

**AGENDA**  
**CITY OF STEVENSON COUNCIL MEETING**  
**April 16, 2020**  
**6:00 PM, Remote**

Call-In Number 346-248-7799 or 669-900-6833, Meeting ID 966 8640 5200, Password 967893  
and On YouTube at <https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjJvA/>

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

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

- a) Update on Use of Technology for City Meetings** - The Mayor will go over the process for conducting the all-remote council meeting. There will also be an update on city hall technology provided at the meeting.

**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) Special Occasion Liquor License** - Skamania County Fair Board at the Skamania Fairgrounds (Indoors and Outdoors) on July 23rd from 6-9pm, July 24th (2-locations) from 12pm to 12am and July 25th (2-locations) from 12pm to 12 am for GorgeGrass.

- b) Approve Stipulation and Settlement Agreement Regarding BLA2019-05** - Community Development Director Ben Shumaker requests 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.

**4. PUBLIC COMMENTS:** *[This is an opportunity to address the Council. 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 4:30PM 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.
- b) **Sewer Plant Update** - Public Works Director Karl Russell will provide an update on the Stevenson Wastewater System and the Compliance Schedule.
- c) **\*Third Reading Ordinance 2020-1157 Regarding Changes to Zoning** - Community Development Director Ben Shumaker presents last month's staff report, 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.

MOTION: To approve Ordinance 2020-1157 amending the Stevenson zoning code, title 17 [as presented/with changes as discussed].

## 6. NEW BUSINESS:

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

- b) **\*Approve Contract with WSP for First Street** - Community Development Director Ben Shumaker presents the contract with WSP for engineering services for the First Street project.

MOTION: To approve the contract with WSP for First Street project engineering services in the amount of \$185,306.

- c) \*Set a Date for Toliver Subdivision Review** - Community Development Director Ben Shumaker requests council set a date of May 21, 2020 to review the attached Toliver Subdivision application and Planning Commission recommendation.

MOTION: To set the date of May 21, 2020 to review the Toliver Subdivision application.

## 7. INFORMATION ITEMS:

- a) Building Permits Issued** - A report of recent Building Permits issued for new residential or commercial/industrial buildings is attached. 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 attached report describes some of the activities conducted by Skamania County Chamber of Commerce in March, 2020.
- c) Financial Report** - City Administrator Leana Kinley presents the Q1 2020 Financial Report, Treasurer's Report and year-to-date revenues and expenses through March 2020.
- d) Planning Commission Minutes** - Minutes are attached from the 3/9/20 Planning Commission meeting.
- e) Sheriff's Report** - A copy of the Skamania County Sheriff's report for March, 2020 is attached for council review.
- f) \*Fire Department Report** - A copy of the Stevenson Fire Department's report for March, 2020 is attached for council review.

## 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) \*March 2020 payroll & April 2020 AP checks** have been audited and are presented for approval. March payroll checks 14297 thru 14303 total \$94,384.51 which includes EFT payments. April AP checks 14310 thru 14362 total \$215,098.02, which includes EFT

payments. 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:*

- May 9, 2020 (Saturday) - Stevenson Community Clean-up 8am-12pm.
- May 7, 2020 (Thursday) - Health Fair at the Fairgrounds/Hegewald Center from 4-7pm
- May 16, 2020 (Saturday) - Columbia Gorge Interpretive Center 25th Anniversary
- May 21, 2020 (Thursday) - Council Meeting at 6pm
- August 1, 2020 (Saturday) - Dash and Splash at the Stevenson Community Pool

**City of Stevenson, Washington**  
**STIPