, Inc,
		File Name	270	Slide1.slim

*Appendix VII*  
*NRCS Soil Survey*



United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

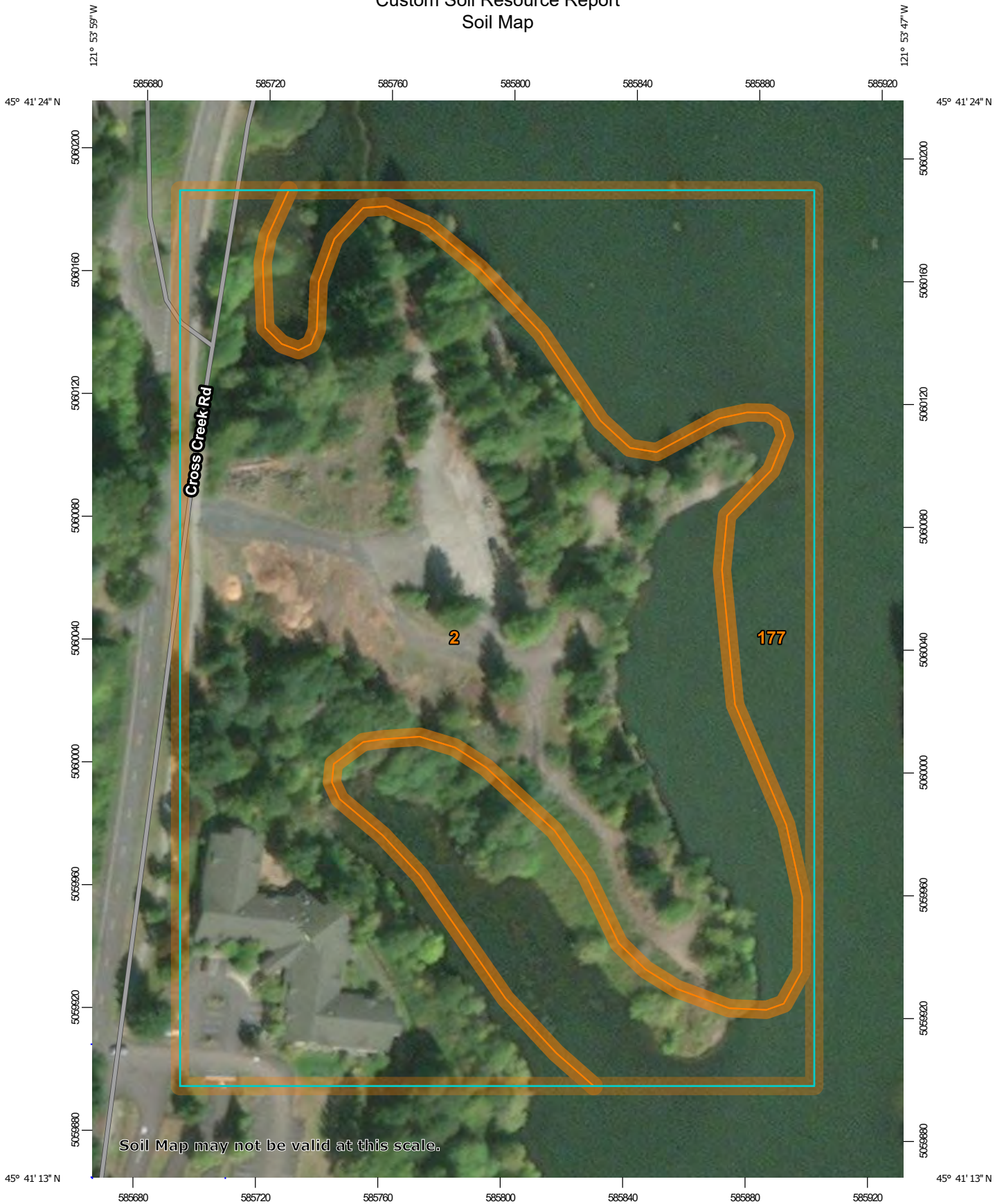
# Custom Soil Resource Report for Skamania County Area, Washington

## Rock Creek Cove Vacation Homes Project

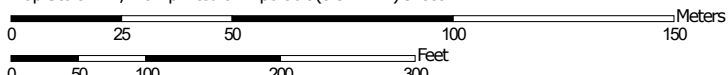




# Custom Soil Resource Report Soil Map



Map Scale: 1:1,710 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

## Skamania County Area, Washington

### 2—Arents, 0 to 5 percent slopes

#### Map Unit Setting

*National map unit symbol:* 1hhrw

*Elevation:* 0 to 200 feet

*Mean annual precipitation:* 40 to 80 inches

*Mean annual air temperature:* 45 to 52 degrees F

*Frost-free period:* 90 to 200 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Arents and similar soils:* 100 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Arents

##### Setting

*Landform:* Terraces

##### Typical profile

*H1 - 0 to 24 inches:* gravelly sandy loam

*H2 - 24 to 60 inches:* extremely gravelly sandy loam

##### Properties and qualities

*Slope:* 0 to 5 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 5.95 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water storage in profile:* Moderate (about 6.3 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3s

*Hydrologic Soil Group:* A

*Hydric soil rating:* No

### 177—Water

#### Map Unit Composition

*Water:* 100 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

# CULTURAL RESOURCES REPORT COVER SHEET

DAHP Project Number: \_\_\_\_\_ (Please contact the lead agency for the project number. If associated to SEPA, please contact [SEPA@dahp.wa.gov](mailto:SEPA@dahp.wa.gov) to obtain the project number before creating a new project.)

Author: Donald D. Pattee and Bill R.Roulette

Title of Report: Results of a Cultural Resources Study of the Proposed Rock Creek Cove Resort Property, Stevenson, Washington

Date of Report: February 4, 2020

County(ies): Skamania Section: 1 Township: 2N Range: 7E

Quad: Bonneville Dam, OR-WA; Carson, WA-OR 2017 Acres: 6.4

PDF of report submitted (REQUIRED)  Yes

Historic Property Inventory Forms to be Approved Online?  Yes  No

Archaeological Site(s)/Isolate(s) Found or Amended?  Yes  No

TCP(s) found?  Yes  No

Replace a draft?  Yes  No

Satisfy a DAHP Archaeological Excavation Permit requirement?  Yes # \_\_\_\_\_  No

Were Human Remains Found?  Yes DAHP Case # \_\_\_\_\_  No

DAHP Archaeological Site #:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Submission of PDFs is required.
- Please be sure that any PDF submitted to DAHP has its cover sheet, figures, graphics, appendices, attachments, correspondence, etc., compiled into one single PDF file.
- Please check that the PDF displays correctly when opened.

# RESULTS OF A CULTURAL RESOURCES STUDY OF THE PROPOSED ROCK CREEK COVE RESORT PROPERTY, STEVENSON, WASHINGTON



By  
Donald D. Pattee, M.A., RPA 32246885,  
and  
Bill R. Roulette, M.A., RPA 11132,

Report submitted to

FDM Development, Inc.  
Kennewick, Washington

February 4, 2020

**APPLIED ARCHAEOLOGICAL RESEARCH, INC., REPORT NO. 2292**



APPLIED  
ARCHAEOLOGICAL  
RESEARCH, INC.  
*Cultural Resource Management and Historic Preservation*

4001 NE Halsey Street, Suite 3  
Portland, OR 97232  
Phone (503) 281-9451

**RESULTS OF A CULTURAL RESOURCES STUDY  
OF THE PROPOSED ROCK CREEK COVE RESORT  
PROPERTY, STEVENSON, WASHINGTON**

By:

Donald D. Pattee, M.A., RPA 32246885  
Bill R. Roulette, M.A., RPA 11132

Report submitted to

FDM Development, Inc.  
Kennewick, Washington

February 4, 2020

**APPLIED ARCHAEOLOGICAL RESEARCH, INC., REPORT NO. 2292**

## ABSTRACT

FDM Development, Inc. (FDM) proposes to develop the Rock Creek Cove resort on an industrial property, formerly occupied by the Hegewald Veneer Mill (HVM), located in the western part of the town of Stevenson in Skamania County, Washington. Developments will include the construction of 14 vacation rental homes, a property management building, and paved parking areas around each structure.

The development site is within an urban exempt area of the Columbia River Gorge National Scenic Area. Therefore, the proposed project is not required to follow the guidelines for cultural resource surveys described in the Columbia River Gorge National Scenic Area Management Plan. However, the project is required to comply with the State Environmental Policy Act as implemented by Skamania County Code (16.04). The State Environmental Policy Act requires all developers to consider the impacts a project may have on the environment and to cultural resources before making permitting decisions. FDM contracted with Applied Archaeological Research, Inc. (AAR) to assist it in determining the effects of its proposed project on cultural resources.

AAR's study was designed to locate cultural resources that may be affected by the development and included background research and a field study. The latter included an intensive pedestrian survey and the excavation of four shovel test pits.

As a result, AAR determined that the entire project area had been impacted by the construction and operation of the HVM. Two concrete pads are all that remain of the mill operations. They mark the locations of the main sawmill building and another mill building. In AAR's opinion, the pads are not archaeological and they were not recorded as an archaeological resource.

In terms of Line 13 of the State Environmental Policy Act checklist, it is AAR finding that the project area does not contain any buildings, structures, or sites, that are listed in or eligible for listing in national, state, or local preservation registers. AAR recommends no further archaeological work is warranted in the current project area.

Although considered unlikely, there is always a possibility that an archaeological resource may be discovered during future development activity on the property. For that reason, the applicant and any contractors that may work on the property need to be aware that under the Revised Code of Washington at 27.53.060, it is unlawful to knowingly damage, deface, or destroy an archaeological site on public or private land in Washington. The Revised Code of Washington at 27.44.040 makes it a class C felony to knowingly remove, mutilate, deface, injure, or destroy any cairn or grave of any native Indian. Thus, in the event that archaeological materials, Indian cairns, or human remains are encountered during the development of the property, all construction activities must stop in the vicinity of the finds and the Department of Archaeology and Historic Preservation should immediately be notified and work halted in the vicinity of the finds until they can be inspected and assessed. Procedures outlined under Washington Administrative Code 25-48 will be followed and work will not resume until mitigation measures have been agreed upon.

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## INTRODUCTION

### Project Description and Staffing

FDM Development, Inc. (FDM) proposes to develop the former site of the Hegewald Veneer Mill (HVM) located at Rock Creek Cove resort into a resort that would include 14 vacation rental homes, a property management building, associated infrastructure, and paved parking areas. The development site is within an urban exempt area of the Columbia River Gorge National Scenic Area (CRGNSA). Therefore, the proposed project is not required to follow the guidelines for cultural resource surveys described in the CRGNSA Management Plan. However, the project is required to comply with the State Environmental Policy Act (SEPA) as implemented by Skamania County Code (16.04). SEPA requires all developers to consider the impacts a project may have on the environment and to cultural resources before making permitting decisions. To assist FDM in its compliance with SEPA requirements, Applied Archaeological Research, Inc. (AAR) conducted a cultural resource survey of the proposed development site.

Archaeological fieldwork for the project was supervised by Donald D. Pattee, M.A., RPA 32246885 who was assisted by Michelle R. Lynch, M.A., RPA 429967347. The project was under the technical supervision of Bill R. Roulette, M.A., RPA 11132, AAR's Principle Investigator. Mr. Pattee, Ms. Lynch, and Mr. Roulette meet the Secretary of the Interior's professional qualification standards.

### Conventions

In this report, measurements for common distances, elevations, and areas are in United States customary units (e.g., feet, miles, and acres). Measurements related to archaeological techniques and artifact analyses are in metric units (e.g., meters, centimeters, and millimeters). Numbers in the thousands used to express ages and distances feature commas to denote thousands. Calendar dates and dates used to express years before present (B.P.) do not use commas to denote the thousands place but do use commas to denote the ten thousands place.

### Description of the Project Area

The proposed resort development site is in the western part of the town of Stevenson in Skamania County, Washington, in Section 1, Township 2 North, Range 7 East, Willamette Meridian (Figure 1). It is privately owned and encompasses 6.4 acres. It is composed of three contiguous tax parcels numbered 02070100130300, 02070100130400, and 02070100130200, that together form an irregularly-shaped tract that is maximally 1,022 feet (ft) measured north-to-south and 580 ft measured east-to-west. The property is located on a peninsula that projects into Rock Creek Cove on the northern bank of the Columbia River. The cove was created in 1937 as a result of flooding that occurred along the banks of the river east of Cascade Locks soon after the Bonneville Dam began operation. Its west side is bordered by Rock Creek Drive. Its other sides are defined by the boundaries of the proposed development footprint and the cove (Figure 2).

The project area is at an elevation of about 102 ft above mean sea level (amsl). Its surface has been artificially flattened and built up. The modifications are most likely related to the development of the property by the HVM in the early 1950s (see below). Its central part contains two concrete pads that mark the former locations of mill buildings. The largest pad is 337 ft long and 86 ft wide. It marks the former location of the main sawmill (Figure 3). The other pad is 59 ft long and 45 ft wide and most likely marks the location of a second mill building, possibly a machine shop.

Prior to AAR's fieldwork parts of the property had been disturbed by heavy equipment that was used to clear brush and remove trees. Cleared vegetation and soil were pushed into low piles that

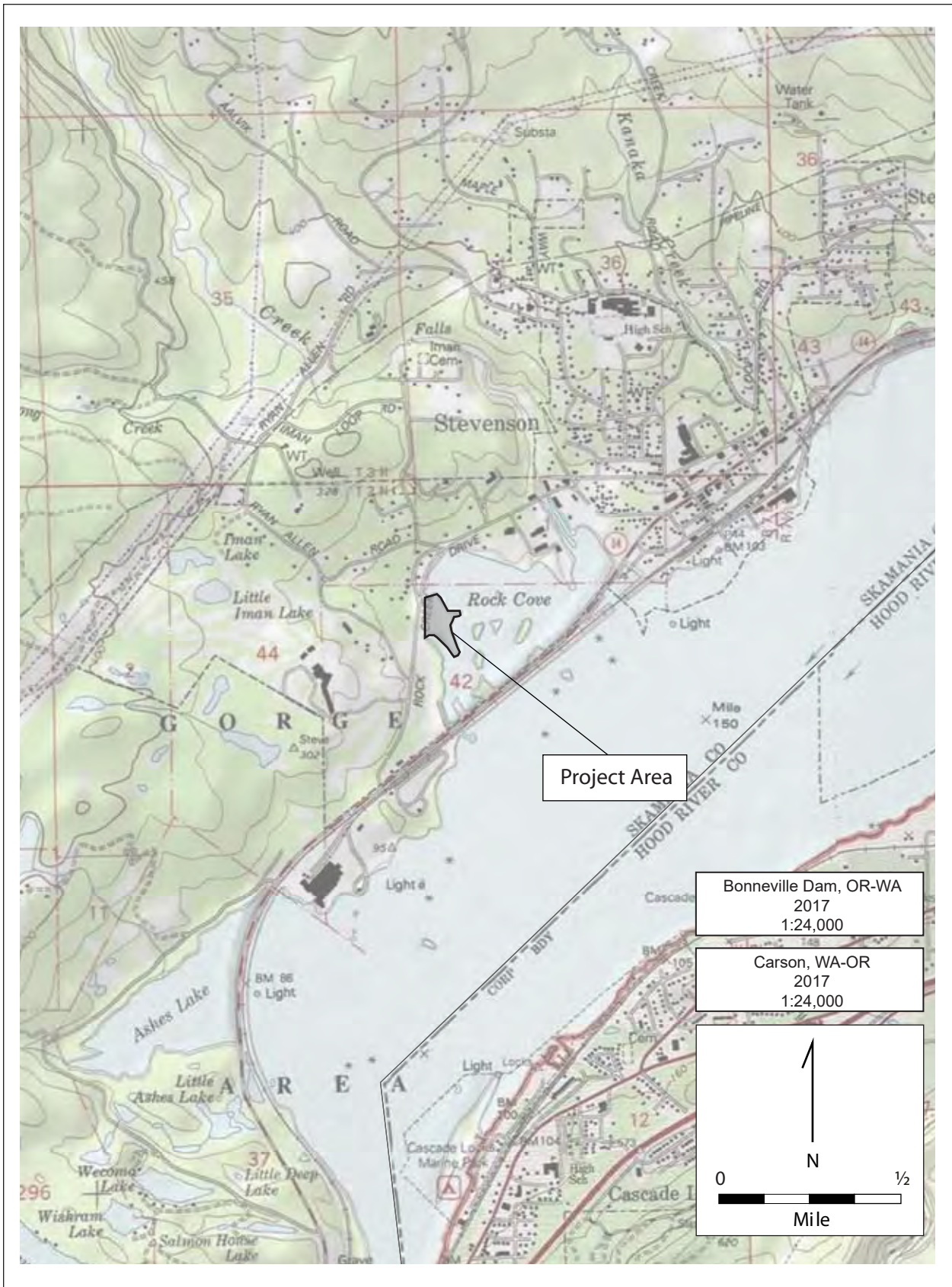


Figure 1. Location of the project area.



Figure 2. Aerial photomap of the project area.



Figure 3. Photographic overview looking east at the concrete foundation of the main sawmill building of the HVM.

remain in place (Figure 4). At least two trenches had been excavated in the eastern part of the property and partly backfilled (Figure 5). The ground surface in the parts of the property that were not disturbed or otherwise obscured by gravel or building foundations were covered in grasses, blackberry brambles, and a scattering of Douglas-fir, alder, and maple trees (Figure 6).

### **Project Background**

In 2016, Skamania County initiated an inventory of all brownfield sites (i.e. abandoned properties where there may be environmental contamination) located in the county to better understand their impacts on surrounding communities and to study their potential for commercial development. As part of the inventory, the county conducted a Phase II environmental site assessment (ESA) of the project area to evaluate the potential environmental impacts associated with the historical operation of the HVM. No cultural resource investigations were conducted on the property in advance of or as part of the assessment. The ESA included the use of ground penetrating radar across the site to check for buried infrastructure (e.g. tanks, tank pits, pipes, or septic systems). In addition, ten test pits were excavated in select areas to extract soil samples to be analyzed for metals, petroleum, and dioxins. The GPR results showed that there were no buried infrastructure and no petroleum was detected in the soil. Some metals and dioxins were detected, but did not exceed contamination levels considered by the Model Toxics Control Act to be harmful to humans. The ESA recommended that no further environmental remediation of the site was warranted.



Figure 4. Photographic overview looking north of an area cleared of brush. The vegetation and displaced soil have been pushed into low piles.



Figure 5. Photographic overview looking northeast of an area that had been trenched prior to fieldwork.



Figure 6. Photographic overview looking west showing typical vegetation throughout the project area at the time of fieldwork.

## ENVIRONMENTAL, CULTURAL, AND HISTORICAL CONTEXTS

### Environmental Setting

The project area is located in the southernmost part of the Southern Washington Cascade physiographic province where the mountains have been incised by the Columbia River Gorge. The province is characterized by deeply dissected and weathered mountains set on a generally western sloping terrace. It contains rugged mountainous areas, river floodplains, and low terraces.

The modern topography of the Gorge reflects the down cutting of the Columbia River through basalt bedrock. The basalt was laid down during the Miocene in a number of individual flows that collectively are known as the Columbia River Basalts. The lava from these flows originated in central and eastern Washington and Oregon and streamed westward down the Columbia River valley to the sea (Allen et al. 1986). Exposures of these flows can be seen in the steep walls framing the Gorge.

Following the deposition of the basalts, the Cascades were up-arched. As the mountains were rising, the Columbia River was cutting down through the range, creating its deep canyon. Later, toward the end of the Pliocene and into the Pleistocene, volcanic activity resumed in the Cascades, producing lava flows which filled the tributaries of the Columbia and which displaced the river to the north, near its present position. The strato volcano peaks of Mt. Hood, Mt. St. Helens, and Mt. Adams began to rise some 700,000 years ago, a process which continues into the present. The up-arching of the Cascades created a barrier to easterly flowing moist marine air and resulted in the climatic division of the region into the moist western and dry eastern portions (Allen et al. 1986). In the Columbia River Gorge, this climatic change occurs around White Salmon and Hood River, a short distance upriver, or east, of the project area.

Although the basalt flows of the Miocene laid the foundation for the physiography of the Gorge, the geological events of the Pleistocene shaped it into its present configuration. The most important of these events were the Missoula Floods (known variously as the Bretz or Spokane floods) that occurred between about 17,000 and 12,700 years ago (Clague et al. 2003; Waitt 1994). The floodwaters originated in Glacial Lake Missoula, a body of water formed when the Purcell Trench Lobe of the Cordilleran ice sheet blocked the Clark Fork River in Montana. When the waters of Lake Missoula breached the ice dam, a wall of water estimated to have been ca. 2,000 ft high was released. In a single flood, somewhere near 500 cubic miles of water rushed across the Columbia Plateau and entered the Columbia River system (Alt and Hyndman 1993:172). The tremendous force and volume of the floods scoured away the soils of the Gorge and altered the river valley from its previous V shape to its present U-shaped cross-sectional profile (Allen et al. 1986:159).

The floods led to the oversteepening of the Gorge walls, particularly in areas where the Columbia River basalts are underlain by the easily erodible Eagle Creek Formation. These conditions have made a nearly 50-square-mile area toward the west end of the Gorge prone to landslides. The project area is situated near the leading edge of a debris deposit from the quaternary-aged Red Bluff landslide, which is part of the greater Cascade Landslide Complex. The deposits extend further southward and are submerged in Rock Creek Cove (Pierson et al. 2016; Randall 2012).

The project area is in the *Tsuga heterophylla* zone, a classification of plant associations that is found throughout western Washington and Oregon in wet maritime climates between sea level and about 2,300 ft amsl (Franklin and Dyrness 1988). Throughout the zone, Douglas-fir, western hemlock, and western redcedar with few hardwoods dominate typical overstory vegetation in forested areas. Common forest understory plants throughout the zone include vine maple, hawthorn, wild rose, blackberry, thimbleberry, and snowberry.

The primary soil mapped within the project area is Arents, 0 to 5 percent slopes (Haggen 1990). It is an anthropogenic soil that developed as the result of disturbance and redeposition through various human activities such as mining, dredging of water bodies, road building, and construction (Sencindiver and Ammons 2000). It does not represent a native soil body, but rather formed in spoils that have been removed from their original context and redeposited. No single profile of Arents is typical. One commonly observed includes a 24-inch-thick "A horizon" of dark brown, gravelly sandy loam. The underlying material extends to a depth of 5 ft below surface and consists of stratified gravelly to very gravelly loamy sand (Haagen 1990).

### **Ethnographic Overview**

The project area is located at the eastern periphery of the traditional territory of the Cascade people that spoke an Upper Chinook dialect and were closely aligned with other Upper Chinook peoples that occupied both sides of the Columbia River between from roughly the mouth of the Washougal River to a point above Dallesport including the Hood River, White Salmon, Wasco, and Wishram (French and French 1998:360-363). The territory of the Cascades Chinook included lands on each side of the Columbia River in the vicinity of the Cascades of the Columbia, a section of river narrowed and obstructed with landslide debris where the river dropped about 40 ft in elevation through a series of rapids over a distance of several miles. The Cascades controlled the portages around the rapids and the important salmon fishery centered there.

The Cascade people and other Upper Chinookan groups lived in autonomous villages without overarching political organization or centralized government (French and French 1998:369). Villages were presided over by chiefs who held office based primarily on a system of hereditary leadership rights (Silverstein 1990:541). Chiefs were usually persons of the highest rank within the hierarchically organized Chinook society, and chiefly status was conferred on members of wealthy and politically

influential families. Status, class, and rank were used as organizational principles in Chinook society. Chiefs, along with shamans, warriors, and traders, formed a small upper class with slaves forming the bottom of the social hierarchy. Commoners ranged between these hierarchical poles and were probably ranked along numerous socially recognized gradations. High rank and high class was strongly linked to wealth.

Winters were spent in permanent settlements consisting of one or more rectangular, gabled-roofed, upright-cedar-plank houses (Hajda 1994; Silverstein 1990) that featured raised sleeping and storage platforms that lined the house walls. In 1805, Lewis and Clark encountered the Chinook village of Wishram on the north side of the Columbia River (near what is now Columbia Hills State Park) and described some 20 homes constructed of wood, the first wooden houses the expedition had seen since leaving Illinois (Wilke et al. 1983:75-76). Chinook subsistence was oriented toward fishing and root-and-berry gathering. Most subsistence activities were organized around small groups that dispersed to smaller camps focused on task-specific subsistence activities.

Native peoples that lived along the Columbia River came into contact with European and American sea-borne fur traders in the late-eighteenth century. Diseases introduced by the traders, especially small pox, influenza, and malaria, spread rapidly upriver and throughout the region with catastrophic results. The first historical reports of a malarial epidemic are from 1830. Within four years 75 to 90 percent of the regional native population was dead (Boyd 1985). Displaced groups and individuals formed *ad hoc* communities or joined those still existing, and either attempted to follow traditional patterns or adopted the life ways of the Euroamericans (Hajda and Boyd 1988:45-46).

## Historical Overview

The first Euroamericans to pass through the Columbia River Gorge were explorers and fur traders in the early decades of the nineteenth century. Among the explorers were Lewis and Clark who led their Corps of Discovery expedition down the Columbia River in 1805, and David Thompson, who traversed the length of the Columbia River in 1811. After the establishment of a land-based fur trade around 1811, a greater number of Euroamericans traveled throughout the region in search of furs. Travel logs left by early traders in the region document the spread of disease among the native populations of the Columbia River as early as the 1830s, resulting in a catastrophic population loss (Minor et al. 1986:54-55). By 1834, missionaries began trickling into the region, followed several years later by the initial waves of pioneers heading to the Willamette Valley along the Oregon Trail. Between 1841 and 1851 all travelers and settlers heading west had to pass through the Columbia River Gorge, where, just east of the city of Stevenson, they were forced to portage along the north bank of the river around the rapids known as the Upper, Middle, and Lower Cascades.

The passing of the Oregon Donation Land Act of 1850 resulted in a steady influx of Euroamerican settlers that initially used the area for grazing livestock and logging (Mack and McClure 1999). As more settlers arrived to the region, small communities were established along the banks of the Columbia River, which provided needed services for travelers passing through the gorge. These included lodging, supplies, and improved portage routes. One such community was Stevenson, which shared the name of its founder, George Stevenson. The town was founded in 1893 and quickly became an important way-stop for travelers passing through the gorge. River transportation improved with the construction of the Cascade Locks in 1896 allowing boats to by-pass the cascades. Incoming travelers to the region could now navigate the Columbia River from Portland as far as The Dalles. Easier river travel spurred economic development in Stevenson and by 1900 the town featured two hotels, two saloons, two restaurants, as well as a general store, drug store, post-office, jail, print shop, and court house (Skamania County Chamber of Commerce 2020; Wilma 2006). The town was officially incorporated in 1908. That same year, the Spokane, Portland, and Seattle rail line arrived and connected the town to the major cities of the Pacific Northwest (Wilma 2006).



The rail line and the more navigable river resulted in logging and milling becoming one of the more important economic pursuits in the region as timber products could be transported with relative ease to Portland or Seattle and then shipped overseas where demand was high. In the following decades, the logging industry became vital to the economy of Stevenson. Trees logged in the hills backing the town were transported by flumes down to sawmills that lined the shoreline including the HVM.

The HVM operated between 1952 and 1973. It was primarily used for the production of wood veneer, which was peeled from tree logs and then pressed into 8-foot-long sheets (Hunt 1964). The sheets were used to line doors, table tops, and cabinetry panels. At the height of its operation, the mill produced 60,000,000 square feet of veneer annually (Hunt 1964). Waste produced from the process (e.g. wood chips or parts of the log not suitable for milling) was burned in two conical structures referred to at the time as “wigwam burners” (Hunt 1964). Tree logs were stored in Rock Creek Cove, which was enclosed by wooden booms that prevented the logs from floating downriver. In 1973, the mill was sold to Louisiana Pacific, which operated it until its closure in 1975. Around that same time, other sawmills in the Stevenson area closed resulting in the loss of hundreds of jobs and severely impacting the economy of the town. It did not fully recover until the early 1990s (Wilma 2006).

### **Historical Maps Research**

As part of the background research, historical maps were reviewed to determine the likelihood that the project area contains undocumented historic-era features and to trace land ownership. Maps reviewed include those produced by the General Land Office (GLO) as part of the cadastral survey and those prepared by the United States Geologic Survey (USGS). Historic aerial photographs were also reviewed.

The earliest maps that depict the project area are cadastral survey maps produced by the General Land Office (GLO) in 1860, 1876, 1903, and 1906. The project area is shown as devoid of developments on the maps (GLO 1860, 1876, 1903, 1906). An 1864 GLO map shows lands taken out of federal ownership through land claims. The project area is shown as within a 319.91-acre land claim filed by D. Baughman (GLO 1864).

A 30-minute (1:125,000) map published by the United States Geological Survey (USGS) in 1929 shows the project area before inundation of the Bonneville Pool (also known as Bonneville Lake) the reservoir behind Bonneville Dam (USGS 1929). No buildings or other developments are depicted in it (Figure 7). A 15-minute map published by the USGS in 1957 shows the project area after completion of the Bonneville Dam and formation of the reservoir behind it (USGS 1957). A large rectangular structure is shown on the map to be in the project area representing the main HVM sawmill building (Figure 8).

An aerial photograph taken of the mill sometime between 1952 and 1973 on display in the Columbia Gorge Interpretive Center Museum, shows that HVM in full development (Figure 9). The mill complex can be seen to cover the entire project area with much of it covered by buildings, what appear to be graveled surfaces, stockpiled wood products, and general debris. The photograph shows the main sawmill and the second mill building in locations corresponding to where concrete pads remain. It also shows two wigwam burners that were located in the southern part of the property (Western Ways, Inc., n.d.).

### **Previous Archaeology in the Project Area and Vicinity**

A review of records on file at the Washington State Department of Archaeology and Historic Preservation (DAHP) accessed online using its Washington Information System for Architectural and Archaeological Records Data (WISAARD) database showed that the project area has not previously been surveyed for cultural resources. Thirty-three cultural resource investigations have been conducted within

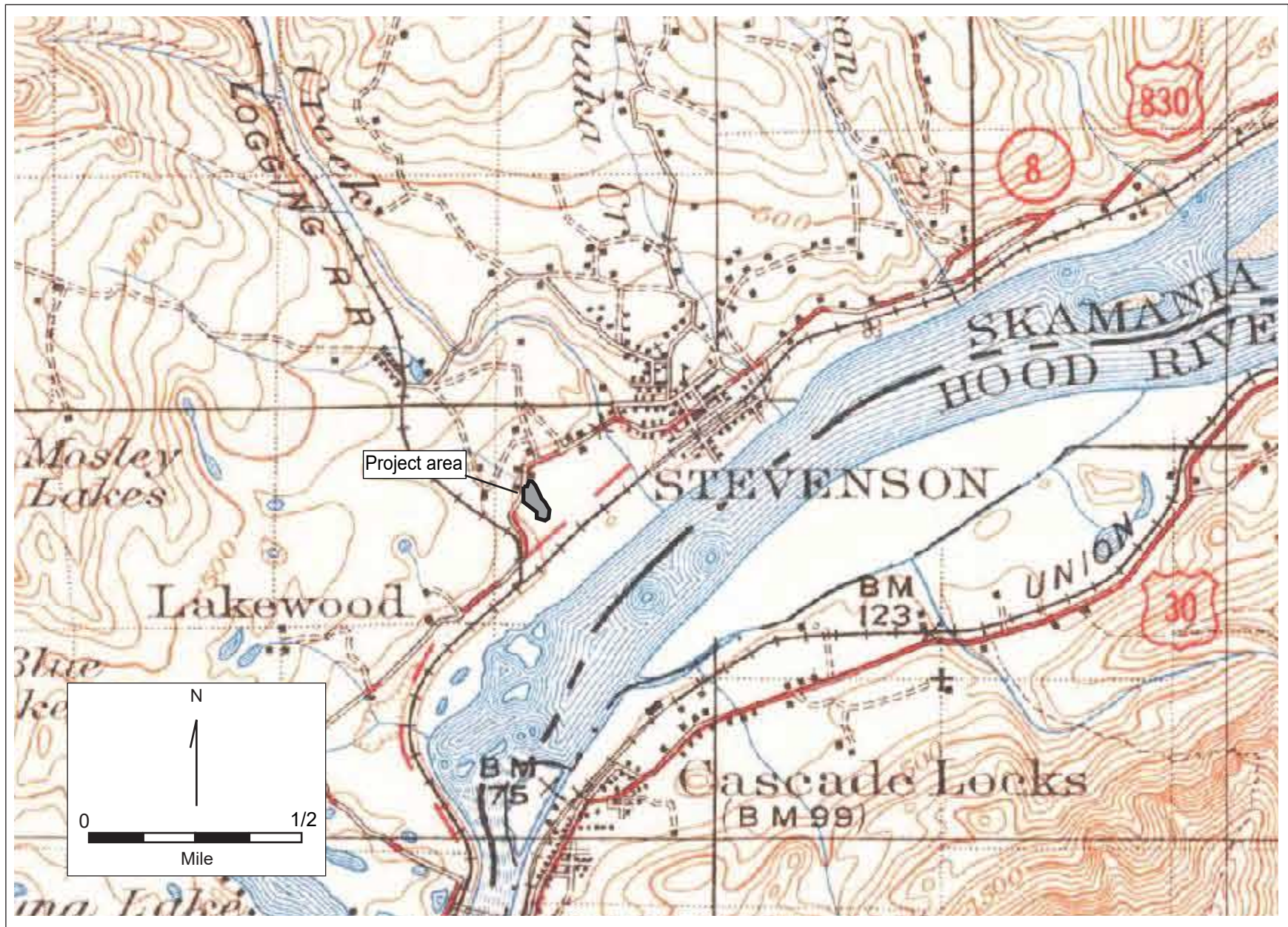


Figure 7. Location of the project area as depicted on the Hood River, Wash.-Oreg., 30-minute topographic quadrangle published in 1929.

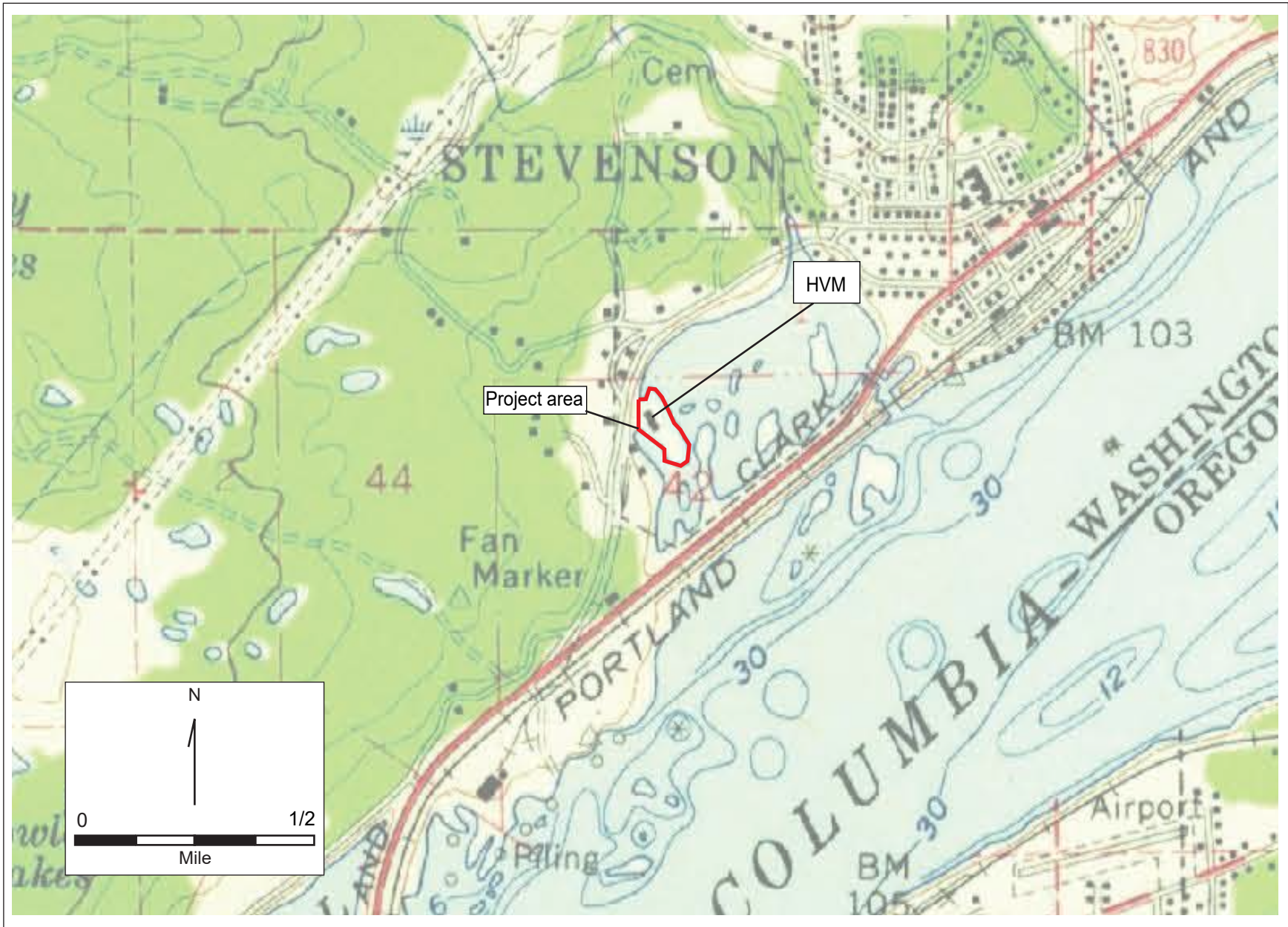


Figure 8. Location of the project area and the HVM as depicted on the Bonneville Dam, Oreg.-Wash., 15-minute topographic quadrangle published in 1957.



Figure 9. Aerial photomap taken of the HVM sometime between 1952 and 1973. Photomap is currently on display in the Columbia Gorge Interpretive Center Museum.

two miles of it (Table 1). The studies have generally consisted of reconnaissance and formal surveys that have resulted in the identification of multiple component sites 45SA20 and 45SA541, pre-contact sites 45SA210, 45SA600, 45SA633, 45SA650, pre-contact isolate 45SA585, and historic-era sites 45SA8, 45SA121, 45SA501, and 45SA502.

Of the previously recorded sites, 45SA20, the Ice House Lake site, has been the most intensively studied. The site was recorded during a cultural resources survey conducted by the University of Washington in advance of the construction of a powerhouse at Bonneville Dam (Mesrobian and Sunstrom 1976). It is located about 1.4 miles to the southwest of the project area on terraces overlooking the northern shore of the Columbia River. Evaluative test excavations were conducted at the site in 1988. They included a surface inspection as well as the excavation of six 1-x-1 meter (m) test units (TUs) and six auger test probes. The investigation resulted in the recovery of a variety of pre-contact and historic-era artifacts as well as floral and faunal remains.

Pre-contact artifacts recovered from the site included 11,243 pieces of cryptocrystalline silicate (CCS), obsidian, basalt, and petrified wood debitage and 99 stone tools. Tools included projectile points, preforms, knife fragments, bifaces, flake knives, perforators, used flakes, hammerstones, pounders, anvils, choppers, cobble flake knives, spall tools, abraders, and cores (Minor 1988). Most of the projectile points identified were small, narrow necked forms consistent with Types 7, 8, 10, and 12 described in Pettigrew's (1981) projectile point chronology of the Portland Basin. Broad-necked projectile points of the Type 2 variety were also observed (Pettigrew 1981).

The 439 historic-era artifacts recovered during the investigations included fragments of earthenware, porcelain, stoneware, and Chinese ware, clay pipes, vessel glass, machine cut nails, spikes, brace plates, iron bolts, staples, wire, bullets, metal scraps, and gunflint. A few pieces of charred nut shell and 148 animal bones were also recovered. Most of the bones were small fragments. Most were from sturgeon but they also included horse, elk, deer, cow, salmonids, and cyprinid bones (Minor 1988).

Minor (1988) determined that the site represented the village *Wahlala* (Curtis 1911) or *Walala* (Spier and Sapir 1930) occupied by the Cascade Chinook. It is described in the journal of Lewis and Clark as consisting of eight plank slab houses that were inhabited part of the year during the fishing season. Based on the results of the investigation, the site was interpreted to have been continually used by Chinook as a seasonal fishing village during the pre-contact period and into historic times. Initial occupation of the site was thought to have occurred 830 years ago. The site was likely abandoned around 1850 when the United States established a strong military presence throughout the Columbia River Gorge (see below). The site was recommended as eligible for listing on the National Register of Historic Places (NRHP).

The other multicomponent site within two miles of the project area is 45SA541. The site was recorded based on the inadvertent discovery of human remains in the side wall of a utility trench during the installation of buried telecommunications equipment. The discovery triggered emergency archaeological excavations and the screening of a sample of the spoils created during the trenching. Recovered were 86 human or potentially human bones and mixed historical; and prehistoric artifacts all of which were contained in a thick layer of imported fill (Paraso and Ellis 2010).

Of the previously recorded pre-contact resources, three of them (45SA210, 45SA585, and 45SA650) consist of low density, lithic scatters that have not been documented past the initial survey phase. Site 45SA210 was identified 1.5 miles to the southwest of the project area on the north shore of Ashes Lake. As documented, the site contains one desert side-notched projectile point, a piece of human bone, and pieces of lithic debitage (Cole and Southard 1971). Only lithic debitage was identified at the other resources with site 45SA585 containing 10 pieces of CCS and basalt debitage and isolated find 45SA650 containing a single piece of CCS debitage (Becker and Roulette 2017; Olander et al. 2011).

Table 1. Cultural Resource Surveys Conducted within 2 Miles of the Project Area

Author(s) of Report/Year	Type of Investigation	Size of Study Area	Findings
Cole and Southard 1971	Formal survey	Not listed	45SA210 identified and documented
Dunnell and Lewarch 1974	Formal survey	Not listed	45SA8 identified and documented
Mesrobian and Sundstrom 1976	Formal survey	Not listed	45SA20 identified and recorded
Minor 1988	Evaluative testing	Not listed	Additional study at 45SA20 that refined its boundaries and expanded its artifact assemblage.
Minor and Beckham 1988	Evaluative testing	Not listed	45SA121 identified and documented
Freed 1989	Damage Assessment	Not listed	Additional study at 45SA20 that expanded its artifact assemblage.
Boynton 1995	Formal survey	82 acres	Archaeological resources identified and documented at distances greater than 2 miles from the project area
Musil 1999	Formal survey	120 acres	No archaeological resources identified
Easton and Roulette 2002	Formal survey	Not listed	No archaeological resources identified
Stilson 2002	Formal survey	4.4 acres	Archaeological resources identified and documented at distances greater than 2 miles from the project area
Scott 2003	Cultural resource monitoring	47 mile linear corridor	Archaeological resources identified and documented at distances greater than 2 miles from the project area
White and Ozburn 2003	Reconnaissance survey	Not listed	No archaeological resources identified
Boynton and Fagan 2006	Formal survey	4.2 acres	45SA501 and 45SA502 identified and documented
Gall 2006	Formal survey	25.4 acres	No archaeological resources identified
Dryden 2007	Reconnaissance survey	0.90 acre	No archaeological resources identified
Dryden 2009	Reconnaissance survey	0.01 acre	No archaeological resources identified
Lloyd-Jones and Ozburn 2009	Formal survey	5 acres	No archaeological resources identified
Dryden 2010a	Reconnaissance survey/cultural resource monitoring	2 acres	No archaeological resources identified
Dryden 2010b	Reconnaissance survey	0.15 acre	No archaeological resources identified
Paraso and Ellis 2010	Emergency archaeological excavations	Not listed	45SA541 identified and documented
Olander et al. 2011	Formal survey	Not listed	45SA585 identified and documented
Kiers 2012	Formal survey	<0.1 acre	No archaeological resources identified
Knutson et al. 2012	Formal survey	8.6 acres	45SA600 identified and documented. Numerous other resources identified at distances greater than 2 miles from the project area.
Harris et al. 2013	Formal survey	3.5 acres	No archaeological resources identified
O'Donnchadha 2013	Formal survey	1 acre	No archaeological resources identified
Bard et al. 2014	Formal survey	123.5 acres	Archaeological resources identified and documented at distances greater than 2 miles from the project area

Table 1. Cultural Resource Surveys Conducted within 2 Miles of the Project Area, continued

Author(s) of Report/Year	Type of Investigation	Size of Study Area	Findings
Jenkins and Reese 2014	Formal survey	2.6 acres	No archaeological resources identified
Pattee and Roulette 2014	Formal survey	8.26 acres	No archaeological resources identified
Smith and Gall 2014	Formal survey	30 acres	Additional study at 45SA600 that refined its boundaries. 45SA633 identified and documented.
Holschuh 2015	Formal survey	1 acre	No archaeological resources identified
Becker and Roulette 2017	Formal survey	1 acre	45SA650 identified and documented
Homan and O'Donnchadha 2017	Formal survey	52.51 acres	No archaeological resources identified
Gall and Smith 2019	Formal survey	41.5 acres	Additional study at 45SA8 that refined its boundaries and expanded its artifact assemblage. Archaeological resources identified and documented at distances greater than 2 miles of the project area.

Pre-contact sites 45SA600 and 45SA633 were observed to contain shallow pit features that had been excavated into a talus slope. The sites are located about two miles to the southwest of the project area. The date, origin, and function of the pits could not be determined. They are similar to those identified on the summit of Wind Mountain located approximately seven miles to the northeast of the project area, which are considered sacred to past and contemporary Native American groups. Because of this, the features were recorded as archaeological sites (Knutson et al. 2012; Smith and Gall 2014).

Historic-era site 45SA121 is located about 1.2 miles to the southwest and consists of the remnants of the U.S. Army's Fort Lugenbeel and the civilian town site of Upper Cascades. The town was established in 1851 and became one of the first frontier communities in the Columbia River Gorge. It contained hotels, homes, storage buildings, a portage tramway, and a sawmill. By 1855 the U.S. Army had established Fort Cascades at the Lower Cascades and Fort Rains at the Middle Cascades to the west to ensure the safe passage of troops and supplies from Fort Vancouver. Both forts were attacked and destroyed by Native Americans in 1856. Following the attack, the U.S. Army regained control of the area and constructed Fort Lugenbeel on a ridge above the community at Upper Cascades to deter future attacks (Minor and Beckham 1988). Evaluative testing at the site in 1988 resulted in the identification of multiple building foundations associated with the fort and town site as well as the recovery of 4,630 artifacts. These included ceramic and glass fragments, nails, spikes, bricks, various items related to firearms, clay pipe fragments, buttons, and faunal remains (Minor and Beckham 1988). The fort and town site were used between 1850 and 1880. The site has been listed on the NRHP under Criterion D.

Historic-era site 45SA8 was initially identified in 1974 as an historical homestead based on anecdotal information (Dunnell and Lewarch 1974). At the time of its recording, the location of the site was not field verified. In 2019, the site was the subject of a formal cultural resources survey that resulted in the discovery of a sparse, subsurface historic-era debris scatter. Observed artifacts included amber, aqua, amethyst, and colorless vessel glass, cut nails, several bottle bases, fragments of whiteware ceramics, and metal fragments (Gall and Smith 2019). Based on the identification of temporally sensitive artifacts during the investigation, the site deposit was determined to have formed between 1880 and 1920 (Gall and Smith 2019).

Historic-era sites 45SA501 and 45SA502 are located approximately 1 mile to the northeast of the project area. They were identified during a cultural resources survey conducted in advance of the construction of a residential subdivision. Site 45SA501 consists of a small dump of household debris, which includes oval Postum tins, a Hazel-Atlas bottle base, zinc caps, rusted cans, canning jars, and

fragments of machine molded glass. The dump has been interpreted to have formed in the early 20<sup>th</sup> century (Boynton and Fagan 2006). Site 45SA502 consists of the ruins of an historic-period residential structure that was constructed in 1895 (Boynton and Fagan 2006).

Two historic-era cemeteries, which were recorded as cultural resources, are located within two miles of the project area. They are sites 45SA555, the Iman Cemetery, and 45SA651, the Gropper Cemetery. The first is located on land that was owned by Feliz Grundy Iman and was established in 1889 (Anonymous n.d.a). The second is located on the northern end of Stevenson and was established in 1905 (Anonymous n.d.b).

## METHODS AND RESULTS

### Fieldwork Methods

Fieldwork was conducted on January 8 and 15, 2020. The approach to the fieldwork was informed by the results of the background research that showed that the entire development site had been significantly impacted by past development that appears to have included grading and leveling the ground surface. Subsequent to that soil and gravel were dumped across the landform and compacted. With that history of land use in mind, the potential for buried archaeological deposits to be present was assessed as very low. Consequently, the fieldwork consisted of an intensive surface survey and the excavation of four shovel-test-pits (STPs) to verify the suspected level of disturbance and to examine the character of subsurface conditions (Figure 10).

The STPs were 30 centimeters (cm) in diameter and were excavated in 20-cm or thinner levels to depths that ranged between 20 and 50 cm below surface (cmbs). All sediments removed from the probes were screened through one-eighth-inch-mesh hardware cloth. Afterward, the STPs were completely backfilled and their locations were recorded using a handheld Trimble Geo7X global positioning system (GPS) device. GPS data were then corrected and exported to a graphics program for final editing and formatting.

### Results of the Field Investigations

The ground surface was inspected by walking transects spaced no more than 10 m apart. Ground surface visibility was variable. In the parts of the property that were obscured by building foundations, gravel, or trampled blackberry brambles, surface visibility was zero percent. Areas that had been trenched and then backfilled prior to fieldwork had 100 percent visibility. Other areas of the property were covered in a thin layer of grass and duff. Surface visibility in these areas was about 25 percent. No artifacts were found on the ground surface. The two concrete pads, mentioned above, were observed. They appear to be all that remains of the HVM. All other mill facilities have been completely removed. The slabs are overgrown and covered with a thin layer of moss and grass.

No artifacts were found in the STPs. Soil profiles encountered during the excavations consisted entirely of fill material, which matched the description of Arents, 0 to 5 percent slopes mapped on the property. Profiles generally included a 5- to 20-cm-thick organic layer of very dark brown (7.5YR 2/2) sandy loam, which capped a 10- to 45-cm-thick layer of brown (10YR 4/3), sandy loam (Figure 11). At least three quarters of the soil matrix in the latter layer contained angular gravel intermixed with small to medium angular cobbles (Figure 12). STP 3 and 4 terminated at 20 cmbs due to an impenetrable layer of angular cobbles (Table 2).





Figure 10. Aerial photomap of the project area showing the locations of the concrete slabs representing mill structures, STPs, and pedestrian transects walked.



Figure 11. Representative view of the gravelly fill encountered in the STPs.



Figure 12. Representative view showing the amount of rock found in the STPs.

Table 2. Summary Results of STPs Excavated

STP #	Depth (cmbs)	Sediments (Moist)	Results
1	0-5	Organic layer of very dark brown (10YR2/2) sandy loam	No artifacts
	45-50	Brown (10YR4/3) sandy loam. Numerous angular gravels and cobbles.	
2	0-20	Organic layer of very dark brown (10YR2/2) sandy loam	No artifacts
	20-50	Brown (10YR4/3) sandy loam. Numerous angular gravels and cobbles.	
3	0-5	Organic layer of very dark brown (10YR2/2) sandy loam	No artifacts
	5-20	Brown (10YR4/3) sandy loam. Numerous angular gravels and cobbles. Terminated at impenetrable layer of angular cobbles.	
4	0-5	Organic layer of very dark brown (10YR2/2) sandy loam	No artifacts
	5-20	Brown (10YR4/3) sandy loam. Numerous angular gravels and cobbles. Terminated at impenetrable layer of angular cobbles.	

## SUMMARY AND RECOMMENDATIONS

### Summary

This report has described the results of a cultural resources study conducted by AAR of a 6.4-acre property that FDM proposes to develop into the Rock Creek Cove resort. The study included background research and field investigations. The results of the background research indicate that the property has been significantly altered such that it has low potential to contain archaeological resources. AAR's fieldwork included an intensive surface survey and excavation of four STPs. No artifacts were found. Profiles exposed in the probes showed that a thick layer of imported gravelly fill covers the entire development site.

The only trace of the HVM consists of two concrete pads that mark the location of two of the mill buildings. In AAR's view, the pads are not archaeological and they were not recorded as an archaeological resource.

### Recommendations

AAR's study was done to assist FDM in complying with SEPA as implemented by Skamania County Code (16.04). In terms of Line 13 of the SEPA checklist, it is AAR finding that the project area does not contain any buildings, structures, or sites, that are listed in or eligible for listing in national, state, or local preservation registers. AAR recommends no further archaeological work is warranted in the current project area.

Although considered unlikely, there is always a possibility that an archaeological resource may be discovered during future development activity on the property. For that reason, the applicant and any contractors that may work on the property need to be aware that under the Revised Code of Washington at 27.53.060, it is unlawful to knowingly damage, deface, or destroy an archaeological site on public or private land in Washington. Under the Revised Code of Washington at 27.44.040 it is a class C felony to knowingly remove, mutilate, deface, injure, or destroy any cairn or grave of any native Indian. Thus, in the event that archaeological materials, Indian cairns, or human remains are encountered during the development of the property, all construction activities must stop in the vicinity of the finds and the DAHP should immediately be notified and work halted in the vicinity of the finds until they can be inspected and assessed. Procedures outlined under Washington Administrative Code at 25-48 will be followed and work will not resume until mitigation measures have been agreed upon.

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January 21, 2020

Zachary Pyle, PE  
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Kennewick, WA 99338  
[zpyle@fdmdevelopment.com](mailto:zpyle@fdmdevelopment.com)  
(210) 849-5592

Re: Rock Cove Preliminary Critical Areas Assessment

Zach,

Ecological Land Services (ELS) completed a field assessment for FDM Development to determine whether wetlands or fish and wildlife habitat conservation areas (hereafter collectively termed critical areas) are located on or adjacent to parcels 02070100130300, 02070100130400, and 02070100130200 (hereafter referred to as the study area) in the City of Stevenson, Skamania County, Washington. The study area is in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 1, Township 2 N, and Range 7 East of the Willamette Meridian, coordinates 45.6890, -121.8992, and accessed from Rock Cove Drive (Figure 1). City of Stevenson zoning is "Commercial Recreation" (CR).

ELS completed fieldwork for a critical areas determination on December 30, 2019 in collaboration with Washington Department of Ecology (Ecology) staff. This letter provides a description of the study area's existing conditions as observed on December 30<sup>th</sup> and a summary of critical areas findings in accordance with Stevenson Municipal Code (SMC), Title 18 "Environmental Protection", Chapters 18.08 "Shoreline Management" and 18.13 "Critical Areas and Natural Resource Lands", and Stevenson's Shoreline Master Programs (SMP) dated 1977 (approved) and 2018 (in review).

#### *Site Description*

The study area consists of three parcels that form a peninsula in Rock Cove; Rock Cove is a side channel of the Columbia River formed by the berm for Lewis and Clark Hwy (WA 14) and an adjacent railroad. An unnamed tributary enters Rock Cove north of the study area and Rock Creek enters Rock Cove to the east (Figure 3). An open connection between Rock Cove and the Columbia River is present at its confluence with Rock Creek, southeast of the study area. The study area is currently undeveloped (there are no buildings) but it retains improvements from prior industrial land uses that include concrete and gravel surfaces, gravel roads accessing various points within the study area, a graveled boat launch, and riprap embankments that span the majority of shoreline. A line of abandoned wooden pilings is located just offshore northeast.

Dominant vegetation in the study area included Douglas fir (*Pseudotsuga menziesii*) and red alder (*Alnus rubra*) with Himalayan blackberry (*Rubus armeniacus*) in the understory and rooted in riprap along the

shoreline, and clusters of reed canarygrass (*Phalaris arundinacea*) and soft rush (*Juncus effuses*) rooted in places along the water's edge, at the head of sediment bars and mudflats, and along the river's ordinary high water mark (OHWM).

### *Methods*

ELS followed the U.S. Army Corps of Engineers (Corps) Routine Determination Method described in the "Wetland Delineation Manual" (Environmental Laboratory 1987) and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)" (Corps 2010). To make determinations about the presence of wetland in the study area. For regulatory purposes under the Clean Water Act (Section 404) the Environmental Protection Agency (EPA) defines wetlands as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (EPA 2014). Wetlands are regulated as "Waters of the United States" by the Corps, as "Waters of the State" by Ecology, and locally by the City of Stevenson.

The Revised Code of Washington (RCW) 90.58.030(2)(b) and Washington Administrative Code (WAC) 173-22-030(11), defines ordinary high water mark as the action of water "so common and usual and so long continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland." In collaboration with Ecology staff, ELS used principles in this guidance to identify transitions in vegetation, wrack lines, scouring under trees and exposed roots, and breaks in topography to distinguish the OHWM of the Columbia River along the study area boundary. Ecology and ELS flagged the OHWM with consecutively numbered orange tape flagging. The flag locations were professionally surveyed by S&F Land Services.

### *Critical areas findings*

ELS and Ecology identified one unnamed tributary north of the study area (Figures 2 and 3). The tributary is identified as a Type F (fish-bearing) water by Washington Department of Natural Resources (DNR) (Figure 4). Rock Creek is east of the study area and is designated as Type S, a shoreline of the state. Rock Cove surrounds the study area on three sides. The Columbia River is designated Type S and is a shoreline of statewide significance. There were no wetlands or other surface waters in the study area, and no priority habitat for terrestrial wildlife. According to SMC 18.13.095(D), the area designated as a fish and wildlife habitat conservation area (FWHCA) for Type F waters is 100 feet and for Type S waters, 150 feet.<sup>1</sup> SMC 18.13.095(D)(3) addresses functionally isolated buffers, indicating areas that "do not protect the FWHCA from adverse impacts due to features such as "lawns, pre-existing roads, structures, or vertical separation" are exempt from buffer criteria. Accordingly, portions of the study area are exempt from the FWHCA for Rock Cove due to areas of maintained vegetation and the presence of riprap which is both structural and vertical separation from Rock Cove (Figure 2).

SMC 18.13.095(D)(6) outlines provisions for buffer averaging or riparian habitat buffer reduction with mitigation to allow reasonable use of a parcel.

---

<sup>1</sup> Table 18.13.095-1 - Fish & Wildlife Habitat Conservation Area Protective Buffer Widths

Averaged buffers must meet the following conditions:

- a. There are no feasible alternatives to the site design
- b. The averaged buffer will not result in degradation of the FWHCA's functions and values.
- c. The total buffer area after averaging is equal to the area required without averaging.
- d. The buffer at its narrowest point is never less than 75% of the required base buffer width.

Reduced buffers must meet the following conditions:

- a. mitigation involves restoration or enhancement of all remaining buffers.
- b. Conservation covenants shall--and performance bonds may--be required.
- c. Reduced buffers do not result in a net loss of existing buffer functions.

#### *December 2018 SMP requirements*

The standard shoreline management area (or shoreline setback) for all designated shorelines is 200 feet, measured landward from the OHWM. The study area is zoned "active waterfront"; according to the 2018 SMP, setbacks for development proposed in active waterfront is typically 50 feet.<sup>2</sup>

Regarding improvements from prior industrial land uses including concrete and gravel surfaces, gravel roads, the graveled boat launch, and riprap embankments, the following condition applies:

A shoreline use that was lawfully constructed prior to the effective date of the SMA or the December 2018 SMP and that does not conform to the current SMP standards is considered a nonconforming use. For the purposes of the December 2018 SMP, existing roads (whether asphalt, gravel, or dirt) are considered nonconforming uses and do not need a Shoreline Conditional Use Permit to be retained or improved (SMP 2018).

Thank you for the opportunity to provide this information. The findings in this letter are intended for FDM Development's planning strategy and should be considered preliminary until they're reviewed and approved in writing by the City of Stevenson and Washington Department of Ecology. If you have any questions, please contact me by phone (360) 578-1371 or email [andrew@eco-land.com](mailto:andrew@eco-land.com).

Sincerely,



Andrew R. Allison  
Wetland Scientist, Principal

Attachments:

Figures 1-4

Photoplates 1-4

City of Stevenson 2018 SMP "Table 5.1 Shoreline Use & Setback Standards"

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<sup>2</sup> Tables identifying setback distances per development type are attached to this letter for reference.



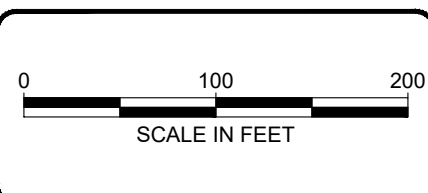
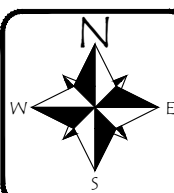


**LEGEND:**

- Site Boundary
- OHWM
- Stream with Flow Direction
- FWHCA Buffer for Type F
- FWHCA Buffer for Type S
- Shoreline Management Plan Setback
- Culvert
- Existing Graveled or Concrete Surfacing
- Existing Rip Rap

**NOTE(S):**

1. Aerial from Google Earth™.
2. OHWM line was determined through a joint effort by Ecological Land Services and Washington Department of Ecology on December 30, 2019. OHWM flags were professionally surveyed by S&F Land Services December 30-31, 2019.
3. FWHCA buffer is functionally isolated along existing riprap and existing graveled or concrete surfacing.






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 DWN: EF  
 REQ. BY: AA  
 PRJ. MGR: AA  
 CHK: AA  
 PROJECT NO:  
 2682.02

Figure 2  
 SITE MAP  
 Rock Cove CAR  
 FDM Development  
 City of Stevenson, Skamania County, Washington  
 Section 1, Township 2N, Range 3E, W.M.

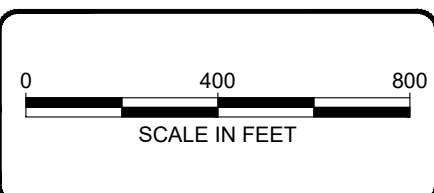
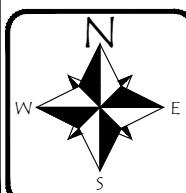


**LEGEND:**

-  Site Boundary
-  OHWM
-  Stream with Flow Direction

**NOTE(S):**

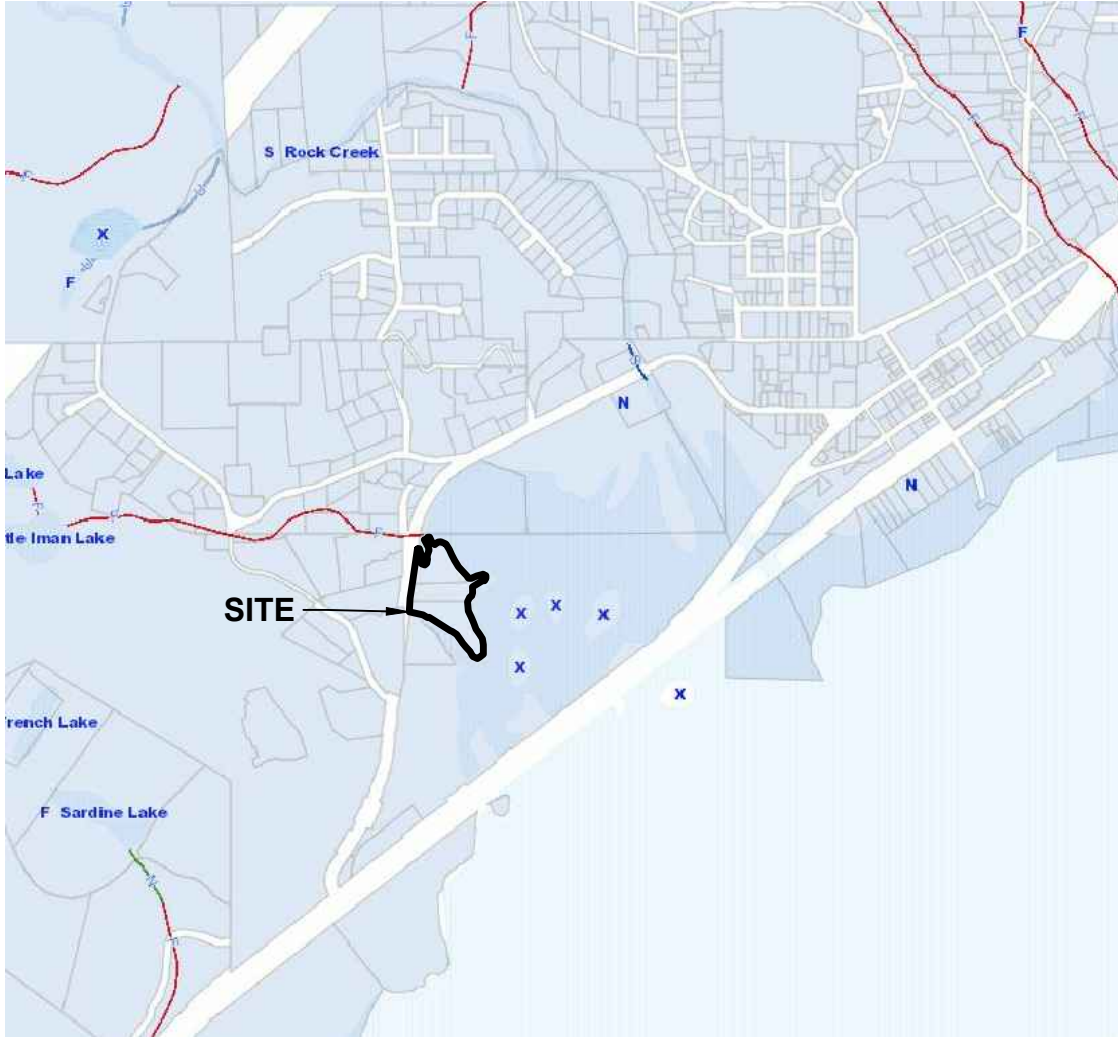
1. Aerial from Google Earth™.




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Figure 3  
SITE OVERVIEW MAP  
Rock Cove CAR  
FDM Development  
City of Stevenson, Skamania County, Washington  
Section 1, Township 2N, Range 3E, W.M.



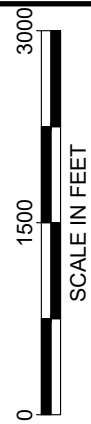
No mapped streams indicated onsite by the Washington State Department of Natural Resources (DNR).

**LEGEND:**

**Streams**

Streams

- Type S
- Type F
- Type N, Np, Ns
- U, Unknown
- ... X, non-typed per WAC 222-16



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Figure 4  
 DNR STREAM TYPE MAP  
 Rock Cove CAR  
 FDM Development  
 City of Stevenson, Skamania County, Washington  
 Section 1, Township 2N, Range 3E, W.M.





**Photo 1. Inflow point of the unnamed tributary via concrete culvert.**



**Photo 2. Unnamed tributary flowing toward Rock Cove.**



**Photo 3. Overview of unnamed tributary's confluence with Rock Cove.**



**Photo 4. Mud flat adjoining Rock Cove.**



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**Photoplate 1**  
**Site Photos**  
Rock Cove Preliminary Critical Areas Assessment  
FDM Development, Inc.  
City of Stevenson, Washington



**Photo 1. Vegetated shoreline on the north end of the study area.**



**Photo 2. Vegetated shoreline extending toward the unnamed tributary.**



**Photo 3. Riprap on the eastern shoreline, facing north.**



**Photo 4. Riprap on the eastern shoreline, facing south.**



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**Photoplate 2**  
**Site Photos**  
Rock Cove Preliminary Critical Areas Assessment  
FDM Development, Inc.  
City of Stevenson, Washington



**Photo 1. Graveled boat launch on the east side of the study area.**



**Photo 2. Vegetated shoreline on the west side, facing south.**



**Photo 3. Vegetated shoreline and mud flat in the southwest portion of the study area, facing south.**



**Photo 4. Groomed vegetation in the center of the study area.**



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**Photoplate 3**  
**Site Photos**  
Rock Cove Preliminary Critical Areas Assessment  
FDM Development, Inc.  
City of Stevenson, Washington



**Photo 1. Existing concrete and gravel surfacing.**



**Photo 2. Existing concrete and gravel surfacing.**



**Photo 3. Groomed vegetation in the center of the study area.**



**Photo 4. Existing gravel road.**



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**Photoplate 4**  
**Site Photos**  
Rock Cove Preliminary Critical Areas Assessment  
FDM Development, Inc.  
City of Stevenson, Washington

<b>TABLE 5.1 – SHORELINE USE &amp; SETBACK STANDARDS</b>										
	<b>Shoreline Environment Designation</b>									
	<b>Most Restrictive</b>					<b>Least Restrictive</b>				
	<b>AQUATIC</b>		<b>NATURAL</b>		<b>SHORELINE RESIDENTIAL</b>		<b>URBAN CONSERVANCY</b>		<b>ACTIVE WATERFRONT</b>	
	<b>Allowance</b>	<b>Setbacks (ft)</b>	<b>Allowance</b>	<b>Setbacks (ft)</b>	<b>Allowance</b>	<b>Setbacks (ft)</b>	<b>Allowance</b>	<b>Setbacks (ft)</b>	<b>Allowance</b>	<b>Setbacks (ft)</b>
P= Permitted, C=Conditional Use, X= Not Permitted, n/a= Not Applicable										
<b>Agriculture &amp; Mining</b>										
Agriculture	X	n/a	X	n/a	X	n/a	X	n/a	X	n/a
Mining	X	n/a	X	n/a	X	n/a	X	n/a	X	n/a
<b>Aquaculture</b>										
Water-Oriented	C	n/a	X	n/a	X	n/a	C	0	C	0
Non-Water Oriented	X	n/a	X	n/a	X	n/a	X	n/a	C	150
<b>Boating Facilities &amp; Overwater Structures</b>										
Non-motorized Boat Launch	See Adjacent Upland Environment		C		P		P		P	
Motorized Boat Launch			X		C		C		P	
Mooring Buoy			C		C		P		P	
Float			X		C		C		P	
Private Leisure Deck			X	n/a	C	n/a	C	n/a	P	n/a
Public Leisure Pier			X		C		P		P	
Single-User Residential Dock			X		C		C		P	
Joint-Use Moorage			X		P		P		P	
Marina		X		X		C		P		
<b>Commercial &amp; Industrial</b>										
Water-Dependent	P				X <sup>1</sup>	0	P	0	P	0
Water-Related, Water Enjoyment	C	n/a	X	n/a	X <sup>1</sup>	75	P	50	P	33
Non-Water-Oriented	X				X	-	C <sup>2</sup>	150	C <sup>2</sup>	100
<b>Forest Practices</b>										
All	X	n/a	C	50	P	50	P	50	P	25
<b>Institutional</b>										
Water-Dependent	C		C	0	C	0	P	0	P	0
Water-Related	X	n/a	X	n/a	C	100	P	75	P	50
Non-Water-Oriented	X		X	n/a	C	100	C	100	P	100
Cemetery	X		X	n/a	C	50	P	50	C	50
<b>Instream Structures</b>										
All	C	n/a	C	0	C	0	C	0	C	0

**TABLE 5.1 – SHORELINE USE & SETBACK STANDARDS, CONT.**

	Shoreline Environment Designation									
	Most Restrictive					Least Restrictive				
	AQUATIC		NATURAL		SHORELINE RESIDENTIAL		URBAN CONSERVANCY		ACTIVE WATERFRONT	
	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)
P= Permitted, C=Conditional Use, X= Not Permitted, n/a= Not Applicable										
<b>Land Division</b>										
All	C	n/a	C	n/a	P	n/a	P	n/a	P	n/a
<b>Recreational</b>										
Water-Dependent	P		P	0	P	0	P	0	P	0
Water-Related/Water-Enjoyment	X		C	100	P	50	P	50	P	50
Trail Parallel to the Shoreline, View Platform	C	n/a	P	50	P	50	P	33	P	25
Dirt or Gravel Public Access Trail to the Water	X		P	0	P	0	P	0	P	0
Non-Water-Oriented (golf course, sports field)	X		X	n/a	X	n/a	C	150	C	100
<b>Residential</b>										
Single-Family	X		X		P	50	C	50	X	N/A
Multi-Family	X	n/a	X	n/a	P	50	P	50	P	50
Over-Water Residence	X		X		X	n/a	X	n/a	X	n/a
<b>Transportation &amp; Parking Facilities</b>										
Highway/Arterial Road	C		X	n/a	C	100	P	50	P	50
Access & Collector Road	X		C	100	P	100	P	50	P	50
Private Road	X		C	100	P	50	C	50	C	50
Bridge	C	n/a	C	0	C	0	P	0	P	0
Railroad	C		C	100	C	100	P	50	P	50
Airport	X		X	n/a	X	n/a	C	150	C	150
Primary Parking Facility	X		X	n/a	X	n/a	X	n/a	X	n/a
Accessory Parking (On-Site Parking Serving another Use, Including Recreation/Vista Uses)	X		P	100	P	100	P	50	P	33

**TABLE 5.1 – SHORELINE USE & SETBACK STANDARDS, CONT.**

	Shoreline Environment Designation									
	Most Restrictive					Least Restrictive				
	AQUATIC		NATURAL		SHORELINE RESIDENTIAL		URBAN CONSERVANCY		ACTIVE WATERFRONT	
	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)
P= Permitted, C=Conditional Use, X= Not Permitted, n/a= Not Applicable										
<b>Utilities</b>										
Water-Oriented	P	n/a	C	0	C	0	P	0	P	0
Non-Water-Oriented (Parallel)	X	n/a	C	100	C	50	P	50	P	33
Non-water-Oriented (Perpendicular)	C	n/a	C	0	C	0	C	0	P	0
1 – All Industrial uses are prohibited, however, a Water-Oriented Commercial use may be allowed as a conditional use in the Shoreline Residential SED. 2 – Conditionally allowed only when a) the project provides a significant public benefit with respect to SMA objectives (e.g., providing public access and ecological restoration) and i) is part of a mixed-use project that includes water-dependent uses or ii) navigability is severely limited or b) the site is physically separated from the shoreline by another property or public right-of-way.										

**City of Stevenson  
Ordinance No. 2020-1157**

**AN ORDINANCE RELATED TO SINGLE-FAMILY RESIDENCES IN THE C1 ZONE OF THE CITY AND PURSUANT TO RCW 35A.63.220 AND OTHER APPROPRIATE AUTHORITY AUTHORIZING A MORATORIUM ON FURTHER NEW CONSTRUCTION OF SINGLE-FAMILY RESIDENCES AND APPLICATIONS FOR NEW CONSTRUCTION OF SINGLE-FAMILY RESIDENCES AS MORE PARTICULARLY SET FORTH HEREIN.**

**WHEREAS**, the City of Stevenson finds the need to regulate zoning standards for new construction of single-family residences (SFR) within the Commercial C1 zone; and

**WHEREAS**, the City is in the process of reviewing its downtown zoning standards to address this issue, which will take time; and

**WHEREAS**, a moratorium on further filing and processing of applications for the new construction of SFRs is necessary while the City completes the review of the appropriate zoning standards, or otherwise mitigates its impacts; and

**WHEREAS**, the Stevenson City Council finds that the City's ability to preserve the look and feel of the city as outlined in the adopted Comprehensive Plan will be jeopardized unless this moratorium is authorized; and

**WHEREAS**, the Stevenson City Council finds that the authorization of this moratorium is necessary to protect the health, welfare, safety and future economic viability of the City; and

**WHEREAS**, RCW 35A.63.220 provides that, "A council or board that adopts a moratorium or interim zoning control, without holding a public hearing on the proposed moratorium or interim zoning control, shall hold a public hearing on the adopted moratorium or interim zoning control within at least sixty days of its adoption, whether or not the council or board received a recommendation on the matter from the commission. If the council or board does not adopt findings of fact justifying its action before this hearing, then the council or board shall do so immediately after this public hearing. A moratorium or interim zoning control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium or interim zoning control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

**WHEREAS**, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, RCW 35A.63.220 or RCW 36.70A.390, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or



department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

**WHEREAS**, moratoria and interim zoning control enacted under RCW 35.99.050, RCW 35A.63.220 or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot or frustrated by intervening development; and

**WHEREAS**, RCW 35A.63.220 and RCW 36.70A.390 both authorize the enactment of a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing; and

**WHEREAS**, the Stevenson City Council previously adopted a moratorium on May 16, 2019 which expired on May 15, 2020; and

**WHEREAS**, the Stevenson City Council shall hold a duly advertised public hearing on June 18, 2020, to consider public comment concerning the authorization of such moratorium; and

**WHEREAS**, the Stevenson City Council finds that the best interests of the City would be served if such a moratorium was authorized.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, STATE OF WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. A one (1) year moratorium is hereby imposed on accepting applications for new construction of single-family residences within any Commercial C1 zone (SMC Ch 17.25). The one (1)-year period is necessary based on the Work Plan established in Exhibit "A". As the term is used herein, "single-family residence" shall mean:

- A. "Single-family detached dwelling" as described in SMC table 17.13.010-1: Residence or Accommodation Uses, and
- B. Any construction of a mixed-use nature involving fewer than 2 dwelling units on a single lot.
- C. "Manufactured Home" as described in SMC table 17.13.010-1: Residence or Accommodation Uses, and
- D. "Modular Homes" as described in SMC table 17.13.010-1: Residence or Accommodation Uses.

Section 2. The moratorium imposed pursuant to Section 1 above may be extended for one or more additional six (6) month periods in the event a work plan or further study determines that such extension is necessary or to determine what further policies and procedures related to future new single-family residence applications will best serve the purposes of the City.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 4. Effective date. This ordinance shall become effective following passage and publication as provided by law.

**ADOPTED** this 21<sup>st</sup> day of May, 2020.

CITY OF STEVENSON

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Scott Anderson, Mayor

ATTEST:

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Leana Kinley, Clerk

APPROVED AS TO FORM:

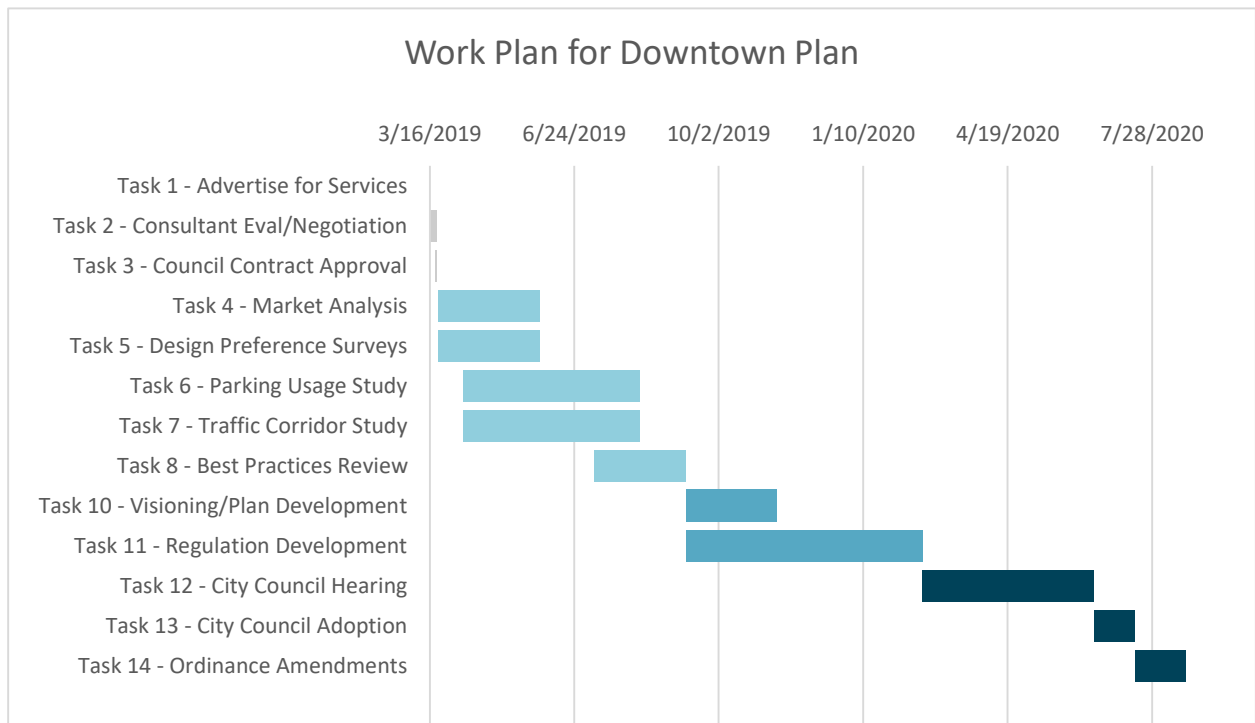
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Kenneth B. Woodrich, City Attorney

## Ordinance 2020-1157

### Exhibit “A” Work Plan

Downtown Plan								
City of Stevenson								
Planning Department								
TASK NAME	ASSIGNED TO	START DATE	DUE DATE	DURATION	% DONE	DESCRIPTION	PRIORITY	SPRINT/MILESTONE
Task 1 - Advertise for Services		2/6/2019	2/28/2019	22				Phase 1
Task 2 - Consultant Eval/Negotiation		3/1/2019	3/21/2019	20				Phase 1
Task 3 - Council Contract Approval		3/20/2019	3/21/2019	1				Phase 1
Task 4 - Market Analysis		3/22/2019	5/31/2019	70				Phase 2
Task 5 - Design Preference Surveys		3/22/2019	5/31/2019	70				Phase 2
Task 6 - Parking Usage Study		4/8/2019	8/8/2019	122				Phase 2
Task 7 - Traffic Corridor Study		4/8/2019	8/8/2019	122				Phase 2
Task 8 - Best Practices Review		7/8/2019	9/9/2019	63				Phase 2
Task 10 - Visioning/Plan Development		9/9/2019	11/11/2019	63				Phase 3
Task 11 - Regulation Development		9/9/2019	2/20/2020	164				Phase 3
Task 12 - City Council Hearing		2/20/2020	6/18/2020	119				Phase 4
Task 13 - City Council Adoption		6/18/2020	7/16/2020	28				
Task 14 - Ordinance Amendments		7/16/2020	8/20/2020	35				Phase 4



**MEMORANDUM OF UNDERSTANDING**  
**City of Stevenson/Skamania County**

**I. PARTIES**

This document constitutes an agreement between Skamania County and the City of Stevenson.

**II. PURPOSE**

The purpose of this MOU is to provide funding to be paid to Skamania County for the County to control vegetation and noxious weeds within the City of Stevenson. It is understood by the parties that the funding is to be used for labor costs, travel costs, and supplies. An administration fee of 12% will be added for indirect costs. Each party to this MOU shall be responsible for damage to persons or property resulting from the negligence on the party of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this MOU. The parties have negotiated and hereby waive immunity under RCW Ch. 51.

**III. INTER-LOCAL COOPERATION ACT STATEMENT**

This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Organization: No new entity will be created to administer this agreement.
- b. Purpose: The purpose is to enable the City of Stevenson to utilize Skamania County Noxious Weed services at an agreed fee.
- c. Termination of Agreement: The parties shall have the right to terminate this agreement with 30 days prior written notice to the other.
- d. Administrator: The Skamania County Public Works Director shall act as administrator.
- e. Other: All terms are covered by this Agreement. No additional terms are contemplated.

**IV. DURATION**

This MOU shall begin on the date of the last signature and shall expire on December 31, 2021.

**SKAMANIA COUNTY**  
**BOARD OF COMMISSIONERS**

**CITY OF STEVENSON, a Washington**  
**Municipal corporation**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**By its Mayor, Scott Anderson**

\_\_\_\_\_  
**Commissioner**

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


\_\_\_\_\_  
**Commissioner**

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

///

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**Prosecuting Attorney**

  
\_\_\_\_\_  
**City Attorney**

**ATTEST:**

\_\_\_\_\_  
**Skamania County Clerk of the Board**

\_\_\_\_\_  
**Stevenson City Clerk/Treasurer**

**CITY OF STEVENSON  
RESOLUTION NO. 2020-361**

**A RESOLUTION AUTHORIZING ELECTRONIC SIGNATURE APPROVALS AS TO FORM BY CITY ATTORNEY.**

**WHEREAS**, in RCW Ch. 19.360 the legislature has authorized the use of electronic signatures by Washington cities; and

**WHEREAS**, RCW 19.360.020(5) requires the use of electronic signatures to be according to local ordinance, resolution, policy or rule; and

**WHEREAS**, this resolution intends to allow the use of an electronic signature under limited circumstances; and

**WHEREAS**, the Council recognizes the City Attorney’s office is in Vancouver and requiring an ink signature on paper documents is neither efficient nor cost-effective; and

**WHEREAS**, the City Attorney has the means to apply a written signature via digital pen on electronic documents with the same degree of authenticity as an ink signature, and such a signature meets the statutory requirements set forth in RCW 19.360.030(2).

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON as follows:**

**Section I**

The City Administrator and department heads are hereby authorized to accept the City Attorney’s electronic signature approving contracts as to form in the same manner as an ink signature.

**Section II**

In this context, “electronic signature” shall mean a physical signature by digital pen on an electronic document in a Microsoft Work or .pdf form.

**Section III**

If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

**PASSED** by the Council of the City of Stevenson on the 21<sup>st</sup> day of May, 2020.

**City of Stevenson, Washington**

\_\_\_\_\_  
**Mayor, Scott Anderson**

**ATTEST:**

\_\_\_\_\_  
**City Administrator**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

**MEMORANDUM OF AGREEMENT FOR OPERATION AND MAINTENANCE OF  
SKAMANIA COUNTY COURTHOUSE PLAZA**

This MEMORANDUM OF AGREEMENT FOR OPERATION AND MAINTENANCE OF The SKAMANIA COUNTY COURTHOUSE PLAZA (this “MOA”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between SKAMANIA COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF STEVENSON, a Washington municipal corporation (the “City”).

**RECITALS**

**A.** Skamania County and the City of Stevenson have partnered with the Stevenson Downtown Association (SDA) to develop the Skamania County courthouse lawn into a recreational Plaza, for the benefit of the residents of Skamania County and the City of Stevenson. As part of that partnership, Skamania County and the City of Stevenson desire to enter into an MOA to set expectations and responsibilities that will facilitate an enduring partnership that will align ongoing costs and benefits of the project and ensure the project’s long term success.

**B.** The Board of County Commissioners and the Stevenson City Council have determined that this project is in the public interest of both County and City residents, and that similar projects in other cities have increased economic growth and civic vitality in the immediate vicinity of those projects.

**C.** The County owns real property commonly known as the courthouse lawn, located within the City and that is contiguous with the County Courthouse. The real property that is proposed as part of this project is legally described in Exhibit A attached hereto and incorporated herein by this reference.

**D.** Once developed, the parties wish to allow the City to operate and maintain the Courthouse Plaza for the benefit of the public, while the County maintains ownership of the real property. Because the primary financial beneficiaries of any economic growth will be the City and its businesses, the City agrees that it should bear the financial responsibility for ongoing maintenance and operation of the Plaza so long as the property is operated substantially as a recreational park (“Plaza”). Because the Courthouse Plaza is contiguous to the Skamania County Courthouse and is intimately connected to the Courthouse’s character, the County shall retain final decision making authority with respect to any substantial modifications to the design or branding of the Plaza, as well as retaining the right to utilize the Plaza for County related events and activities.

**E.** The City and the County understand that the development of the Plaza depends on the City and County having an enforceable agreement regarding operations and maintenance/repairs. For that reason, City and County recognize that the promises in this agreement are essential for the successful development of this project, and agree that both parties will sign the agreement and plan for the implementation of the agreement prior to the final development of the Plaza.

## MEMORANDUM OF AGREEMENT

NOW, THEREFORE, the County and the City state their Agreement regarding the operational control and maintenance of the Plaza as follows:

### 1. Purpose of MOA.

The purpose and intent of this MOA is to define the parties' understanding of the intentions of the County and the City as they relate to the operation and maintenance of the Courthouse Plaza. The primary role for the County is to provide the real property constituting the Courthouse Plaza (see Exhibit A) and cooperate with the City in ensuring the County's assistance so that the City will have the ability to operate and maintain real property and facilities that are closely tied to the County Courthouse real property and facilities. In entering into this MOA, the parties expressly intend to create a binding, legally enforceable contract that obligates the City to commit to fully and adequately pay for the maintenance and operation of the Plaza and equally obligates the County to cooperate with the City and to ensure the real property is not encumbered or otherwise made legally unavailable for continued use as a park-like Plaza at least until the expiration of this agreement or for any longer length of time obligated by RCO or other grant awarded to the County which is used to fund the construction and development of the Plaza. Notwithstanding any other provisions of this agreement, any decisions regarding the naming or branding of the Skamania County Courthouse Plaza shall be subject to the consultation and final approval of the County.

### 2. Effective Date and Duration.

This MOA shall take effect immediately upon the signature of both parties (The "Effective Date"), but the City's obligation to operate and maintain the Courthouse Plaza will begin upon completion of the construction of the Plaza. This MOA shall remain in effect for thirty years from the effective date, or for such length of time as is required by any grant funding used to complete the project, whichever is longer. PROVIDED, HOWEVER, that the term of this MOA may be extended or renewed as agreed by the County and City on such terms as are negotiated at the time of extension or renewal, by written agreement between the County and the City.

County and City recognize that this agreement regarding operation and maintenance obligations is a necessary part of any cooperative effort to secure funding for and for construction of the Plaza. This agreement does not control the relationship of County and City prior to final construction of the Plaza. County and City relationships related to cooperative funding and/or construction will be controlled by other agreements or contracts.

### 3. Administrators.

Each party to this MOA shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this MOA. The parties' initial Administrators shall be the following individuals:



County's Initial Administrator:

Tim Elsea  
Skamani County Public Works  
Director  
Vancouver Avenue  
Stevenson, Washington 98648  
(509) 427-3910 phone  
[elsea@co.skamania.wa.us](mailto:elsea@co.skamania.wa.us)

City's Initial Administrator:

Leana Kinley  
City of Stevenson City  
Administrator  
7121 E. Loop Road  
Stevenson, WA 98648  
(509)427-5970 phone  
[leana@ci.stevenson.wa.us](mailto:leana@ci.stevenson.wa.us)

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

**4. Understanding of the City**

4.1 Maintenance. The City shall maintain in good working order and make any needed repairs to the existing and any future Facilities on the Courthouse Plaza during the term of this MOA.

4.2 Garbage and Debris. The City shall, at its sole cost and expense, and on a timely basis to ensure a clean and attractive Plaza, collect and dispose of any and all debris located within the Plaza or in the area immediately surrounding the Plaza if it seems likely that the debris came from the Plaza.

4.3 Utilities. The City shall pay all costs, charges and expenses for utility service to the Courthouse Plaza, including but not limited to power, water, sewer, waste water, natural gas, propane, communications and telephone services, if any.

4.4 Assessments. The City shall pay all costs associated with any and all assessments and Local Improvement Districts charges to the Plaza property during the term of this Agreement.

4.5 Signage. The City shall maintain, at its sole cost and expense, informational signs located at the Courthouse Plaza which recognizes the County and the City as partners in the development and operation of the Plaza and which provides contact information for the City as sole operator. Suggested language could include language such as: This Plaza Developed in cooperation with Skamania County. Any Recreation and Conservation Office ("RCO") required funding signs should be maintained by the City at the Plaza.

4.6 Enforcement. The Plaza is subject to Revised Code Washington, the City of Stevenson Municipal Code, and all other rules and regulations adopted by the City or County. The City shall, at its sole cost and expense, enforce the Revised Code of Washington, The Municipal Code of Stevenson, and any applicable Skamania County Code, rules and regulations within the Plaza, and monitor the Plaza for appropriate use.

4.7 Operation as Public Park Plaza. The City intends to operate the Plaza as a public park or Plaza and for such ancillary uses or purposes as are commonly associated with a public

park or Plaza and for no other purpose or use whatsoever without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. The County may enter the Plaza at any time for purposes of inspecting and ensuring the Plaza usage is consistent with the intentions expressed in this MOA.

4.8 Public Access. The Plaza should be available to the public during the dates and times as specified by the City and as agreed by the County. The City shall have the power to schedule special events and regular uses such as for a weekly community market, but shall confer with Skamania County to ensure that any such special or regular events do not interfere with the needs of or the regular business of the County.

4.9 Usage Fees and Licensing. The City may issue licenses to third parties and collect fees therefrom for all activities in the Plaza, subject to: (a) any RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment B) and any other restrictions placed on or associated with the Plaza through this agreement. The authority for granting and/or conveying all other easements, or other grant or conveyance of real property interest shall remain with the County. Any and all fees collected by the City pursuant to this Section should only be expended on Plaza operations, maintenance, repairs and improvements.

4.10 General Maintenance and Adequate Reserves. Except as where otherwise provided in this MOA, the City shall, at its sole cost and expense, keep and maintain the Plaza and all fixtures and improvements located thereon in good condition and repair, subject to ordinary wear and tear. All such maintenance and repair for which the City is responsible should be performed by the City in a good and workmanlike manner in compliance with all applicable laws.

Adequate reserves for the Plaza will be maintained by the City. The calculation of the reserves shall be based on the useful life of each asset in the Park Plaza and the cost to replace said asset. These reserves shall be set aside on an annual basis, and shall be calculated such as to ensure that adequate funds are available for any needed renovation and repairs of the Plaza. The reserve funds may be used for capital maintenance or repairs (over \$5000 and over one-year extension of useful life) and for capital improvements.

## 5. Joint Responsibilities.

The intent of this MOA is to pass all responsibility to the City for day to day Maintenance and Operations. It is the intent of the County to act in an advisory and oversight capacity only in order to ensure compliance with this MOA including assisting the City in pursuing additional grant funding and complying with funding source restrictions and requirements, any third party obligations, and any other legal obligations of the County and City. County shall support the City with grant funding requests as a supportive partner in any grant proposals. The parties understand the City and County will jointly develop and submit any grant funding requests depending on the nature of the funding opportunity. The City shall not apply for any grant funding that encumbers or restricts the use of the Plaza without the approval of the County.

## 7. Alterations and Improvements.

7.1 No Conversion. The City should not make additions, changes, alterations, or

improvements to the Plaza including but not limited to any electrical, mechanical, utilities, and other systems and facilities serving the Plaza existing at the effective date of this MOA or in the future (collectively, the “Alterations”) that are inconsistent with this MOA’s conditions and restrictions, or RCO grant contracts associated with the Plaza. Any known conditions and restrictions or RCO grant contracts are attached collectively as Exhibit B and incorporated herein by this reference.

7.2 Consent by the County. The City should not make Alterations without first obtaining the prior written consent of the County. The City should provide the County with detailed plans and specifications detailing any proposed Alterations. Should the County consent to any proposed Alterations, such consent should not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alterations, and the County hereby expressly disclaims any responsibility or liability for same. The County shall have no obligation whatsoever to make any Alterations to the Plaza now or at any time in the future, unless such obligations are negotiated by the City and made explicitly by the County in writing.

7.3 Alterations by City. All Alterations should be performed: (a) at the City’s sole cost and expense unless funding is obtained through a RCO or other grant or donation source; (b) in a good safe environment and performed in a professional workmanlike manner, with all materials used being of a quality at least as good as or better than existing condition those already in use on the Plaza; (c) in accordance with plans and specifications approved by Skamania County and any associated grant/sponsor agencies; and (d) in compliance with all applicable laws, codes and regulations including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278), and all codes and regulations. The County hereby expressly disclaims any responsibility or liability for same.

7.5 Disposition of Alterations at Termination. Upon the expiration or earlier termination of this Agreement, all fixed Alterations should remain in and be surrendered with the Plaza as a part thereof, unless, with respect to any Alteration, the County specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case the City intends, prior to surrender, to remove the Alteration in question and repair any damage to the Plaza caused by such removal.

7.6 Renewal and Disposition of Property upon Termination of Agreement. Upon expiration of this agreement, the agreement will automatically renew for an additional 30-year term, unless County notifies City at least 24 months in advance of their intent not to renew the Agreement. If County notifies City of its intent not to renew this agreement, upon termination of agreement County will be responsible for all operations and maintenance of the Plaza, and City will have no further maintenance obligations under this agreement. Any funds City holds in reserve fund for maintenance of Plaza at the time of termination shall be property of City, unless County agrees to continue use of Property as Park Plaza, in which case any reserve funds shall be available for capital improvements of Plaza by County as described in Section 4.10 above. If County plans to discontinue use of property as a Plaza and sell or lease property to a third party, City shall have the right to retain any reserve funds. If County chooses to discontinue use of property as Park Plaza and sells property to third party, County shall reimburse City for any City

general fund contributions made by City in actual construction of Plaza (not to include lodging tax funds expended or any funds expended in maintenance of the Plaza, after construction).

7.7 Liens. The City intends to keep the Plaza free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, the City. Any construction liens filed against the Plaza for work claimed to have been furnished to the City will be discharged by the City, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at the City's sole cost and expense. Should the City fail to discharge any such construction lien, the County may at its election pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County should be immediately due and payable by the City. The City should indemnify and hold the County harmless from and against any liability arising from any such lien.

**8. Independent Contractor.**

The City intends to perform all work associated with the Plaza as an independent contractor and not as an agent, employee, or servant of the County. The City intends to be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure quality and performance.

**9. Indemnification/Hold Harmless.**

The parties understand that the City shall assume the risk of, be liable for, and pay all damage, loss, costs, and expense of any party arising out of the operation and maintenance of the Plaza, except that caused by the sole negligence and/or willful misconduct of the County and its employees acting within the scope of their employment. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Plaza with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Plaza or this MOA, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this MOA constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City understands that this waiver has been mutually negotiated.

**10. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In signing this MOA, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the parties understand the City shall defend

the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**11. Condition of Plaza.**

The City acknowledges and agrees that it has had an adequate opportunity to inspect the property of the proposed Plaza, the proposed plan for creation/improvement of the Plaza and is entering into this MOA with the Plaza in the condition as is or as improved, subject to all faults and defects, known and unknown. The City further represents and warrants to the County that except for the County's express representations, warranties, covenants and obligations under this MOA and the exhibits hereto, the City has not relied and will not rely on, and the County is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Plaza and the Plaza Facilities.

**12. Insurance.**

12.1 City's Insurance Obligation. The parties understand that, upon signing this MOA, the City, at its own cost, shall have procured and will maintain for the duration of this MOA, insurance as specified in Section 12.2 below, the Minimum Scope and Limits of Insurance. Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County. The City's maintenance of insurance through a qualified Risk Pool is acceptable under this MOA. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this Section 12 shall affect and/or alter the application of any other provision contained within this MOA.

12.2 Minimum Scope and Limits of Insurance. The City shall maintain limits no less than:

- (a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (c) Workers' Compensation: Statutory requirements.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this MOA. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

12.3 Other Insurance Provisions and Requirements. The insurance coverage(s) required in this MOA are to contain, or be endorsed to contain the following provisions:

- (a) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this MOA. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance.
- (b) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (c) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the City's liability to the County and shall be the sole responsibility of the City.
- (d) Coverage shall not be suspended, voided, canceled, reduced without prior written permission of the County.

12.4 Documentation of Insurance Requirements. The City shall furnish the County with certificates of insurance and endorsements per this MOA. The County reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time any of the policies described in this Section 12 fail to meet minimum requirements, the City shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

12.5 Insurance Review. In consideration of the duration of this MOA, the parties understand that this Section 12, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the MOA and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of the City. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

### **13. Compliance with Laws.**

In the performance of its obligations under this MOA, each party expects to comply with all applicable federal, state, and local laws, rules and regulations.

### **14. Default and Remedies.**

If either party defaults in its obligations under this MOA, the non-defaulting party

shall have the right to seek specific performance by the defaulting party. City acknowledges that County has entered this MOA with the understanding that the obligations for maintenance, operations, repair, etc. of the Courthouse Plaza will be the sole responsibility of City, and that any default in City's obligations that results in maintenance, repair or operation costs being born by the County shall result in those costs being payable by the City to County upon demand..

**15. Early Termination.**

There is no early termination of this agreement. Any attempt to terminate this agreement early by either party shall constitute a default of the agreement.

**16. Dispute Resolution.**

County and City shall make every effort to resolve any dispute regarding this agreement informally. If informal dispute resolution is unsuccessful, there shall be no further obligation to engage in an alternative dispute resolution process.

**17. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**18. Nondiscrimination.**

It is the policy of the County and the City to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and city and county contracts.

**19. Entire Agreement; Amendments.**

This MOA constitutes the entire MOA between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This MOA may not be modified or amended in any manner

except by a written document signed with the same formalities as required for this MOA and signed by the party against whom such modification is sought.

20. **Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibits or schedule and the text or main body of this MOA, the text or main body of this MOA, or to any modifications or amendments to this MOA shall prevail.

IN WITNESS WHEREOF, the parties have signed this MOA as of the date first above written.

**COUNTY:**

Skamania County, a political subdivision of the State of Washington

**CITY:**

City of Stevenson, a Washington municipal corporation

By \_\_\_\_\_  
Name: Richard Mahar  
Title: Skamania County Board of County Commissioners, Chair

By \_\_\_\_\_  
Name: Scott Anderson  
Title: Mayor, City of Stevenson

**Approved as to Form:**

\_\_\_\_\_  
Adam N. Kick, Skamania County  
Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
Ken Woodrich, City Attorney



**Exhibit A**  
**Legal Description of Courthouse Plaza**

**Exhibit B**

**RCO grant**



# *City of Stevenson*

## **Planning Department**

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** May 21<sup>st</sup>, 2020  
**SUBJECT:** Planning Application Fee Schedule—Delayed Implementation

---

### **Introduction**

This memo asks City Council to push back the effective date of the planning fee increases adopted in March, 2020. Resolution 2020-357 is due to take effect on June 1<sup>st</sup>. Staff is asking for reconsideration of that date due to COVID-19 and its effects on our community.

### **Requested Action**

The Council is asked to adopt Resolution 2020-0362. The resolution repeals the previous resolution and establishes a new effective date of September 1<sup>st</sup> for the same fees.

### **Impacts**

If this resolution is adopted, the existing fees will continue to be charged during this 3-month period. On September 1<sup>st</sup>, the updated fees will be the same as previously approved. In presenting this resolution for consideration, staff has not conducted any analysis of fiscal liabilities from the temporary reduction in fees during the typically-busy summer period. Likewise, staff has not attempted to analyze impacts on our COVID-impacted applicant pool or speculate on how the fees might relate to any long-term economic recovery that could occur.

Prepared by,

Ben Shumaker  
Community Development Director

Attachment

1- Draft Resolution

**CITY OF STEVENSON, WASHINGTON**

**RESOLUTION NO. 2020-0362**

A Resolution of the City Council of the City of Stevenson Adopting a Planning Department Application Fees, and Miscellaneous Charges; and Repealing Resolution No. 2020-357.

**Recitals**

1. The City of Stevenson has established various boards and services to perform certain functions, including the Board of Adjustment, Hearing Examiner, Planning Administrative Staff and Outside Consultant Assistance, and the Planning Commission
2. The City has adopted ordinances and resolutions relating to the processing and review of development applications for boundary line adjustments, short plats and subdivisions, shoreline permits, environmental reviews, critical areas and zoning regulations.
3. The City ordinances and resolutions adopting the preceding development regulations authorize the City Council to adopt fees to facilitate development review.
4. The City is required by law to process and review annexation petitions, to make submittals to the Boundary Review Board, to consider amendments to the City's Comprehensive Plan and to conduct hearings with respect to these matters.
5. The City makes available to the public copies of maps, ordinances, and other documents related to planning and zoning.
6. It is necessary and desirable that persons utilizing the services of such boards, requiring permits, reviews and planning services or requesting copies of maps or other documents pay a fee in an amount sufficient to cover the costs to the City for providing such boards and services.
7. At the time Resolution 2020-0357 was adopted, the City Council was unaware of the economic impacts of the COVID-19 pandemic, and the repeal and delay of the updated fees advances the health, safety and welfare of the City and its citizens.

**NOW THEREFORE, the City Council of the City of Stevenson RESOLVES** to adopt the policies and establish the fees in the amounts shown in Exhibit "A" which shall apply to persons utilizing the programs and services of the Planning Department, and

**BE IT FURTHER RESOLVED** that Resolution 2020-0357 and all parts of resolutions in conflict herewith are hereby repealed, and

**BE IT FURTHER RESOLVED** that this resolution shall be effective on September 1<sup>st</sup>, 2020.

PASSED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

APPROVED AS TO FORM:

ATTEST:

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

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



**Planning Fees**

Effective Sept 1<sup>st</sup>, 2020  
Resolution 2020-0362

The City of Stevenson  
PO Box 371  
Stevenson, WA 98648

509-427-5970  
509-427-8202 (fax)  
[www.ci.stevenson.wa.us](http://www.ci.stevenson.wa.us)

<b>Annexation</b>		<b>Planned Unit Development</b>	\$1,500 + \$1 per 60 sf
Election Method	\$900	<b>Plat Amendment</b>	\$900 + \$1 per 60 sf
Notice of Intent	\$600	<b>Plat Vacation</b>	\$900 + \$1 per 60 sf
Petition	\$300	<b>Reduction in City Boundaries</b>	\$1,000
Zoning New Areas	\$300	<b>Shorelines Management Program</b>	
<b>Appeals</b>		Statement of Exemption	\$35
To Board of Adjustment, Planning Commission, City Council	\$0	Minor Project Approval	\$300
<b>Boundary Line Adjustment</b>		Shoreline Substantial Development	\$1,250
Typical	\$200	Shoreline Conditional Use, Shoreline Variance	1,500
Combination of Lots	\$100	<b>Short Plat</b>	\$1,500 + \$1 per 60 sf
<b>Comprehensive Plan Revision</b>	\$1,500	Variance	\$600
<b>Conditional Use</b>	\$600	<b>SEPA</b>	
<b>Critical Areas Permit</b>		Checklist	\$300
Expedited Review Permit	\$35	EIS	\$1,500
Geologic Hazard Area Permit	\$300	<b>Subdivision</b>	
Habitat/Wetland Permit	\$600	Preliminary Plat	\$1,500 + \$1 per 60 sf
Reasonable Use Allowance	\$750	Variance	\$600
<b>Land Use/Building Permit</b>	\$35	Final Plat	\$1,500 + \$1 per 60 sf
<b>Nonconforming Use Review (BOA)</b>	\$600	<b>Variance</b>	\$600
<b>Ordinance Revisions</b>	\$1,500	<b>City Utility Extension Beyond Plan Area</b>	\$600
<b>Parking</b>		<b>Zoning</b>	
Joint Use of Parking	\$600	Resolution of Intent	\$600
Parking Interpretation	\$0	Rezoning Request	\$1,500
<b>Miscellaneous Charges</b>		Zoning Interpretation	\$0
8½ x 11 & 8½ x 14	\$0.15	Zoning Verification Letter	\$200
11 x 17 copies	\$0.25		
Color City Map (11 x 17)	\$1.50		
Zoning Map	\$1.50		

Note: **Additional fees may apply.** See reverse.

**A-1: Fees—General.**

- A. Purpose. Fees are based on costs to reimburse the public for staff time and resources expended in reviewing and processing permit applications. These fees do not include costs associated with outside consultant review of an application. These costs are charged in accordance with Section A-2.
- B. Fees, Authorized. Application fees for the various reviews, applications and permits set forth in Stevenson Municipal Code titles 16, 17, and 18 shall be as provided in this chapter. No application shall be considered unless and until the fee has been paid to the City. Fees shall not be refundable except as provided in Section A-4. Any exemption or refund must be approved by the City Community Development Director and the City Treasurer and any costs incurred by the city shall be deducted from fees paid prior to any exemption or refund.
- C. Payment of Fees. All fees provided in this chapter shall be paid when due. Nonpayment of any fees when due shall result in a determination by the City that an application has been withdrawn or is incomplete, suspending or terminating review of the application.
- D. Multiple Permits and Applications. In the case of multiple permit applications, the applicant shall pay all applicable fees.

**A-2: Other Charges and Fees.**

- A. Outside Consultant Review Fees. When it is necessary to utilize the services of professional consultants (e.g., engineers, surveyors, hydrologists, biologists or other specialists) to assist the City with its review of the applications identified herein, the costs for the outside consultant's reviews shall be the responsibility of the applicant. The fees for these services may be billed monthly to the applicant based on all actual costs for labor, overhead, material testing and expenses. A deposit for such costs may be required by the City.
- B. Hearing Examiner. For any appeal or proposal reviewed by the City of Stevenson Hearing Examiner, 50% of the costs for the Hearing Examiner will be the responsibility of the applicant. The costs for these services may be billed monthly to the applicant based at 50% of the actual invoice received by the City. A deposit for such costs may be required by the City.
- C. Recording Fees. The amount of the recording fees charged by Skamania County shall be the responsibility of the applicant.
- D. Election Fees. When it is necessary to hold an election associated with a request, the actual cost of such election shall be the responsibility of the applicant.
- E. All fees charged by the City under this section shall be paid prior to the approval of an application.

**A-3: Application Fee Exemptions.**

When approved by the City Community Development Director and the City Treasurer, the following may be exempt from the fees established herein:

- A. Applications submitted by nonprofit agencies for proposals which further goals and objectives of the City.
- B. Subdivision Preliminary Plat and Short Plat applications which have obtained approval as a Planned Unit Development.

**A-4: Application Fee Refunds.**

When approved by the City Community Development Director and the City Treasurer, refunds for fees paid as set forth herein shall be limited to the following:

- A. When no permit processing has been completed or costs have been incurred: 80%.
- B. When an application has been processed prior to issuance of a determination of completeness: 50%.
- C. After issuance of a determination of completeness: 0%.
- D. No refunds shall be made for publication of notice costs, outside consultant review fees, o other fees or charges set forth A-2.

**A-5: Conflicts with the Municipal Code.**

In the event of a conflict in any fees, charges, or provisions set forth herein and fees and charges or provisions found in the Stevenson Municipal Code, the fees, charges, requirements, procedures, and all provisions contained herein now, or as hereafter amended, shall prevail.



*City of Stevenson*  
**Public Works Department**

(509)427-5970

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

**BACKWOODS BREWING INDUSTRIAL DISCHARGE CONTRACT**

\*\*\*\*\*

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between BACKWOODS BREWING COMPANY, a Washington Corporation (“Backwoods”) and CITY OF STEVENSON, a Washington municipal corporation (“City”). This agreement is effective as of the last date on which it has been executed by all parties (the “effective date”) and shall be effective through December 31, 2025 or until some or all of the provisions of this agreement may be revised by subsequent agreement of the parties. However, nothing in this agreement shall preclude Backwoods and/or customer from reducing or discontinuing its/their operations on the leased premises. This agreement is non-transferrable.

RECITALS

A. Backwoods operates a craft brewing facility at a leased facility located in the City owned by the Port of Skamania commonly referred to as the Tichenor Building located at 40 SW Cascade Ave also identified as Skamania County Tax Parcel No. 02750622010000 (“the Property”).

B. Backwoods has one connection to the City's sewer system, which is metered and sampled and meets the requirements of SMC 13.08.320 B and C.

C. The parties desire to establish through this agreement a sewer service contract that takes into account Backwoods current operating program as well as its projected program for additional sewage services.

D. This Agreement is intended to comply with the requirements of Chapter 13.08 of the Stevenson Municipal Code (SMC) and is authorized by SMC 13.08.240. Backwoods, as a generator of industrial waste (as defined in the SMC), is obligated to

provide pretreatment of the industrial waste, however in lieu of pretreatment, the City may accept entry into this Agreement and the payments set forth herein as Backwoods is an industrial user of City wastewater treatment services.

E. The City has begun taking multiple composite samples at the wet well located on-site at Backwoods Brewing, for determining strength constituents of biological oxygen demand (“BOD”) and total suspended solids (“TSS”).

### TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performance provided in this Agreement, the parties agree as follows:

1. Backwoods ownership of property. Backwoods warrants that it does not own the Property, but as lessee it has the authority and obligation to pay service charges for the Property.

2. Connection charges – Industrial and domestic waste. The City will not charge additional connection charges for this discharger as fees for the connection have been paid based on the size of the water meter for the facility.

3. Flow Meter – Backwoods will periodically calibrate their existing effluent flow meter in accordance with the manufacturer’s recommendations but not less than annually.

4. Discharge flow – Industrial waste. Backwoods shall discharge flow at a monthly average rate not to exceed 3,700 gallons per day with a maximum allowable peak discharge of 13,000 gallons per day provided that the average monthly flow is not violated. Backwoods shall record effluent meter reads daily and submit monthly reports to the City.

5. Discharges over the permitted amount - Flow. For discharge that exceeds the monthly average permitted amount for flow based on effluent meter readings, Backwoods shall pay a liquidated damage charge of one hundred and fifty percent (150%) of the normal high strength user monthly rate in effect for any flow that exceeds the permitted amount.

6. Discharge constituents – Biochemical Oxygen Demand (BOD). Backwoods shall discharge flow at a monthly average concentration not to exceed 3,000 mg/L per day with a maximum allowable peak day concentration of 5,000 mg/L per day provided that the average monthly value is not violated.



7. Discharge BOD charges. Backwoods and the City agree that the City shall invoice and Backwoods will pay for industrial flow based on their annual average testing results as defined in the rate structure policy. Backwoods will be charged based on a consumption factor of 70%. Backwoods will be responsible to administer and pay for sampling at a frequency of 1 test every 2 weeks, during active production or cleanup operations, using a 24-hour time based composite sample with intervals of at least every 15 minutes, according to a Sampling and Analysis Plan prepared by Backwoods and acceptable to the City Public Works Director. The Sampling and Analysis Plan shall specify how and when all samples (BOD, TSS and pH) will be collected and how they'll be analyzed. If test results from a DOE accredited lab are at a level above permitted levels, then Backwoods will pay for 2 tests per week until levels are acceptable. All sample results shall be supplied on a monthly basis to the city in the form of a Discharge Monitoring Report (DMR).

8. Discharges over the permitted amount - BOD. Violations and Penalties. The Parties agree that a violation of discharge in excess of the Base Level Limits and any other violation of the terms of this Agreement shall be considered a violation of the terms of SMC Chapter 13.08 and shall subject Backwoods to the civil penalties provisions of the SMC as set forth in SMC 13.08.932.

9. Discharge constituents – Total Suspended Solids (TSS). Backwoods shall discharge flow at a monthly average concentration not to exceed 600 mg/L per day with a maximum allowable peak day concentration of 1,000 mg/L per day provided that the average monthly value is not violated.

10. Discharge TSS charges. Backwoods will be responsible to administer and pay for sampling at a frequency of 1 test every 2 weeks, during active production or cleanup operations, using a 24-hour time based composite sample with intervals of at least every 15 minutes, according to the Sampling and Analysis Plan described in paragraph 7, above. If test results from a DOE accredited lab are at a level above permitted levels, then Backwoods will pay for 2 tests per week until levels are acceptable. This test may be combined with the BOD sample. All sample results shall be supplied on a monthly basis to the city in the form of a Discharge Monitoring Report (DMR).

11. Discharges over the permitted amount - TSS. – The Parties agree that a violation of discharge in excess of the Base Level Limits and any other violation of the terms of this Agreement shall be considered a violation of the terms of SMC Chapter 13.08 and shall subject Backwoods to the civil penalties provisions of the SMC as set forth in SMC 13.08.932.

12. Discharge constituents – pH. Backwoods shall discharge at a pH range not less than 5.0 or not more than 11.0 at all times.

13. Discharge pH charges. Backwoods will be responsible to administer and pay for sampling at a frequency of 1 test daily, using a grab sample, according to the Sampling and Analysis Plan described in paragraph 7, above. All sample results shall be supplied on a monthly basis to the city in the form of a (DMR).

14. Discharges over the permitted amount - pH. – The Parties agree that a violation of discharge in either lower or higher than the limits and any other violation of the terms of this Agreement shall be considered a violation of the terms of SMC Chapter 13.08 and shall subject Backwoods to the civil penalties provisions of the SMC as set forth in SMC 13.08.932.

15. High Strength Waste Management Plan. Backwoods shall develop and submit for approval a “High Strength Waste Management Plan”, that will detail the methods used for removing and disposing of high strength waste. The plan shall also include either manifests or invoices from haulers and/or disposal facilities detailing the amounts and consistency of materials hauled and/or disposed of. These results shall be supplied on a monthly basis to the city in the form of a (DMR).

16. Reports, Payments and Notices. All reports, payments and notices provided for in this Agreement may be sent by recognized overnight courier, personally delivered, or mailed by first class U.S. mail, postage prepaid, and all reports and notices may further be faxed, or scanned to .pdf format and emailed. The names and addresses to be used in connection with such reports, payments and notices are the following, or such other names and addresses as a party shall from time to time direct:

City of Stevenson  
Attn: Leana Kinley  
PO Box 371  
Stevenson, WA 98648

Backwoods Brewing Company  
ATTN: Steve Waters  
1162 Wind River Road  
Carson, WA 98610

Reports and notices given by fax or scanned to .pdf format and email shall be deemed given upon electronic confirmation of receipt; reports, payments and notices sent by overnight courier shall be deemed given on the date on which delivered; reports, payments and notices personally delivered shall be deemed given upon delivery; and reports, payments and notices sent by U.S. mail shall be rebuttably presumed to have been received two business days after deposit in the mail, postage prepaid, or deemed delivered by certified mail, return receipt requested, on receipt.

16. Binding Effect. This Agreement shall constitute servitude upon the Property, and shall be binding upon the parties, their heirs, representatives, assigns and successors in interest.

17. Amendments. The parties expressly reserve the right to modify this Agreement through a written amendment that is signed by authorized representatives of each party.

18. Remedies Cumulative. Rights under this Agreement are cumulative. The failure to exercise a right shall not operate to forfeit the right on another occasion. The use of a remedy shall not exclude or waive the right to use another.

19. Entire Agreement. This Agreement, including the attached exhibits, contains all of the covenants, promises, agreements, and conditions, either oral or written, between the parties.

20. Termination. The Parties agree that a violation of discharge in excess of the Base Level Limits and any other violation of the terms of this Agreement shall be considered a violation of the terms of SMC Chapter 13.08 and shall subject Backwoods to the civil penalties provisions of the SMC as set forth in SMC 13.08.932. If customer materially fails to comply with any of the provisions of this Agreement, the City may terminate the Agreement upon at least 30 days' prior written notice. If customer corrects the material non-compliance prior to the 30<sup>th</sup> day following the date of the written notice, the City may not terminate this Agreement. If, as a result of the negligence, misfeasance or intentional act of Customer the same material non-compliance occurs again within the 365 days following its correction, the City may again provide written notice of termination and this Agreement shall terminate on the 30<sup>th</sup> day following such notice without regard to any corrective actions that may be taken by Customer. Following termination pursuant to this provision, this Agreement shall be terminated and shall have no further force and effect. That termination shall have no effect with respect to penalties for which Customer or the City may be responsible for paying to the DOE or any other government agency with jurisdiction, including generally applicable penalties or remedies provided in the SMC.

21. Department of Ecology Review. This agreement may be subject to the State of Washington Department of Ecology (DOE) review and approval. If the DOE determines that this Agreement should not be approved or suggests modifications to the Agreement, the Parties agree to follow the recommendations of the DOE and modify or terminate this Agreement in accordance with any such recommendations.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Backwoods Brewing:

\_\_\_\_\_  
Backwoods Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF SKAMANIA         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Backwoods Brewing Company, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: \_\_\_\_\_



## BUSINESS LICENSING SERVICES AGREEMENT

### I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of Stevenson
	(“Revenue”)	(“Partner”)
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 371 Stevenson, WA 98648-0371
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	7121 E Loop Road Stevenson, WA 98648
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	Leana Kinley, City Administrator (509) 427-5970 leana@ci.stevenson.wa.us

### II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) “a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW.”

### III. Effective Date

This Agreement is effective as of (*check one*):  (mm/dd/yyyy).  
the date of the last signature  of the parties.

### IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

#### V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue;
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

#### VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

#### VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

#### VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

#### IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

#### X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.



## XI. Miscellaneous

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. **No Waiver.** The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. **Assignment and Delegation.** Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. **Survival.** Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. **No third party beneficiaries.** This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. **Amendments.** No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. **Merger and integration.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. **Changes in law.** The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

*IN WITNESS WHEREOF*, this Agreement is executed effective as of the date specified above.

State of Washington  
Department of Revenue  
Business Licensing Services

Partner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Template approved as to form

Approved as to form

\_\_\_\_\_  
On File  
Kelly Owings,  
Assistant Attorney General for Washington State

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

EXHIBIT A  
CONFIDENTIALITY AND DATA SHARING  
AGREEMENT

### I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue (“Revenue”) and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the “Agreement”).

### II. Definitions

- A. “Confidential Licensing Information” (CLI) has the same meaning as “Licensing Information” under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. “Confidential Tax Information” (CTI) has the same meaning as “Return,” “Tax Information,” and “Taxpayer Identity” under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. “Confidential” refers to data classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. “Portable Devices” refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. “Portable Media” refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. “Data” refers to individual pieces of information.
- G. “Cloud” refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of “cloud” can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. “Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. “Complex Password” or “Complex Passphrase” refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

### III. Data Classification, Authorized Use, Access, and Disclosure

- A. Data Classification: Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington’s Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. Permitted Uses: Business licensing information may be used for official purposes only.
- C. Permitted Access: Business licensing information may be accessed only by Partner’s employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - 1) Ordered under any judicial or administrative proceeding; or
  - 2) Otherwise expressly authorized by Revenue in writing.

#### IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. Ensuring Security: Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

#### V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

- A. Criminal Sanctions. RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

#### VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

#### VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
  - 1) Workstation hard disk drives
    - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
    - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
    - c) Workstations must be maintained with current anti-malware or anti-virus software.
    - d) Software and operating system security patches on workstations must be kept current.

- 2) Network servers
  - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
  - b) Data on disks mounted to such servers must be located in a secure physical location.
  - c) Servers must be maintained with current anti-malware or anti-virus software.
  - d) Software and operating system security patches on servers must be kept current.
  
- 3) Backup tapes or backup media
  - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
  - b) Backup devices, tapes, or media must be kept in a secure physical location.
  - c) Backup tapes and media must be encrypted.
  - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.
  
- 4) Cloud Storage
  - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
  - b) Revenue and Partner will, at a minimum, meet the following requirements:
    - i. Encrypt the data at rest and in transit.
    - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
    - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
  
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
  - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
  - b) Staff will not email information provided by Revenue to anyone outside of City staff.
  - c) Staff shall only access Revenue information on a City network computer.
  - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

**B. Protection of Data in Transit**

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

## IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

## X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

## XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

## XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
  - 1) Incinerate the disc(s); or
  - 2) Shred the discs.
- B. Magnetic tape(s)
  - 1) Degauss;
  - 2) Incinerate; or
  - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
  - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
  - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
  - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
  - 4) Physically destroy disk(s)

D. Portable media

- 1) For mechanical hard drives, use a “wipe” utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a “secure erase” utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
  - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
  - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider’s procedures to permanently delete the files and folders.

\*\*\*\*end\*\*\*\*\*



**Interagency Agreement with**

«Organization»

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020



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## FACE SHEET

Contract Number: «Contract\_Number»

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

<b>1. Contractor</b> «Organization» «Address» «City», Washington «Postal_Code»		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		<b>4. COMMERCE Representative</b> «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
<b>5. Contract Amount</b> «Amount»	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> «Amount»	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.999	<b>Indirect Rate (if applicable):</b> «Indirect_Rate»
<b>10. Tax ID #</b> «TIN_Number»	<b>11. SWV #</b> «SWV_Number»	<b>12. UBI #</b> «UBI_Number»	<b>13. DUNS #</b> «DUNS_Number»
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title»  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.



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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

### Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
  
- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
  
- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

CRF A-19 Activity Report  
INSTRUCTIONS

### INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>4 Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	\$ -	\$ -	\$ -	



# Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments  
In Washington State

Administered by the Department of Commerce  
Local Government Division

*P.O. Box 42525  
Olympia, WA 98504-2525*

## Contact Information

### Mailing / Street Address:

Washington State Department of Commerce  
Local Government Division  
PO Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525

### Program Leadership:

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# Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

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# General Information

## 1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

## 2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

## 3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

***All final requests for reimbursement must be submitted no later than November 15, 2020.***

## 4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); *AND*
2. Are **NOT** accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
  - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Funds may **NOT** be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

## **5. Eligible costs**

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.



- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

## 6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

## 7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in the grantee's contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an [eligibility cost test](#). This test gives each grantee full authority to make the appropriate call for each circumstance.

**TEST** – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

**Additional consideration** – The intent of these funds is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the *immediate impacts*? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

## 8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

### Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

***All final requests for reimbursement must be submitted no later than November 15, 2020.***

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

1. Medical Expenses
  - A. Public hospitals, clinics, and similar facilities
  - B. Temporary public medical facilities & increased capacity
  - C. COVID-19 testing, including serological testing
  - D. Emergency medical response expenses
  - E. Telemedicine capabilities
  - F. Other
2. Public Health Expenses
  - A. Communication and enforcement of public health measures
  - B. Medical and protective supplies, including sanitation and PPE
  - C. Disinfecting public areas and other facilities
  - D. Technical assistance on COVID-19 threat mitigation
  - E. Public safety measures undertaken
  - F. Quarantining individuals
  - G. Other
3. Payroll expenses for public employees dedicated to COVID-19
  - A. Public Safety
  - B. Public Health
  - C. Health Care
  - D. Human Services
  - E. Economic Development
  - F. Other
4. Expenses to facilitate compliance with COVID-19 measures
  - A. Food access and delivery to residents
  - B. Distance learning tied to school closings
  - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

# Process and Procedure to Obtain Funds

## 1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22<sup>nd</sup>. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

## 2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

## 3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

#### 4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

***Monitoring visits may be scheduled.***

#### 5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed [A-19 Certification](#):
  - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020

and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed [A-19 Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
  - Providing a brief description of the specific activities performed.
  - Identifying specific populations served.
  - Identifying specific programs created or utilized.
  - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.



# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** May 21<sup>st</sup>, 2020  
**SUBJECT:** Housing Capacity Grant

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### **Introduction**

This memo asks for City Council acceptance of the housing-related grant funding discussed at the April 16<sup>th</sup> meeting. The \$25,000 grant is intended to assist small, slow-growing jurisdictions like Stevenson address regulatory barriers to the development of housing.

### **Grant Funded Actions**

The deliverables necessary to be reimbursed under this grant come in 2 sets:

- Preliminary staff reports and draft regulations for the following topics:
  - o Zoning Text Amendment to reduce minimum lot sizes in the R3 Multi-Family District.
  - o Zoning Text Amendment to add minimum densities in mixed use and multi-family areas.
  - o Zoning Text Amendment to reduce parking requirements for downtown areas as recommended in the Downtown Plan for SUCCESS!
  - o Zoning Map Amendment to consolidate R3 and R2 Two-Family Districts and implement recommendations from the Downtown Plan.
  - o Municipal Code Amendments to allow properties outside city limits to connect to water and sewer.
- Final Adoption of the above amendments.

The majority of this work is anticipated to occur with in-house staffing, however, some outside consulting may be considered for public outreach.

### **City Council Review**

The grant contract with the Washington Department of Commerce is attached for your review. The contract period ends mid-year 2021, when all deliverables are expected.

Prepared by,

Ben Shumaker  
Community Development Director

Attachment

- Draft Grant Agreement





**Interagency Agreement with**

City of Stevenson

through

Growth Management Services

**For**

Grant to adopt actions  
to increase residential building capacity

**Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

**Contract Number: 20-63210-003**

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Increasing Residential Building Capacity Grant**

<b>1. Contractor</b> City of Stevenson 7121 East Loop Road, PO Box 371 Stevenson, WA 98648		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Ben Shumaker Community Development Director (509) 427-5970 <a href="mailto:ben@ci.stevenson.wa.us">ben@ci.stevenson.wa.us</a>		<b>4. COMMERCE Representative</b> Scott Kuhta Senior Planner (509) 795-6884 <a href="mailto:scott.kuhta@commerce.wa.gov">scott.kuhta@commerce.wa.gov</a> PO Box 42525 1011 Plum Street SE Olympia, Washington 98504-2525	
<b>5. Contract Amount</b> \$25,000	<b>6. Funding Source</b> State of Washington	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2021
<b>9. SWV #</b> SWV0019082-00		<b>10. UBI #</b> 301-000-029	
<b>11. Contract Purpose</b> Grant funding to address housing affordability by adopting municipal code changes. Grant was awarded based on a competitive process of applications received in April 2020.			
<b>12. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Scott Anderson, Mayor City of Stevenson  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW and RCW 43.330.120.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **twenty-five thousand dollars (\$25,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

All actions must be adopted by June 15, 2021 to receive full funding. Budget managers should be aware that the final thirty percent (30%) of the grant award is contingent upon adoption of the selected Action(s).

The final due date for all deliverables must be no later than June 30, 2021.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverables. The invoice shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63210-003. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the



**GENERAL TERMS AND CONDITIONS  
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

Selected actions to increase residential building capacity:

\*\*\*

- (i) *Other actions that can be adopted to increase residential capacity, streamline development, or remove barriers to development. See below scope of work table for more details.*

\*\*\*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

<b>Action: 1. Amend SMC 17.15 – Residential Districts. Sub-actions include:</b>			
<ul style="list-style-type: none"> <li>• Decrease minimum lot size,</li> <li>• Consolidate, synchronize, and/or rename the R3 and R2 Zones, and/or</li> <li>• Add minimum densities</li> </ul>			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	The City will update regulations for its residential zoning districts. The primary focus will be on the districts permitting multi-family residential construction, where minimum lot sizes and minimum densities would be considered.		
Step 1.1	Gather relevant data and review existing code language	6/1/20	7/8/20
Step 1.2	Establish a public involvement plan	7/13/20	7/13/20
Step 1.3	Develop recommendations to present to Planning Commission	6/1/20	9/9/20
Step 1.4	Present recommended amendments to Planning Commission	9/14/20	10/12/20
Step 1.5	Prepare notices, distribute information, and conduct public hearings	7/14/20	6/30/21
Step 1.6	Make changes to amendment package per Planning Commission recommendations	10/13/20	11/13/20
Step 1.7	Present to City Council	11/19/20	12/17/20
Step 1.8	Perform necessary iterative reviews	12/18/20	6/15/21
Deliverable 1A	Planning Commission version of Draft modification to SMC 17.15 with staff report		10/12/20
Deliverable 1B	Adopted modification to SMC 17.15		6/30/21

**Action: 2. Amend SMC 17.25 – Trade Districts. Sub-actions include:**

- Add minimum densities and/or

<ul style="list-style-type: none"> <li>Reduce on-site parking requirements</li> </ul>			
Steps/ Deliverables	Description	Start Date	End Date
Action 2	The City will update regulations for its trade zoning districts, with a specific focus on the downtown C1 Commercial district. Anticipated updates include the addition of minimum densities and reduced on-site parking requirements for residential uses.		
Step 2.1	Gather relevant data and review existing code language	6/1/20	7/8/20
Step 2.2	Establish a public involvement plan	7/13/20	7/13/20
Step 2.3	Develop recommendations to present to Planning Commission	6/1/20	9/9/20
Step 2.4	Present recommended amendments to Planning Commission	9/14/20	10/12/20
Step 2.5	Prepare notices, distribute information, and conduct public hearings	7/14/20	6/30/21
Step 2.6	Make changes to amendment package per Planning Commission recommendations	10/13/20	11/13/20
Step 2.7	Present to City Council	11/19/20	12/17/20
Step 2.8	Perform necessary iterative reviews	12/18/20	6/15/21
Deliverable 2A	Planning Commission version of Draft modification to SMC 17.25 with staff report		10/12/20
Deliverable 2B	Adopted modification to SMC 17.25		6/30/21

**Action:** 3. Amend Zoning Map. Sub-actions include:

- Change based on Planning Commission preference on R2/R3 Consolidation and
- Additional R1 areas for designation as R3

Steps/ Deliverables	Description	Start Date	End Date
Action 3	The City will amend the Zoning Map to provide additional areas suitable for residential growth		
Step 3.1	Gather relevant data and review existing code language	6/1/20	7/8/20
Step 3.2	Establish a public involvement plan	7/13/20	7/13/20
Step 3.3	Develop recommendations to present to Planning Commission	6/1/20	9/9/20

Step 3.4	Present recommended amendments to Planning Commission	9/14/20	10/12/20
Step 3.5	Prepare notices, distribute information, and conduct public hearings	7/14/20	6/30/21
Step 3.6	Make changes to amendment package per Planning Commission recommendations	10/13/20	11/13/20
Step 3.7	Present to City Council	11/19/20	12/17/20
Step 3.8	Perform necessary iterative reviews	12/18/20	6/15/21
Deliverable 3A	Planning Commission version of Draft Zoning Map Update		10/12/20
Deliverable 3B	Adopted Zoning Map		6/30/21

**Action:** 4. Adopt utility policies allowing extension of services beyond city limits, thereby allowing higher density residential development:

- Consider regulations, template pre-annexation agreements, and pre-existing water connections outside city limits.

Steps/ Deliverables	Description	Start Date	End Date
Action 4	The City will amend water/sewer utility service policies to permit extension outside city limits		
Step 4.1	Gather relevant data and review existing code language	6/1/20	10/7/20
Step 4.2	Establish a public involvement plan	10/12/20	10/12/20
Step 4.3	Develop recommendations to present to Planning Commission	6/1/20	12/9/20
Step 4.4	Present recommended amendments to Planning Commission	12/14/20	12/14/20
Step 4.5	Prepare notices, distribute information, and conduct public hearings	10/13/20	6/30/21
Step 4.6	Make changes to amendment package per Planning Commission recommendations	12/15/20	1/13/21
Step 4.7	Present to City Council	1/21/21	2/18/21
Step 4.8	Perform necessary iterative reviews	2/19/21	6/15/21
Deliverable 4A	Planning Commission version of Draft Ordinance on Utility Extension		12/14/20
Deliverable 4B	Adopted Ordinance on Utility Extension		6/30/21

## Budget

<b>Action / Deliverables</b>	<b>Commerce Funds</b>	<b>Other Funds [If applicable]</b>
<i>Deliverables 1A, 2A, 3A. Draft modifications to code</i>	\$ 7,000	\$500
<i>Deliverable 1B. Adopted modification to SMC 17.15 (Residential Districts)</i>	\$750	\$100
<i>Deliverable 2B. Adopted modification to SMC 17.25 (Trade Districts)</i>	\$ 1,500	\$200
<i>Deliverable 3B. Adopted Zoning Map (residential zone changes)</i>	\$750	\$100
<i>Deliverable 4A. Draft ordinance on utility extension</i>	\$10,500	\$1,000
<i>Deliverable 4B. Adopted ordinance on utility extension</i>	\$4,500	\$600
<b>Total:</b>	\$25,000	\$2,500

NOTE: The final deliverable for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action (ordinance).



**SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement modifies the Professional Services Agreement (AGREEMENT) between Wallis Engineering (ENGINEER) and City of Stevenson (OWNER) signed December 19, 2020, for a PROJECT known as Development Engineering Services.

The following modifications are made to the AGREEMENT and all other terms and conditions remain unchanged:

Total Contract Amount is modified to include the following:

**COMPENSATION**

The total amount of compensation is increased from \$15,000 to \$23,500.

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For OWNER: CITY OF STEVENSON

For ENGINEER: WALLIS ENGINEERING

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

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

Scott Anderson, Mayor  
City of Stevenson  
7121 E Loop Rd  
Stevenson, WA 98648

Jane Yarr, Principal Engineer  
Wallis Engineering, PLLC  
215 W. 4<sup>th</sup> Street, Suite 200  
Vancouver, Washington 98660





# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

Report run on: 05/15/2020 04:06 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID Approval Step</u>	<u>Permit Status Step Status</u>	<u>Last Action Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CG-20-01		REVIEW FILES/RECORDS	PENDING			
		FILE SETUP	COMPLETED			
		SITE VISIT	PENDING			
		ISSUE SEPA DETERMINATION	PENDING			
		ENGINEERING DEPARTMENT STAFF REPORT	PENDING			
		ADMINISTRATIVE DECISION	PENDING			
CS-19-096	CS-COM-CHG-USE	02070120120000	COMPLETE	02/10/2020	SKAMANIA COUNTY	
		BUILDING DIVISION FINAL INTAKE	PENDING			
			COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		SEWER/WATER APPROVAL - CITY	PENDING			
		PLANNING DIVISION APPROVAL BUILDING PLAN REVIEW	APPROVED			
CS-19-097	CS-RES-SFR-REM	02070241060000	APPROVED	03/03/2020	BETHMAN, KURT V & JENNIFER LYNN	SKILLCRAFT CONSTRUCTION
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		BUILDING DIVISION FINAL FILE SETUP	PENDING			
		COMPLETED				



# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

Report run on: 05/15/2020 04:06 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <u>Approval Step</u>	<u>Permit Status</u> <u>Step Status</u>	<u>Last</u> <u>Action</u> <u>Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CS-19-097		SEWER/WATER APPROVAL - CITY	APPROVED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-002	CS-RES-SFR	03073544100100	APPROVED	05/04/2020	VAN PELT, BRANDON & KENIA	VAN PELT INC.
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-003	CS-BLD-COM	03753633030000	READY TO ISSUE	02/20/2020	WIEBE, GREG & BRENDA	
		BUILDING DIVISION FINAL	PENDING			
		BUILDING PLAN REVIEW	COMPLETED			
		INTAKE	COMPLETED			
		CERTIFICATE OF OCCUPANCY	PENDING			
		FILE SETUP	COMPLETED			
CS-20-004	CS-RES-SFR-REM	03753633190000	APPROVED	02/20/2020	STORIE, SUSAN	
		BUILDING PLAN REVIEW	COMPLETED			
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			



# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

Report run on: 05/15/2020 04:06 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <a href="#">Approval Step</a>	<u>Permit Status</u> <a href="#">Step Status</a>	<u>Last Action</u> <a href="#">Step Due</a>	<u>Applicant</u>	<u>Contractor</u>
CS-20-005	CS-RES-SFR	03073544102300	APPROVED	03/02/2020	BEAUDOIN, MICHAEL K & GINA M	INVISION II, LLC
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">PUBLIC WORKS APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			
		<a href="#">PLANNING DIVISION APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">SEWER/WATER APPROVAL - CITY</a>	<a href="#">APPROVED</a>			
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
CS-20-006	CS-RES-SFR	03073544103100	COMPLETE	03/13/2020	POMOGAEV, SERGEY & EMMA	
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">PUBLIC WORKS APPROVAL</a>	<a href="#">PENDING</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			
		<a href="#">PLANNING DIVISION APPROVAL</a>	<a href="#">PENDING</a>			
		<a href="#">SEWER/WATER APPROVAL - CITY</a>	<a href="#">PENDING</a>			
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
CS-20-008	CS-RES-MECH	03753633190000	APPROVED	02/24/2020	STORIE, SUSAN	THE HEAT PUMP STORE
		<a href="#">INSPECTIONS</a>	<a href="#">PENDING</a>			
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">PLANNING DIVISION APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">BUILDING DIVISION FINAL</a>	<a href="#">PENDING</a>			
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			



# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

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<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <a href="#">Approval Step</a>	<u>Permit Status</u> <a href="#">Step Status</a>	<u>Last Action</u> <a href="#">Step Due</a>	<u>Applicant</u>	<u>Contractor</u>
CS-20-010	CS-RES-SFR	03073544102100	APPROVED	04/01/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">PUBLIC WORKS APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			
		<a href="#">PLANNING DIVISION APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">SEWER/WATER APPROVAL - CITY</a>	<a href="#">APPROVED</a>			
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
CS-20-011	CS-RES-SFR	03073544100400	APPROVED	04/01/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">PUBLIC WORKS APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			
		<a href="#">PLANNING DIVISION APPROVAL</a>	<a href="#">APPROVED</a>			
		<a href="#">SEWER/WATER APPROVAL - CITY</a>	<a href="#">APPROVED</a>			
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
CS-20-012	CS-RES-SFR	03073544101700	APPROVED	05/06/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			
CS-20-015	CS-RES-SFR	03753630122500	APPROVED	05/14/2020	LAVADOUR, JACQUE A	MCLAUGHLIN DESIGN & CONSTRUCTION LLC
		<a href="#">BUILDING PLAN REVIEW</a>	<a href="#">COMPLETED</a>			
		<a href="#">INTAKE</a>	<a href="#">COMPLETED</a>			
		<a href="#">FILE SETUP</a>	<a href="#">COMPLETED</a>			



# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

Report run on: 05/15/2020 04:06 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <u>Approval Step</u>	<u>Permit Status</u> <u>Step Status</u>	<u>Last</u> <u>Action</u> <u>Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CS-20-018	CS-RES-SFR	03073544101100	APPROVED	05/04/2020	PRICE, PATRICIA J	INVISION II, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-020	CS-RES-ROOF	03753632020300	READY TO ISSUE	03/19/2020	HECHT, MARTIN JEFFREY TRUSTEE OF THE	TIM WOLD CONSTRUCTION
		BUILDING DIVISION FINAL	PENDING			
CS-20-025	CS-RES-PLM	03753623190000	APPROVED	04/17/2020	BROWN, CHARLES W JR & LONA G	
CS-20-026	CS-RES-MECH	03073614080000	APPROVED	04/03/2020	FUJITA, DAVID & CATHERINE	LEONARDO PLUMBING
		PLANNING DEPARTMENT	APPROVED			
		PUBLIC WORKS APPROVAL	APPROVED			
		BUILDING DEPARTMENT	APPROVED			
CS-20-027	CS-COM-REMODEL	02070110310000	COMPLETE	04/03/2020	TERRAPIN INVESTMENTS, LLC	
		BUILDING DIVISION FINAL	PENDING			
		BUILDING PLAN REVIEW	PENDING			
		INTAKE	COMPLETED			
		CERTIFICATE OF OCCUPANCY	PENDING			
		FILE SETUP	COMPLETED			



# Applications Status Report

Submitted 01/01/2020 through 05/15/2020

Report run on: 05/15/2020 04:06 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <u>Approval Step</u>	<u>Permit Status</u> <u>Step Status</u>	<u>Last</u> <u>Action</u> <u>Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CS-20-027		PUBLIC WORKS APPROVAL	PENDING			
		PLANNING DIVISION APPROVAL	PENDING			
CS-20-031	BLD-COM-ROOF	02070120120000	APPROVED	04/21/2020	SKAMANIA COUNTY	AQC BUILDERS
		INTAKE	COMPLETED			
		FILE SETUP	COMPLETED			
CS-20-032	CS-RES-MECH	03753633150100	APPROVED	04/23/2020	MCKEE, JOEL & KELLY O'MALLEY	A & E HEATING AND AIR INC
CS-20-034	CS-RES-MECH	03073613280000	APPROVED	05/01/2020	HALES, NANCY E	JAVAZ HEATING & COOLING
CS-20-037	CS-RES-ROOF	03073614319000	APPROVED	05/12/2020	FORD, CANDACE L & CHRISTOPHER L	MCCASKELL CONSRUCTION LLC
		BUILDING DIVISION FINAL	PENDING			
CU-20-01	COND USE	03100900020000	COMPLETE	04/10/2020	WEST, GARY L & DIANA J	
		INTAKE	COMPLETED			
		REVIEW FILES/RECORDS	PENDING			
		FILE SETUP	COMPLETED			
		SITE VISIT	PENDING			
		ISSUE SEPA DETERMINATION	PENDING			
		NOTICE OF APPLICATION/PUBLIC HEARING	PENDING			
		ENGINEERING DEPARTMENT	PENDING			
		ENVIRONMENTAL HEALTH COMMENTS	PENDING			
		FIRE MARSHAL COMMENTS	PENDING			

# CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce	
Reporting Period:	April, 2020	
Amount Due:	\$ 7,500.00	Monthly Contract Amount
	180.00	Program Management Time
	<u>1,262.09</u>	Monthly Reimbursables
	\$ 8,942.09	

## VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	3
Telephone Calls:	21
E-Mails:	57
Business Referrals:	278
Tracked Overnight Stays:	3
Mailings (student, relocation, visitor, letters):	0
Large Quantity Brochures	0
Chamber Website Pageviews	2,580
COS Website Pageviews	7,746

## CHAMBER BUSINESS

**Chamber Board Meeting:** We held our April board meeting with discussions about COVID-19 and the Chamber's role, offering assistance with dues to businesses that have been affected, grant opportunities for business as well as for the Chamber.

**Chamber Membership:** We didn't have any new members join the Chamber and 14 membership renewals in April.

**Chamber E-Newsletter:** The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons to over 1,000 recipients. We continued to send out daily (as needed) e-blast specifically for COVID-19 updates.

**Facebook Pages:** The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest, Wind River Business Association as well as for the Chamber itself. We continue to manage our new Facebook page promoting take-out dining services in Skamania County. This is an effort to help all local restaurants that have had to close due to COVID-19.

**Chamber Networking Events:** We held weekly virtual Chamber Happy Hour and Chamber Coffee Break events on Zoom during the month of April due to COVID-19.

### **Chamber Marketing, Projects, Action Items:**

- Watched webinars on grant writing and social media for non-profits; legal best practices
- Hosted 3 webinars with resources for businesses related to COVID-19.
- Made updates to Chamber website including featured events, placement of membership directory and newsletter sign up, added our new tag line and more
- Co-op ad placed in The Gore Magazine summer issue
- Created and implemented "Free Pitch Friday" promotion for all social media pages
- Working with SBA/SDA and WRBA on post-COVID marketing campaigns
- Weekly calls with County Emergency Operations Team with COVID-19 updates
- Weekly calls with Columbia Gorge Resiliency Team with COVID-19 updates
- Weekly emails with Washington State Chamber Executives and DMOs with COVID-19 updates

### **County/Regional/State Meeting and Projects:**

**Wind River Business Association (WRBA):** Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements, attend monthly meetings and manage the WRBA Facebook page.

**Stevenson Downtown Association (SDA):** Attended quarterly SDA board meeting. Attend monthly meetings to continue working on SDA Promotion Committee's historical walking tour of Stevenson.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

**Stevenson/SBA Meetings and Projects:**

- Made updates to website including seasonal photos and event listings.
- Monthly meeting with NB Marketing to discuss new marketing ideas for post-COVID promotions: Buy Now – Play Later campaign and Share Your Stevenson Adventure campaign.
- Coordinated with Stevenson Downtown Association and Washington Tourism Alliance on new promotional campaigns.
- Promoted online shopping and to-go orders at Stevenson shops and restaurants.

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES**

Program 2	Promotional Products and Projects	
P2-D1	Website	\$ 262.09
P2-D2	Social Media and Print Ad Creation	<u>\$1,000.00</u>
		\$1,262.09

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME**

P2-D2	Marketing (print, social media, press releases)	6hrs	\$ 180.00
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	<b><i>2020 Budget</i></b>	<b><i>Current Request</i></b>	<b><i>Requested YTD</i></b>	<b><i>Remaining</i></b>
Total Program Promo Expenses	85,000.00	\$1,442.09	\$13,676.64	\$71,323.36



# TREASURERS REPORT

## Fund Totals

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 16:17:18 Date: 05/14/2020  
Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	775,686.69	67,644.98	71,889.34	771,442.33	1,383.00	12,420.16	0.00	785,245.49
010 General Reserve Fund	326,705.62	0.00		326,705.62	0.00	0.00	0.00	326,705.62
020 Fire Reserve Fund	1,483,593.47	0.00		1,483,593.47	0.00	0.00	0.00	1,483,593.47
100 Street Fund	333,892.01	19,178.03	29,294.03	323,776.01	0.00	1,203.38	0.00	324,979.39
103 Tourism Promo & Develop Fund	770,554.55	26,298.36	15,155.04	781,697.87	0.00	7.06	0.00	781,704.93
300 Capital Improvement Fund	145,238.94	4,217.39		149,456.33	0.00	0.00	0.00	149,456.33
309 Russell Ave	-17,869.72	0.00	56,594.70	-74,464.42	0.00	0.00	0.00	-74,464.42
311 First Street	-368.42	0.00		-368.42	0.00	0.00	0.00	-368.42
400 Water/Sewer Fund	1,203,345.71	100,209.72	165,962.48	1,137,592.95	0.00	3,655.22	-736.74	1,140,511.43
410 Wastewater System Upgrades	-103,392.89	0.00		-103,392.89	0.00	0.00	0.00	-103,392.89
500 Equipment Service Fund	154,977.75	32,076.05	5,010.13	182,043.67	0.00	185.46	0.00	182,229.13
630 Stevenson Municipal Court	7,166.00	889.86	674.00	7,381.86	674.00	0.00	0.00	8,055.86
631 CATV Fund	3,098.81	0.13		3,098.94	0.00	0.00	0.00	3,098.94
	<u>5,082,628.52</u>	<u>250,514.52</u>	<u>344,579.72</u>	<u><b>4,988,563.32</b></u>	<u>2,057.00</u>	<u>17,471.28</u>	<u>-736.74</u>	<u><b>5,007,354.86</b></u>

# TREASURERS REPORT

## Account Totals

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 16:17:18 Date: 05/14/2020  
Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	1,840,142.25	497,066.29	613,341.74	1,723,866.80	-256.04	18,804.28	1,742,415.04
3	Court Trust Umpqua	7,166.00	889.86	674.00	7,381.86	0.00	724.00	8,105.86
10	Xpress Bill Pay	125,300.24	21,686.25	0.00	146,986.49	-480.70	0.00	146,505.79
11	Cash Drawer	100.00	0.00	0.00	100.00	0.00	0.00	100.00
12	Petty Cash	400.00	0.00	0.00	400.00	0.00	0.00	400.00
20	Opus	320,015.77	39.43	0.00	320,055.20	0.00	0.00	320,055.20
Total Cash:		<u>2,293,124.26</u>	<u>519,681.83</u>	<u>614,015.74</u>	<u>2,198,790.35</u>	<u>-736.74</u>	<u>19,528.28</u>	<b><u>2,217,581.89</u></b>
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	869,835.01	581.78	0.00	870,416.79	0.00	0.00	870,416.79
6	US Bank Safekeeping	1,916,570.06	300,728.70	301,041.90	1,916,256.86	0.00	0.00	1,916,256.86
8	CATV Trust	3,099.19	0.13	0.00	3,099.32	0.00	0.00	3,099.32
Total Investments:		<u>2,789,504.26</u>	<u>301,310.61</u>	<u>301,041.90</u>	<u>2,789,772.97</u>	<u>0.00</u>	<u>0.00</u>	<b><u>2,789,772.97</u></b>
		<u>5,082,628.52</u>	<u>820,992.44</u>	<u>915,057.64</u>	<u>4,988,563.32</u>	<u>-736.74</u>	<u>19,528.28</u>	<b><u>5,007,354.86</u></b>

# TREASURERS REPORT

## Fund Investments By Account

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 16:17:18 Date: 05/14/2020  
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Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	203,318.37		199.50	199.50		203,517.87
100 000 Street Fund	25,925.53		25.44	25.44		25,950.97
103 000 Tourism Promo & Develop Fund	230,599.79		226.27	226.27		230,826.06
300 000 Capital Improvement Fund	6,254.50		6.14	6.14		6,260.64
400 000 Water/Sewer Fund	108,243.38		106.21	106.21		108,349.59
500 000 Equipment Service Fund	18,582.23		18.22	18.22		18,600.45
5 - LGIP	592,923.80	0.00	581.78	581.78		<b>593,505.58</b>
001 000 General Expense Fund	526,530.19	148,131.08		148,131.08	148,285.35	526,375.92
103 000 Tourism Promo & Develop Fund	320,749.42	90,237.86		90,237.86	90,331.84	320,655.44
300 000 Capital Improvement Fund	25,575.58	7,195.30		7,195.30	7,202.79	25,568.09
400 000 Water/Sewer Fund	185,852.13	52,286.62		52,286.62	52,341.07	185,797.68
500 000 Equipment Service Fund	10,229.26	2,877.84		2,877.84	2,880.85	10,226.25
6 - US Bank Safekeeping	1,068,936.58	300,728.70	0.00	300,728.70	301,041.90	<b>1,068,623.38</b>
001 000 General Expense Fund	0.38					0.38
631 000 CATV Fund	3,098.81		0.13	0.13		3,098.94
8 - CATV Trust	3,099.19	0.00	0.13	0.13		<b>3,099.32</b>
	1,664,959.57	300,728.70	581.91	301,310.61	301,041.90	<b>1,665,228.28</b>

# TREASURERS REPORT

## Fund Investment Totals

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 16:17:18 Date: 05/14/2020  
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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	729,848.94	148,131.08	199.50	148,330.58	148,285.35	729,894.17	41,548.16
010 General Reserve Fund						0.00	326,705.62
020 Fire Reserve Fund						0.00	1,483,593.47
100 Street Fund	25,925.53		25.44	25.44		25,950.97	297,825.04
103 Tourism Promo & Develop Fund	551,349.21	90,237.86	226.27	90,464.13	90,331.84	551,481.50	230,216.37
300 Capital Improvement Fund	31,830.08	7,195.30	6.14	7,201.44	7,202.79	31,828.73	117,627.60
309 Russell Ave						0.00	-74,464.42
311 First Street						0.00	-368.42
400 Water/Sewer Fund	294,095.51	52,286.62	106.21	52,392.83	52,341.07	294,147.27	843,445.68
410 Wastewater System Upgrades						0.00	-103,392.89
500 Equipment Service Fund	28,811.49	2,877.84	18.22	2,896.06	2,880.85	28,826.70	153,216.97
630 Stevenson Municipal Court						0.00	7,381.86
631 CATV Fund	3,098.81		0.13	0.13		3,098.94	0.00
	1,664,959.57	300,728.70	581.91	301,310.61	301,041.90	1,665,228.28	3,323,335.04

Ending fund balance (Page 1) - Investment balance = Available cash.

**4,988,563.32**

# TREASURERS REPORT

## Outstanding Vouchers

City Of Stevenson  
MCAG #: 0652

As Of: 04/30/2020 Date: 05/14/2020  
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	915	04/29/2020	Util Pay	1		Xpress Billpay	32.00	Xpress Import - CC - 04-29-2020__daily_batch.csv
2020	918	04/30/2020	Util Pay	1		Xpress Billpay	224.04	Xpress Import - CC - 04-30-2020__daily_batch.csv
Receipts Outstanding:							256.04	
2020	910	04/29/2020	Payroll	1	EFT	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 04/30/2020 To 04/30/2020 - WA Child Support
2020	907	04/29/2020	Payroll	1	EFT	Department of Retirement Systems	13,906.56	Pay Cycle(s) 04/30/2020 To 04/30/2020 - PERS2; Pay Cycle(s) 04/30/2020 To 04/30/2020 - DCP
2020	993	04/30/2020	Payroll	1	EFT	Employment Security Dept	769.90	Pay Cycle(s) 01/01/2020 To 03/31/2020 - PFML
2020	906	04/29/2020	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 04/30/2020 To 04/30/2020 - Disability; Pay Cycle(s) 04/30/2020 To 04/30/2020 - Life Insurance; Pay Cycle(s) 04/30/2020 To 04/30/2020 - Accident
2019	635	04/29/2019	Payroll	1	13417	Skamania Branch Food Bank	138.14	
2019	629	04/29/2019	Payroll	1	13419	Stevenson Fire Association	69.07	
2019	2139	12/09/2019	Payroll	1	14020	Connor Black	59.10	2019 Volunteer FF Pay
2019	2147	12/09/2019	Payroll	1	14027	Sean M Hietpas	435.90	2019 Volunteer FF Pay
2019	2316	12/19/2019	Claims	1	14087	Skamania County Prosecutor	1,333.00	Dec 2019
2020	885	04/30/2020	Payroll	1	14363	Michael Beck	138.14	PP 04.01.20-04.30.20
2020	896	04/30/2020	Payroll	1	14364	Annie McHale	138.14	PP 04.01.20-04.30.20
2020	911	04/29/2020	Payroll	1	14366	City of Stevenson	319.38	Pay Cycle(s) 04/30/2020 To 04/30/2020 - City Payback
2020	912	04/29/2020	Payroll	1	14367	HRA VEBA Trust Contributions	500.00	Pay Cycle(s) 04/30/2020 To 04/30/2020 - HRA VEBA
2020	913	04/29/2020	Payroll	1	14368	Stevenson Fire Association	138.14	Pay Cycle(s) 04/30/2020 To 04/30/2020 - Fire Association
2020	914	04/29/2020	Payroll	1	14369	WGAP Washington Gorge Action Program	276.28	Pay Cycle(s) 04/30/2020 To 04/30/2020 - Food Bank
							18,804.28	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2020	967	04/30/2020	Claims	3	1013	Stevenson Municipal Court	674.00	City Of Stevenson Remittance
							724.00	
2020	916	04/29/2020	Util Pay	10		Xpress Billpay	112.02	Xpress Import - EFT - 04-29-2020__daily_batch.csv
2020	917	04/29/2020	Util Pay	10		Xpress Billpay	49.45	Xpress Import - iPay - 04-29-2020__daily_batch.csv
2020	919	04/30/2020	Util Pay	10		Xpress Billpay	319.23	Xpress Import - EFT - 04-30-2020__daily_batch.csv
Receipts Outstanding:							480.70	
							19,528.28	

**TREASURERS REPORT**

**Outstanding Vouchers**

City Of Stevenson  
 MCAG #: 0652

As Of: 04/30/2020 Date: 05/14/2020  
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
<b>Fund</b>									
							Claims	Payroll	
							Total		
001			General Expense Fund				1,383.00	12,420.16	13,803.16
100			Street Fund				0.00	1,203.38	1,203.38
103			Tourism Promo & Develop Fund				0.00	7.06	7.06
400			Water/Sewer Fund				0.00	3,655.22	3,655.22
500			Equipment Service Fund				0.00	185.46	185.46
630			Stevenson Municipal Court				674.00	0.00	674.00
							2,057.00	17,471.28	19,528.28

**TREASURERS REPORT**

**Signature Page**

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 16:17:18 Date: 05/14/2020  
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We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
City Administrator / Date Deputy Clerk-Treasurer / Date

## 2020 BUDGET POSITION

City Of Stevenson  
MCAG #: 0652

Time: 16:19:17 Date: 05/14/2020  
Page: 1

001 General Expense Fund Months: 01 To: 04

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	419,177.79	680,398.49	(261,220.70)	162.3%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	59,695.22	51,135.13	8,560.09	85.7%
<b>308 Beginning Balances</b>	<b>512,286.83</b>	<b>764,947.44</b>	<b>(252,660.61)</b>	<b>149.3%</b>
311 Property Tax	481,883.50	63,968.81	417,914.69	13.3%
313 Sales Tax	265,000.00	80,473.96	184,526.04	30.4%
316 Utility Tax	40,000.00	23,886.85	16,113.15	59.7%
317 Other Tax	16,000.00	6,628.45	9,371.55	41.4%
<b>310 Taxes</b>	<b>802,883.50</b>	<b>174,958.07</b>	<b>627,925.43</b>	<b>21.8%</b>
321 Licenses	2,900.00	1,300.00	1,600.00	44.8%
322 Permits	45,000.00	(2,124.54)	47,124.54	4.7%
<b>320 Licenses &amp; Permits</b>	<b>47,900.00</b>	<b>(824.54)</b>	<b>48,724.54</b>	<b>1.7%</b>
330 Grants	350,000.00	62,036.28	287,963.72	17.7%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Tax	16,055.00	8,480.70	7,574.30	52.8%
<b>330 Intergovernmental Revenues</b>	<b>377,055.00</b>	<b>70,516.98</b>	<b>306,538.02</b>	<b>18.7%</b>
341 Other	0.00	1,943.76	(1,943.76)	0.0%
342 Fire District 2	19,500.00	9,838.21	9,661.79	50.5%
345 Planning	4,500.00	14,885.00	(10,385.00)	330.8%
346 Building	3,000.00	29.00	2,971.00	1.0%
<b>340 Charges For Goods &amp; Services</b>	<b>27,000.00</b>	<b>26,695.97</b>	<b>304.03</b>	<b>98.9%</b>
350 Fines & Penalties	11,250.00	5,739.36	5,510.64	51.0%
360 Interest & Other Earnings	5,500.00	10,052.49	(4,552.49)	182.8%
380 Non Revenues	0.00	3,442.22	(3,442.22)	0.0%
<b>Fund Revenues:</b>	<b>1,783,875.33</b>	<b>1,055,527.99</b>	<b>728,347.34</b>	<b>59.2%</b>

Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	22,000.00	4,119.57	17,880.43	18.7%
512 Judicial	62,700.00	17,743.90	44,956.10	28.3%
513 Executive	110,825.00	32,071.63	78,753.37	28.9%
514 Financial, Recording & Elections	99,600.00	36,667.66	62,932.34	36.8%
515 Legal Services	31,500.00	7,488.00	24,012.00	23.8%
517 Employee Benefit Programs	525.00	25.00	500.00	4.8%
518 Centralized Services	51,580.29	43,637.72	7,942.57	84.6%
521 Law Enforcement	192,801.85	61,929.78	130,872.07	32.1%
202 Fire Department	82,905.00	8,283.91	74,621.09	10.0%
203 Fire District 2	19,500.00	1,341.17	18,158.83	6.9%
<b>522 Fire Control</b>	<b>102,405.00</b>	<b>9,625.08</b>	<b>92,779.92</b>	<b>9.4%</b>
528 Dispatch Services	8,000.00	3,229.75	4,770.25	40.4%
551 Public Housing Services	350,000.00	0.00	350,000.00	0.0%
553 Conservation	300.00	434.75	(134.75)	144.9%
554 Environmental Services	11,400.00	0.00	11,400.00	424
550 Building	37,050.00	2,960.50	34,089.50	8.0%



## 2020 BUDGET POSITION

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001 General Expense Fund Months: 01 To: 04

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>558 Planning &amp; Community Devel</b>				
560 Planning	193,480.00	49,434.95	144,045.05	25.6%
570 Economic Development	11,900.00	0.00	11,900.00	0.0%
<b>558 Planning &amp; Community Devel</b>	<b>242,430.00</b>	<b>52,395.45</b>	<b>190,034.55</b>	<b>21.6%</b>
565 Welfare	30,000.00	0.00	30,000.00	0.0%
566 Substance Abuse	150.00	42.98	107.02	28.7%
573 Cultural & Community Activities	500.00	59.96	440.04	12.0%
576 Park Facilities	149,350.00	11,327.76	138,022.24	7.6%
580 Non Expenditures	0.00	3,286.67	(3,286.67)	0.0%
597 Interfund Transfers	35,000.00	0.00	35,000.00	0.0%
100 Unreserved	189,698.97	0.00	189,698.97	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	59,695.22	0.00	59,695.22	0.0%
<b>999 Ending Balance</b>	<b>282,808.19</b>	<b>0.00</b>	<b>282,808.19</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>1,783,875.33</b>	<b>284,085.66</b>	<b>1,499,789.67</b>	<b>15.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>771,442.33</b>		

## 2020 BUDGET POSITION

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010 General Reserve Fund		Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining
308 Beginning Balances	325,553.66	326,705.62	(1,151.96) 100.4%
<b>Fund Revenues:</b>	<b>325,553.66</b>	<b>326,705.62</b>	<b>(1,151.96) 100.4%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining
999 Ending Balance	325,553.66	0.00	325,553.66 0.0%
<b>Fund Expenditures:</b>	<b>325,553.66</b>	<b>0.00</b>	<b>325,553.66 0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>326,705.62</b>	

## 2020 BUDGET POSITION

City Of Stevenson  
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020 Fire Reserve Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	1,480,000.00	1,483,593.47	(3,593.47)	100.2%
397 Interfund Transfers	35,000.00	0.00	35,000.00	0.0%
<b>Fund Revenues:</b>	<b>1,515,000.00</b>	<b>1,483,593.47</b>	<b>31,406.53</b>	<b>97.9%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,515,000.00	0.00	1,515,000.00	0.0%
<b>Fund Expenditures:</b>	<b>1,515,000.00</b>	<b>0.00</b>	<b>1,515,000.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>1,483,593.47</b>		

## 2020 BUDGET POSITION

City Of Stevenson  
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100 Street Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	116,553.76	306,289.98	(189,736.22)	262.8%
310 Taxes	322,000.00	88,287.18	233,712.82	27.4%
320 Licenses & Permits	600.00	50.00	550.00	8.3%
330 Intergovernmental Revenues	49,620.60	14,274.27	35,346.33	28.8%
360 Interest & Other Earnings	0.00	173.20	(173.20)	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>488,774.36</b>	<b>409,074.63</b>	<b>79,699.73</b>	<b>83.7%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	265,600.00	59,336.13	206,263.87	22.3%
543 Streets Admin & Overhead	28,050.00	9,942.78	18,107.22	35.4%
544 Road & Street Operations	21,000.00	0.00	21,000.00	0.0%
566 Substance Abuse	0.00	65.02	(65.02)	0.0%
594 Capital Expenditures	39,000.00	15,954.69	23,045.31	40.9%
597 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
999 Ending Balance	82,124.36	0.00	82,124.36	0.0%
<b>Fund Expenditures:</b>	<b>488,774.36</b>	<b>85,298.62</b>	<b>403,475.74</b>	<b>17.5%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>323,776.01</b>		

## 2020 BUDGET POSITION

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103 Tourism Promo & Develop Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	615,661.30	710,294.51	(94,633.21)	115.4%
310 Taxes	440,000.00	107,497.85	332,502.15	24.4%
360 Interest & Other Earnings	0.00	7,039.66	(7,039.66)	0.0%
<b>Fund Revenues:</b>	<b>1,055,661.30</b>	<b>824,832.02</b>	<b>230,829.28</b>	<b>78.1%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	357,250.00	43,134.15	314,115.85	12.1%
594 Capital Expenditures	370,000.00	0.00	370,000.00	0.0%
999 Ending Balance	328,411.30	0.00	328,411.30	0.0%
<b>Fund Expenditures:</b>	<b>1,055,661.30</b>	<b>43,134.15</b>	<b>1,012,527.15</b>	<b>4.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>781,697.87</b>		

## 2020 BUDGET POSITION

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300 Capital Improvement Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	99,236.62	135,656.42	(36,419.80)	136.7%
310 Taxes	20,000.00	13,430.09	6,569.91	67.2%
360 Interest & Other Earnings	0.00	369.82	(369.82)	0.0%
<b>Fund Revenues:</b>	<b>119,236.62</b>	<b>149,456.33</b>	<b>(30,219.71)</b>	<b>125.3%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	70,611.00	0.00	70,611.00	0.0%
999 Ending Balance	48,625.62	0.00	48,625.62	0.0%
<b>Fund Expenditures:</b>	<b>119,236.62</b>	<b>0.00</b>	<b>119,236.62</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>149,456.33</b>		

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303 Joint Emergency Facilities Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>0.00</b>		

## 2020 BUDGET POSITION

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309 Russell Ave		Months: 01 To: 04		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	819,927.00	0.00	819,927.00	0.0%
360 Interest & Other Earnings	75,000.00	0.00	75,000.00	0.0%
397 Interfund Transfers	70,611.00	0.00	70,611.00	0.0%
<b>Fund Revenues:</b>	<b>965,538.00</b>	<b>0.00</b>	<b>965,538.00</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	965,538.00	74,464.42	891,073.58	7.7%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>965,538.00</b>	<b>74,464.42</b>	<b>891,073.58</b>	<b>7.7%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(74,464.42)</b>		



## 2020 BUDGET POSITION

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311 First Street		Months: 01 To: 04		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	132,800.00	0.00	132,800.00	0.0%
397 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
<b>Fund Revenues:</b>	<b>185,800.00</b>	<b>0.00</b>	<b>185,800.00</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	185,800.00	368.42	185,431.58	0.2%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>185,800.00</b>	<b>368.42</b>	<b>185,431.58</b>	<b>0.2%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(368.42)</b>		

## 2020 BUDGET POSITION

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400 Water/Sewer Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer	129,205.20	251,864.61	(122,659.41)	194.9%
401 Water	191,376.85	207,161.66	(15,784.81)	108.2%
402 Sewer	190,400.27	218,673.27	(28,273.00)	114.8%
<b>308 Beginning Balances</b>	<b>510,982.32</b>	<b>677,699.54</b>	<b>(166,717.22)</b>	<b>132.6%</b>
330 Intergovernmental Revenues	311,000.00	0.00	311,000.00	0.0%
343 Water	690,150.00	179,068.03	511,081.97	25.9%
344 Sewer	887,594.20	275,905.20	611,689.00	31.1%
<b>340 Charges For Goods &amp; Services</b>	<b>1,577,744.20</b>	<b>454,973.23</b>	<b>1,122,770.97</b>	<b>28.8%</b>
343 Water	46,674.00	49,100.29	(2,426.29)	105.2%
344 Sewer	56,532.00	43,226.00	13,306.00	76.5%
400 Water/Sewer	4,000.00	3,226.02	773.98	80.7%
<b>360 Interest &amp; Other Earnings</b>	<b>107,206.00</b>	<b>95,552.31</b>	<b>11,653.69</b>	<b>89.1%</b>
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Financing Sources	350,000.00	321,000.00	29,000.00	91.7%
<b>Fund Revenues:</b>	<b>2,856,932.52</b>	<b>1,549,225.08</b>	<b>1,307,707.44</b>	<b>54.2%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	473,150.00	150,929.19	322,220.81	31.9%
535 Sewer	852,500.00	204,866.85	647,633.15	24.0%
534 Water	64,373.39	0.00	64,373.39	0.0%
535 Sewer	32,671.00	0.00	32,671.00	0.0%
<b>591 Debt Service</b>	<b>97,044.39</b>	<b>0.00</b>	<b>97,044.39</b>	<b>0.0%</b>
534 Water	764,500.00	55,836.09	708,663.91	7.3%
535 Sewer	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>764,500.00</b>	<b>55,836.09</b>	<b>708,663.91</b>	<b>7.3%</b>
597 Interfund Transfers	0.00	0.00	0.00	0.0%
400 Water/Sewer	234,755.01	0.00	234,755.01	0.0%
401 Water	188,050.85	0.00	188,050.85	0.0%
402 Sewer	246,932.27	0.00	246,932.27	0.0%
<b>999 Ending Balance</b>	<b>669,738.13</b>	<b>0.00</b>	<b>669,738.13</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>2,856,932.52</b>	<b>411,632.13</b>	<b>2,445,300.39</b>	<b>14.4%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>1,137,592.95</b>		

## 2020 BUDGET POSITION

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410 Wastewater System Upgrades			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	(119,857.70)	119,857.70	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%
390 Other Financing Sources	1,000,000.00	114,457.70	885,542.30	11.4%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>1,000,000.00</b>	<b>(5,400.00)</b>	<b>1,005,400.00</b>	<b>0.5%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,000,000.00	97,992.89	902,007.11	9.8%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>1,000,000.00</b>	<b>97,992.89</b>	<b>902,007.11</b>	<b>9.8%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(103,392.89)</b>		

## 2020 BUDGET POSITION

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500 Equipment Service Fund			Months: 01 To: 04	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	65,450.73	139,248.98	(73,798.25)	212.8%
340 Charges For Goods & Services	150,000.00	69,343.61	80,656.39	46.2%
360 Interest & Other Earnings	0.00	269.33	(269.33)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>215,450.73</b>	<b>208,861.92</b>	<b>6,588.81</b>	<b>96.9%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	125,750.00	26,818.25	98,931.75	21.3%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	89,700.73	0.00	89,700.73	0.0%
<b>Fund Expenditures:</b>	<b>215,450.73</b>	<b>26,818.25</b>	<b>188,632.48</b>	<b>12.4%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>182,043.67</b>		

## 2020 BUDGET POSITION

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630 Stevenson Municipal Court		Months: 01 To: 04		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	9,738.88	(9,738.88)	0.0%
380 Non Revenues	0.00	13,363.31	(13,363.31)	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>23,102.19</b>	<b>(23,102.19)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	15,720.33	(15,720.33)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>15,720.33</b>	<b>(15,720.33)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>7,381.86</b>		

## 2020 BUDGET POSITION

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631 CATV Fund		Months: 01 To: 04			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	0.00	3,098.81	(3,098.81)	0.0%	
380 Non Revenues	0.00	0.13	(0.13)	0.0%	
<b>Fund Revenues:</b>	<b>0.00</b>	<b>3,098.94</b>	<b>(3,098.94)</b>	<b>0.0%</b>	
Expenditures	Amt Budgeted	Expenditures	Remaining		
999 Ending Balance	0.00	0.00	0.00	0.0%	
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>	
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>3,098.94</b>			

## 2020 BUDGET POSITION TOTALS

City Of Stevenson  
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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	1,783,875.33	1,055,527.99	59.2%	1,783,875.33	284,085.66	16%
010 General Reserve Fund	325,553.66	326,705.62	100.4%	325,553.66	0.00	0%
020 Fire Reserve Fund	1,515,000.00	1,483,593.47	97.9%	1,515,000.00	0.00	0%
100 Street Fund	488,774.36	409,074.63	83.7%	488,774.36	85,298.62	17%
103 Tourism Promo & Develop Fund	1,055,661.30	824,832.02	78.1%	1,055,661.30	43,134.15	4%
300 Capital Improvement Fund	119,236.62	149,456.33	125.3%	119,236.62	0.00	0%
303 Joint Emergency Facilities Fund	0.00	0.00	0.0%	0.00	0.00	0%
309 Russell Ave	965,538.00	0.00	0.0%	965,538.00	74,464.42	8%
311 First Street	185,800.00	0.00	0.0%	185,800.00	368.42	0%
400 Water/Sewer Fund	2,856,932.52	1,549,225.08	54.2%	2,856,932.52	411,632.13	14%
410 Wastewater System Upgrades	1,000,000.00	-5,400.00	-0.5%	1,000,000.00	97,992.89	10%
500 Equipment Service Fund	215,450.73	208,861.92	96.9%	215,450.73	26,818.25	12%
630 Stevenson Municipal Court	0.00	23,102.19	0.0%	0.00	15,720.33	0%
631 CATV Fund	0.00	3,098.94	0.0%	0.00	0.00	0%
	<u>10,511,822.52</u>	<u>6,028,078.19</u>	<u>57.3%</u>	<u>10,511,822.52</u>	<u>1,039,514.87</u>	<u>9.9%</u>



# City of Stevenson

## Fire Department – Rob Farris, Chief

(509) 427-5970

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

To: Stevenson City Council  
From: Rob Farris, Fire Chief  
RE: Fire Department Update – April 2020  
Meeting Date: May 21<sup>st</sup>, 2020

### **Executive Summary:**

Fire Department focus has been on the COVID-19 response in our service area and Skamania County. Fire Chief is receiving daily SitReps and continues to pass on relevant updates to the membership. Fire Department leadership has been working hard on digesting COVID-19 response guidelines which sometimes change daily. We continue to develop and adjust response procedures and protocols based on the information available. Fire Department is currently conducting its weekly meeting via teleconference.

Volunteers are doing video meetings each week instead of meeting in person for training. This is a stop gap until COVID-19 risks subside.

### **Overview of Items:**

- *COVID-19 Response:* Ongoing
- *New Fire Hall:* Ongoing
- *District AFG Grant:* Pre-construction conference completed. Tentative Delivery of new apparatus is November 2020
- *Fire Station Bay Door Upgrade:* Vendor contacted, Vendor has ordered parts.

### *Drills/Training/Calls:*

April Drills/Training – 38 Hours of volunteer training time

April Calls – 2 total

2 – Fire Alarms

### **Action Needed:**



**STEVENSON PLANNING COMMISSION  
SPECIAL MEETING MINUTES  
Wednesday, March 11, 2020  
6:00 PM**

**Attending**

**Staff: City Administrator Leana Kinley, Public Works Director Karl Russell, Community Development Director Ben Shumaker**

**Planning Commissioners: Chair Valerie Hoy-Rhodehamel, Mike Beck, Auguste Zettler, Jeff Breckel**

**Public audience member: Mary Repar**

**Chair Valerie Hoy-Rhodehamel called the meeting to order at 6:02 p.m.**

**Preliminary Matters**

- 1. Chair Hoy-Rhodehamel selected Public Comment Option #2**
- 2. Public Comment Period** (For items not located elsewhere on the agenda)  
No comments received.

**Business**

**Ben Shumaker**, Community Development Director briefly explained the purpose of meeting to Commissioners. It is intended to help prepare Commissioners and public to discuss the Comprehensive Plan Amendment proposal at the upcoming public hearing scheduled for April 13th. The format of this meeting is intended to allow questions/answers so the public hearing can focus on public input.

He directed everyone to the agenda, a staff report with information on the Biennial Comprehensive Plan Amendment and the following website containing information on Capital Facilities Planning: [https://deptofcommerce.app.box.com/cap\\_facilities\\_planning\\_info](https://deptofcommerce.app.box.com/cap_facilities_planning_info). He then turned the meeting over to City Administrator Leana Kinley.

**Kinley** described how during a Stevenson City Council Strategic Planning session the need to identify and synchronize the projects the City had scheduled became apparent. In order to better coordinate the work and reduce costs, the Council determined a Capital Facilities Plan was necessary.

The purpose is to align needed funds, work and improvements to the city's water system, transportation networks (roads/streets), and waste water/sewer infrastructure. In addition, a CFP would include planning to address future construction and repair needs of city buildings in order to begin setting aside funds for the projects.

**Kinley** commented that Council members referred to the idea as a "well, duh!" plan in that it was seen to be common sense to organize and prioritize projects.

Commissioners and staff then engaged in a substantial discussion regarding the details and intent of the CFP. During the discussion Mary Repar commented that planning for reduced growth was important to keep in mind when determining future revenue. She also noted the population of Stevenson was aging and often on fixed incomes.

Commissioners considered a number of topics, including growth projections for Stevenson and the surrounding area, population changes, utility rates, revenue forecasts and reserve sustainability, telecommunications/broadband, business development, and increasing public knowledge of city work projects. One concern expressed was getting residents to care about and understand the cost of maintaining or upgrading aging infrastructure in order to continue providing city services. **Beck** advised having Public Works look into incorporating a program known as PASER to evaluate street/road pavement conditions.

**Shumaker** asked for community engagement strategies for the Capital Facilities Plan. He asked the Commissioners if they felt Biennial Comprehensive Amendments made by private business would be addressed differently than City initiated amendments and no concerns were expressed.

A suggestion was made to change the order of several items in the plan (place 8B before 8A). Mary Repar recalled the large amount of public participation when the initial Comprehensive Plan was created. She stated the Capital Facilities Plan affects city residents in many ways and encouraged the PC to make it robust through community input.

**Zettler** pointed out that recent issues with local residents were a result of misconceptions and misinformation. He suggested creating a series of flyers to insert into local water bills to help residents understand the cost of providing clean, healthy water to their household. **Breckel and Hoy-Rhodehamel** agreed, noting recent rate increases were contentious, even though rates had been extremely low in the past. **Kinley** commented a city newsletter was being finalized and would be mailed soon.

**Beck** suggested attracting public interest and input by placing maps in the local paper and/or having pin board maps at the library whereby residents could identify specific needs they felt were important and send their comments to the PC. **Shumaker** stated he liked the idea of a hook, as it would help residents understand the 'why' of futures planning. **Breckel** advised making sure any language used was easy for the public to understand.

PC members were notified of a City Council retreat on March 28th.

An optional Consistency Review was not performed.

**Chair Valerie Hoy-Rhodehamel adjourned the meeting at 7:24 p.m.**

**Minutes created by Johanna Roe**



# Skamania County Sheriff's Office

## Law Total Incident Report, by Agency, Nature

Agency: Skamania County Sheriff's Dept

<u>Nature of Incident</u>	<u>Total Incidents</u>
Abandon Vehicle Right of Way	6
Abuse of animals except Dogs	1
Simple Assault	1
Non-sufficient Funds Check	1
Animal - Barking Dog	3
Burglary Residence Unlawful En	1
Citizen Dispute	2
Problems with Dogs	2
Domestic Violence	3
Fireworks Problems	1
Found Property	1
Fraud	1
Harrass	1
Hospice	2
Incomplete 9-1-1 Calls	1
Information Report	6
Jail Problems/Inmate Problems	1
Litter/Pollution/Public Health	1
Lost Property	1
Medical Emergency	41
Parking Problem	2
Patrol Request	2
Property Watch, House Check	2
Public Nuisance/County Ordinan	4
Request Traffic Enforcement	1
Residential Alarm	1
Sex Offense/Abuse	1
Attempted Suicide	1
Suspicious Person/Circumstance	10
Theft Other Property	5
Threats	1
Traffic Hazard	2
Traffic Stop	4
Trespassing	5
Vandalism/Mailic Misch	1
VIN Number Inspection	1
Welfare Check	5
<b>Total Incidents for This Agency</b>	<b>125</b>

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Total reported: 125

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### Report Includes:

All dates between `00:00:00 04/01/20` and `00:00:00 05/01/20`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# Skamania County Sheriff's Office

## Total Traffic Citation Report, by Violation

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<u>Violation</u>	<u>Description</u>	<u>Total</u>
46.20.342	DR W/LIC PRIV SUSP	4
<b>Report Totals</b>		<b>4</b>

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**Report Includes:**

All dates of issue between `00:00:00 04/01/20` and `00:00:00 05/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types



May 4, 2020

Hi Renee:

Hope you're staying healthy and well during this crazy time!

I suspect this isn't in your wheelhouse, but thought you might be able to direct me to the right folks to open a dialogue with...

I'm reaching out about making a change to the historic highway - not just during this pandemic but as a permanent change. I'm feeling the pandemic is creating an opportunity to have this conversation and to make it a reality in a way that hasn't felt possible before.

Specifically, I'm envisioning the road between Crown Point and the John B Yeon Trailhead being open to cars and bicycles in a way that is friendlier and more manageable for all. I'd like to see the road use changed to be one-way only for cars - they would use one lane and return along I-84. The other lane would be dedicated to bicycles, perhaps bikes could travel both ways perhaps not - depending on needs for pedestrians and safety.

I've no idea who to reach out to, but imagine it wouldn't be too hard to join or form a coalition of like-minded folks. And again, now feels like the right time as more and more cities close roads to cars and make space for pedestrians and bicycles. It's time to move toward a greener Gorge and embrace a slower pace on the old highway.

Looking forward to hearing your thoughts and suggestions. Many thanks for your time and your hard work on the Gorge towns to trails project. I'm a fan! You may or may not recall that we've met once or twice at various Friends events in the past.

In appreciation,  
Amy



# 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: Stevenson City Council  
From: Leana Kinley, City Administrator  
RE: City Administrator Staff Update  
Meeting Date: May 21, 2020

## **Overview of items staff has been working on over the past month:**

COVID-19 Response – I continue to spend a lot of time on the response to COVID-19 communicating information and passing along requests for personal protective equipment from various government agencies. Information can be found on the county website [Skamaniacounty.org](http://Skamaniacounty.org).

Webinars, webinars, webinars... I have been taking advantage of the multitude of meeting and training opportunities around CARES Act funding, economic recovery, COVID-19 response, best practices, AWC Small-City Connector, and many more.

Facebook Page – To increase the city's community awareness a Facebook page was created. We are not able to disallow comments, and have created a policy to manage the site (on the agenda for approval).

Energy Conservation Project – The water meters will begin being installed May 18th. Notices went out to all residences regarding the impact and we have also contacted all businesses to coordinate optimal times to switch out the meters. The energy upgrades at City Hall and the Water Treatment Plant will start June 1<sup>st</sup>.

2018/2019 Audit – The audit starts on May 18<sup>th</sup> although we have begun pulling data and answering questions. It will take place remotely and over the course of two weeks.

Permitting Module – The plan to implement this module is currently on hold due to COVID-19 and staff time constraints.

Nuisances – Staff is responding to nuisances as time allows.

Public Records Requests – Respond to public records requests as time allows.

## **Action Needed:**

None.



**Office of the Washington State Auditor  
Pat McCarthy**

May 18, 2020

Mayor and City Council  
City of Stevenson  
PO Box 371  
Stevenson, WA 98648

We are pleased to confirm the audits to be performed by the Office of the Washington State Auditor, in accordance with the provisions of Chapter 43.09 RCW, for the City of Stevenson. This letter confirms the nature and limitations of the audits, as well as responsibilities of the parties and other engagement terms.

**Auditor Responsibilities**

**Financial Statement Audit**

The Office of the Washington State Auditor agrees to perform an audit of the financial statements of the City of Stevenson as of and for the fiscal years ended December 31, 2018 and 2019, prepared in accordance with the cash basis *Budgeting, Accounting and Reporting System Manual (BARS)*. Our audits will be conducted with the objective of our expressing opinions on these financial statements.

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Since we do not review every transaction, our audit cannot be relied upon to identify every potential misstatement. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the standards identified above.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant internal controls in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we will express no such opinion.

Although our audit is not designed to provide an opinion on the effectiveness of internal control over financial reporting, we are required to report any identified significant deficiencies and material weaknesses in controls. We are also required to report instances of fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material



effect on the accuracy of financial statements, or any instances of material abuse that come to our attention. Abuse is defined by *Government Auditing Standards* as involving behavior that is deficient or improper, or misuse of authority or position for personal financial interests. As the determination of abuse is subjective, *Government Auditing Standards* do not require auditors to detect instances of abuse.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Our responsibility is to express in a written report an opinion on the financial statements based on the results of our audit. We cannot guarantee an unmodified opinion. We may modify or disclaim an opinion on the financial statements if we are unable to complete the audit or obtain sufficient and appropriate audit evidence supporting the financial statements. If our opinion is other than unmodified, we will fully discuss the reason with you prior to issuing our report. Further, in accordance with professional standards, we may add emphasis-of-matter or other-matter paragraphs to our report to describe information that, in our judgment, is relevant to understanding the financial statements or our audit.

We will also issue a written report (that does not include an opinion) on issues identified during the audit related to the City's internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The City prepares supplementary information that accompanies the financial statements, which is required by the BARS Manual. We agree to perform auditing procedures on this information, with the objective of expressing an opinion as to whether it is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

#### Accountability Audit

In accordance with RCW 43.09.260, we will perform an accountability audit for the fiscal years ended December 31, 2018 and 2019, of the City's compliance with applicable state laws, regulations, policies and procedures, and safeguarding of public resources in areas representing the highest risk of fraud, loss, abuse, or noncompliance.

Areas will be selected for audit using a risk-based approach and will be identified in the audit entrance conference.

Upon completion of our audit, we will issue a written report describing the overall results and conclusions for the areas we examined.

#### Data Security

Our Office is committed to appropriately safeguarding the information we obtain during the course of the audit. We will:

- Avoid, where feasible, including information considered confidential in work papers.

- In cases where inclusion of personal information is unavoidable, we will follow our policy on confidentiality, consistent with applicable federal and state requirements.
- Maintain the confidentiality of personal information in accordance with the law.
- Ensure that confidential information will be encrypted in transmission if we retransmit it to any parties authorized to receive such information.
- Warrant that collection, access, use, storage, disposal and disclosure of confidential information will comply with all applicable federal, state and data protection laws, as well as all other applicable regulations and directives.
- Warrant that administrative, physical, and technical safeguards to protect confidential information are in place that are no less rigorous than accepted industry practices, including the current State of Washington Office of the Chief Information Officer (OCIO) IT Security Standards (OCIO 141.10) relating to Securing Information Technology Assets Standards, and that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws.

#### Reporting levels for audit issues

Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report. Professional auditing standards define the issues we must report as findings with regard to non-compliance with a financial statement effect and internal controls over financial reporting.
- **Management letters** communicate control deficiencies, non-compliance, abuse, or errors with a less-than-material effect on audit objectives. Management letters are referenced, but not included, in the audit report.
- **Exit items** address control deficiencies, non-compliance, abuse, or errors that have an insignificant effect on audit objectives. These issues are informally communicated to management and are not referenced in the audit report.

#### Client's Responsibilities

Management is responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- Unrestricted access to people with whom the auditor wishes to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws, such as HIPAA.
- Adequate workspace and conditions, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our audit does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.

- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.
- Preparation and fair presentation of these financial statements in accordance with the cash basis *Budgeting, Accounting and Reporting System Manual* (BARS).
- Preparing the following supplementary information and providing us with certain written representations concerning the supplementary information:
  - Schedules of Liabilities in accordance the BARS Manual
- Including the auditor’s report on the supplementary information in any document that both contains the supplementary information and indicates that the auditor reported on the supplementary information.
- Either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor’s report thereon are issued.

Responsibilities at the conclusion of the audit

At the conclusion of our audit, the City will provide us with a letter to confirm in writing certain express and implied representations made during the course of the audit. This letter includes representations regarding legal matters. A separate letter may be needed from the City’s legal counsel.

Management and the governing body are also responsible for following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the City’s own letterhead.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be \$22,700, plus travel costs, and other expenses, if any. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports, which will be addressed to the City’s governing body and published on our website [www.sao.wa.gov](http://www.sao.wa.gov) to be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

<b>Report</b>	<b>Date*</b>
Independent Auditor’s Report on Financial Statements	June 2020
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	June 2020
Independent Auditor’s Report on Accountability	June 2020

*\*Report Issuance Dates Are Estimates Only*

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, City’s



May 19, 2020

Leana Kinley  
City of Stevenson  
7121 E. Loop Road  
Stevenson, WA 98648-0371

RE: 2020 Annual Review & Audit

Dear Leana:

This letter is a follow-up to our phone conference on April 10<sup>th</sup> for the Annual Review and our virtual meeting on May 19<sup>th</sup> to perform the 2020 Public Works Audit. Following the terms of the WCIA Membership COMPACT, we met to participate in a discussion about Public Works best practices related to road design issues, as well as to discuss other information as part of the annual review on April 10<sup>th</sup>. First, I'd like to express my appreciation to you for setting aside a portion of both days to meet with me. I also appreciated having the opportunity to meet with Karl.

**2020 TRADITIONAL AUDIT – PUBLIC WORK/ROAD DESIGN - RESULTS**

Thank you for the great discussion about the City's public works engineering and maintenance practices. I hope the discussion provided at least a couple take-aways. No mandatory requirements were identified for follow-up in 2021.

**AUTO PHYSICAL DAMAGE AND PROPERTY PROGRAMS**

In April, I provided current copies of your auto and property schedules for review. Any changes can be made in Origami through the WCIA website. Please let us know if you need assistance.

**COMPACT TRAINING AND FULL BOARD REQUIREMENTS**

As we discussed in April, we will let you know exactly what these requirements will be for 2020 as we navigate the changes brought on by the impact of the COVID-19 pandemic.

## SUMMARY

This completes the summary our meetings. If there is anyway that I can be of further service regarding the meeting or any other risk management concerns you may have, please let me know.

Sincerely,

*Tanya*

Tanya Crites, ARM-P  
Sr. Risk Management Representative  
WCIA  
206 687-7904  
[tanyac@wciapool.org](mailto:tanyac@wciapool.org)

TC:s

**Mid-Columbia Economic Resiliency Team**  
**Weekly Digest – Tuesday, May 19**

*This digest is compiled weekly by the Mid-Columbia Economic Development District. It includes information and resources from Oregon, Washington, and the Mid-Columbia area related to employment, commerce and economic development issues surrounding COVID-19. If there are resources that you would like to share with the group or if you have questions, please contact Jacque ([Jacque@mcedd.org](mailto:Jacque@mcedd.org)). Resources related to employment, commerce, and economic development will be posted on the COVID-19 page at [mcedd.org/ready](http://mcedd.org/ready).*

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**The Small Business Administration and Department of Treasury** released Paycheck Protection Program loan forgiveness applications. Borrowers can find instructions and the PPP loan forgiveness application [here](#).

**The Small Business Development Center** will host the “Taking Your Company Virtual” webinar from 3:00-4:30 p.m. on Thursday, May 21. The training includes managing teams remotely, video conferencing tips, web security, time tracking and more. [Register here](#).

**The Columbia Gorge Tourism Alliance** is hosting a Network Meeting on Thursday, May 21 from 2:00-3:30 p.m. for updates and a chance to connect. [Join here](#).

**The Public Health Institute** is hosting a webinar titled Trust for America's Health: COVID-19 and the Impact on Communities of Color on May 20, 11:00 am PT, to highlight the health and economic impacts of the COVID-19 pandemic on communities of color, as well as short- and long-term solutions needed to advance equity in response and recovery efforts. [Register Here](#).

**Advancing States has a new COVID-19 resource** to assist states during the crisis. [ConnectToCareJobs.com](http://ConnectToCareJobs.com) is a website that facilitates job matches between healthcare and long-term services and supports providers and people who have the appropriate skills and are available to work.

**OREGON:**

**Governor Kate Brown** announced the counties that can begin entering Phase 1 of reopening under her framework for building a safe and strong Oregon. Qualifying counties demonstrated that they meet all of Oregon’s safety and preparedness prerequisites for reopening, as well as a declining prevalence of COVID-19. [Read the news release](#). Governor Brown also issued a [new executive order](#) related to the reopening. You can find reopening guidance [here](#).

**The state’s reopening framework presentation** is now available in [Spanish](#).

**PPE resource list:** Business Oregon has compiled a resource list of PPE manufacturers and distributors. Small businesses may use the list to help find equipment necessary to reopen, including gloves, masks, hand sanitizer and more. [See the list](#).

**East Cascades Workforce Board** is hosting a WorkShare webinar on Thursday, May 21 from 1:00-2:00 p.m. to discuss WorkShare programs to help employers safely and responsibly bring their employees back to work. [Register here](#).

**The Oregon Office of Outdoor Recreation** has a messaging toolkit with signs and social media ideas to encourage safe and responsible outdoor recreation during the pandemic. [See the toolkit.](#)

**Oregon State Parks** has a new tool for Oregonians on how and where to recreate outdoors as some areas reopen. Some state parks are now open for limited day-use, while all overnight camping remains closed. View the status of parks and recreation facilities [here](#).

**The Oregon Department of Land Conservation and Development** has created a resource guide for land use planners and economic development officials to use during COVID-19. The pandemic presents an opportunity to rethink local codes and planning programs, and the guide provides tools to help recovery planning and community development. [Read more.](#)

**The Oregon Employment Department** received 14,100 initial claims for unemployment benefits during the week of May 3 to May 9. The agency has received 396,000 initial claims since COVID-19 business closures began in mid-March. [Read the news release.](#)

**Impact of COVID-19 on travel industry (UPDATED 5/12):** To help share information about COVID-19 impacts to the travel industry, Travel Oregon's research team is compiling state and national data on a weekly basis to share with external partners. [Read the report.](#)

**The Oregon Farmers Markets Association** has written an Oregon-specific guide for farmers market operators and vendors to share current COVID-19 policy, best practices and resources. [Read the guide.](#)

#### **WASHINGTON:**

**Resuming activities for Phase 2 Counties:** Governor Inslee issued guidance for resuming personal services and professional services and additional guidance for outdoor recreation, construction, golf and photography for counties granted variance under the Safe Start Phase 2 [recovery plan laid out last week](#).

- Personal services includes cosmetologists, hairstylists, barbers, estheticians, master estheticians, manicurists, nail salon workers, electrologists, permanent makeup artists, tattoo artists, cosmetology schools, and esthetics school," the guidance states. For more information click read the [memo](#) and [guidance](#).
- A professional service provider is defined as an office-based occupation that typically serves a client base. This includes but is not limited to: accountants, architects, attorneys, engineers, financial advisors, information technologists, insurance agents, tax preparers, and other professional service occupations. For more information, read the [memo](#) and [guidance](#).
- Additional outdoor recreational activities may resume, effective May 14. ([Memo](#), [Guidance](#)).
- All construction, including new work, is allowed, effective May 15. ([Memo](#), [Guidance](#)).
- Photography services may resume, effective May 15. ([Memo](#), [Guidance](#)).
- Updates to the original guidance for golf will take effect May 15 ([Memo](#), [Guidance](#))

**Elective procedures to resume:** Governor Inslee announced the state's plan for all elective medical procedures to resume. Each medical or dental practice will assess their readiness and their communities' COVID-19 activity to determine whether, and to what degree, they will reopen. Read more [here](#).

**The Goldendale and Mt. Adams Chambers of Commerce** will be hosting a webinar on taking your business virtual today, Tuesday, May 19 at 2:00 p.m. Contact the [Chamber](#) to register.



**People for People** has employment and training program opportunities available for job seekers. Visit their [website](#) and complete the application.

**Voluntary contact information as part of phased reopening:** Governor Inslee issued a statement about [voluntary contact information](#) provided by patrons as part of phased reopening.

**A new [statewide report](#)** shows COVID-19 transmission is persisting in western Washington and slowly increasing in eastern Washington. The measure of how many new infections a single COVID-19 case will produce – known as the effective reproductive number – has not changed significantly in either region since the last statewide report, and continues to be higher than ideal.

# CHECK REGISTER

City Of Stevenson  
MCAG #: 0652

05/01/2020 To: 05/31/2020

Time: 13:37:13 Date: 05/21/2020  
Page: 1

| Trans | Date       | Type   | Acct # | Chk # | Claimant                                 | Amount    | Memo                                                                                                                                                                                            |
|-------|------------|--------|--------|-------|------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1096  | 05/22/2020 | Claims | 1      | EFT   | Department of Revenue                    | 3,427.71  | April 2020 Taxes                                                                                                                                                                                |
| 1034  | 05/21/2020 | Claims | 1      | 14370 | A&J Select                               | 17.20     | Water For Sewer Plant                                                                                                                                                                           |
| 1035  | 05/21/2020 | Claims | 1      | 14371 | Aramark Uniform Services                 | 469.10    | Crew Parkas; April 2020 Statement                                                                                                                                                               |
| 1036  | 05/21/2020 | Claims | 1      | 14372 | Avista Utilities                         | 1,867.50  | February 2020 Statement; March 2020 Statement; April 2020 Statement                                                                                                                             |
| 1037  | 05/21/2020 | Claims | 1      | 14373 | BSK Associates                           | 2,052.00  | April 2020 Water Testing; April 2020 WW Testing                                                                                                                                                 |
| 1038  | 05/21/2020 | Claims | 1      | 14374 | CenturyLink                              | 236.78    | May 2020 Phone Services - Sewer Plant; May 2020 Phone Services - City Hall; May 2020 Phone Services - Fire Hall HSI/Local                                                                       |
| 1039  | 05/21/2020 | Claims | 1      | 14375 | Centurylink Comm Inc                     | 44.60     | May 2020 Phone Services - Long Distance                                                                                                                                                         |
| 1040  | 05/21/2020 | Claims | 1      | 14376 | Chinook Plumbing and Heating             | 447.49    | Camera & Clear Line At 273 SE First Street                                                                                                                                                      |
| 1041  | 05/21/2020 | Claims | 1      | 14377 | City of Hood River                       | 920.74    | Sludge Hauling                                                                                                                                                                                  |
| 1042  | 05/21/2020 | Claims | 1      | 14378 | City of Stevenson                        | 112.02    | April 2020 Statement                                                                                                                                                                            |
| 1043  | 05/21/2020 | Claims | 1      | 14379 | Class 5                                  | 307.94    | April 2020 Statement                                                                                                                                                                            |
| 1044  | 05/21/2020 | Claims | 1      | 14380 | Coburn Electric, Inc.                    | 930.18    | WW Service Pump Repair                                                                                                                                                                          |
| 1045  | 05/21/2020 | Claims | 1      | 14381 | Columbia Hardware, Inc.                  | 249.54    | April 2020 Statement                                                                                                                                                                            |
| 1046  | 05/21/2020 | Claims | 1      | 14382 | Columbia River Disposal                  | 197.57    | April 2020 Statement                                                                                                                                                                            |
| 1047  | 05/21/2020 | Claims | 1      | 14383 | Consolidated Supply Co.                  | 14,204.06 | 6 Water Meters; Hydrant Lube; Marking Paint; Cast Lug Repair Clamps; 505.4' 8" Pipe-Hollstrom Road; Water                                                                                       |
| 1048  | 05/21/2020 | Claims | 1      | 14384 | Department of Commerce                   | 24,087.96 | 2020 Base Res Loan Payment                                                                                                                                                                      |
| 1049  | 05/21/2020 | Claims | 1      | 14385 | Discover Your Northwest                  | 231.10    | Visitors Center Desk 4.1.20-4.30.20                                                                                                                                                             |
| 1050  | 05/21/2020 | Claims | 1      | 14386 | Employment Security Dept.                | 10,596.00 | Q1 2020 Eric Hansen & Kristy McCaskell                                                                                                                                                          |
| 1051  | 05/21/2020 | Claims | 1      | 14387 | Fastenal                                 | 111.24    | Street Light Repair Parts                                                                                                                                                                       |
| 1052  | 05/21/2020 | Claims | 1      | 14388 | Foster Garvey PC                         | 3,172.50  | May Boundary Line Adjustment                                                                                                                                                                    |
| 1053  | 05/21/2020 | Claims | 1      | 14389 | Gorge Networks                           | 189.82    | May 2020 Statement; June 2020 WWTP Broadband Services                                                                                                                                           |
| 1054  | 05/21/2020 | Claims | 1      | 14390 | Grayling Engineers                       | 1,343.00  | Hegewald Well PH Adjustment-Phase 1                                                                                                                                                             |
| 1055  | 05/21/2020 | Claims | 1      | 14391 | Gregory S Cheney PLLC                    | 465.00    | April 2020 Court Appointed Attorney Costs                                                                                                                                                       |
| 1056  | 05/21/2020 | Claims | 1      | 14392 | HD Fowler Company                        | 255.50    | Tree Watering Bags; Tube Gasket Sealant                                                                                                                                                         |
| 1057  | 05/21/2020 | Claims | 1      | 14393 | Hood River Sand & Gravel, Inc            | 348.94    | Concrete For Water Treatment Plant                                                                                                                                                              |
| 1058  | 05/21/2020 | Claims | 1      | 14394 | James L Kacena                           | 605.00    | Lasher Condominium Review                                                                                                                                                                       |
| 1059  | 05/21/2020 | Claims | 1      | 14395 | M&M Excavating LLC                       | 721.59    | Bank Run Sand For Hollstrom Rd Water Line                                                                                                                                                       |
| 1060  | 05/21/2020 | Claims | 1      | 14396 | Mission Communications LLC               | 2,877.00  | Scada System                                                                                                                                                                                    |
| 1061  | 05/21/2020 | Claims | 1      | 14397 | NAPA Auto Parts                          | 355.46    | April 2020 Statement                                                                                                                                                                            |
| 1062  | 05/21/2020 | Claims | 1      | 14398 | Office of State Treasurer - Cash Mgmt Di | 165.55    | Additional 2019 Building Code Remittance; April 2020 Remittance                                                                                                                                 |
| 1063  | 05/21/2020 | Claims | 1      | 14399 | One Call Concepts, Inc.                  | 22.47     | April 2020 Statement                                                                                                                                                                            |
| 1064  | 05/21/2020 | Claims | 1      | 14400 | PUD No 1 of Skamania County              | 6,479.23  | Ryan Allen Intake Station-April 2020 Statement; 389 Gropper-April 2020 Statement; Ryan Allen County Well-April 2020 Statement; Water Treatment Plant-April 2020 Statement; City Shop-April 2020 |
| 1065  | 05/21/2020 | Claims | 1      | 14401 | Pacific Power Group, LLC                 | 4,448.00  | Load Bank Test-WTP; Load Bank Test-Portable; Load Bank Test-WW Kanaka; Pump Load Bank Test                                                                                                      |

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|-------|------------|--------|--------|-------|---------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1066  | 05/21/2020 | Claims | 1      | 14402 | Petty Cash                                  | 160.55                     | April 2020 Statement                                                                                                                                                                                                            |
| 1067  | 05/21/2020 | Claims | 1      | 14403 | Radcomp Technologies                        | 1,224.61                   | May 2020 IT Service Agreement;<br>May 2020 IT Services - COS                                                                                                                                                                    |
| 1068  | 05/21/2020 | Claims | 1      | 14404 | Ronald L. Moeller                           | 4,177.89                   | February 2020 Statement                                                                                                                                                                                                         |
| 1069  | 05/21/2020 | Claims | 1      | 14405 | Skamania County Chamber of<br>Commerce      | 8,942.09                   | April 2020 Contract                                                                                                                                                                                                             |
| 1070  | 05/21/2020 | Claims | 1      | 14406 | Skamania County Health<br>Department        | 133.10                     | Immunizations For Susan &<br>Jonathan                                                                                                                                                                                           |
| 1071  | 05/21/2020 | Claims | 1      | 14407 | Skamania County Pioneer                     | 305.89                     | WWTP Improvements; Shoreline<br>Permit Application; Shoreline<br>Permit Application                                                                                                                                             |
| 1072  | 05/21/2020 | Claims | 1      | 14408 | Skamania County Probation                   | 290.97                     | April Probation Costs - Less<br>Credit Adjustment For Combined<br>Overpayments And Missed<br>Payments For 2019.                                                                                                                 |
| 1073  | 05/21/2020 | Claims | 1      | 14409 | Skamania County Prosecutor                  | 1,333.00                   | May 2020 Remittance                                                                                                                                                                                                             |
| 1074  | 05/21/2020 | Claims | 1      | 14410 | Skamania County Treasurer                   | 17,461.48                  | May 2020 Transmittal; May<br>2020 Municipal Court                                                                                                                                                                               |
| 1075  | 05/21/2020 | Claims | 1      | 14411 | Smith & Loveless, Inc.                      | 161.21                     | Pump Repair Kit For WWTP                                                                                                                                                                                                        |
| 1076  | 05/21/2020 | Claims | 1      | 14412 | State Auditor's Office                      | 2,601.30                   | 2018-19 Audit                                                                                                                                                                                                                   |
| 1077  | 05/21/2020 | Claims | 1      | 14413 | Tribeca Transport LLC                       | 2,954.21                   | Transport Sludge                                                                                                                                                                                                                |
| 1078  | 05/21/2020 | Claims | 1      | 14414 | US Bank Safekeeping                         | 72.00                      | April 2020 Bond Safekeeping<br>Fees                                                                                                                                                                                             |
| 1079  | 05/21/2020 | Claims | 1      | 14415 | US Bank                                     | 3,065.76                   | April 2020 FD Credit Card<br>Statement; April 2020 Card #1<br>Statement; April 2020 Card #2<br>Statement                                                                                                                        |
| 1080  | 05/21/2020 | Claims | 1      | 14416 | USA Bluebook                                | 49.19                      | Ricca PH Buffer 6.0                                                                                                                                                                                                             |
| 1081  | 05/21/2020 | Claims | 1      | 14417 | Verizon Wireless                            | 175.28                     | March And April 2020 Cell<br>Phone Services                                                                                                                                                                                     |
| 1082  | 05/21/2020 | Claims | 1      | 14418 | WESCO Receivables Corp.                     | 10,231.50                  | Replace Damaged Street Lights                                                                                                                                                                                                   |
| 1083  | 05/21/2020 | Claims | 1      | 14419 | WEX Bank                                    | 1,141.77                   | April 2020 Statement                                                                                                                                                                                                            |
| 1084  | 05/21/2020 | Claims | 1      | 14420 | Wallis Engineering, PLLC                    | 190,607.24                 | Johnson (Tolliver) Subdivision<br>Site Review; WWTP &<br>Collection System<br>Improvements; Russell Avenue<br>Improvements; Johnson (Tolliver)<br>Subdivision; Russell Avenue<br>Improvements; WWTP &<br>Collection System Impr |
| 1085  | 05/21/2020 | Claims | 1      | 14421 | Wave Broadband                              | 224.95                     | May 2020 Services                                                                                                                                                                                                               |
| 1086  | 05/21/2020 | Claims | 1      | 14422 | Woodrich, Kenneth B PC                      | 1,716.00                   | March 2020 Statement                                                                                                                                                                                                            |
| 1095  | 05/21/2020 | Claims | 1      | 14423 | NW Construction General<br>Contracting, Inc | 193,707.84                 | Pay Estimate No.2                                                                                                                                                                                                               |
|       |            |        |        |       |                                             | 41,978.85                  | 001 General Expense Fund                                                                                                                                                                                                        |
|       |            |        |        |       |                                             | 16,804.19                  | 100 Street Fund                                                                                                                                                                                                                 |
|       |            |        |        |       |                                             | 9,441.28                   | 103 Tourism Promo & Develop Fund                                                                                                                                                                                                |
|       |            |        |        |       |                                             | 257,416.93                 | 309 Russell Ave                                                                                                                                                                                                                 |
|       |            |        |        |       |                                             | 70,081.76                  | 400 Water/Sewer Fund                                                                                                                                                                                                            |
|       |            |        |        |       |                                             | 123,590.95                 | 410 Wastewater System Upgrades                                                                                                                                                                                                  |
|       |            |        |        |       |                                             | 3,383.66                   | 500 Equipment Service Fund                                                                                                                                                                                                      |
|       |            |        |        |       |                                             | <hr style="width: 100%;"/> |                                                                                                                                                                                                                                 |
|       |            |        |        |       |                                             | 522,697.62                 | Claims: 522,697.62                                                                                                                                                                                                              |

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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

Claims Vouchers Reviewed By:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Auditing Committee (Councilmembers or Mayor)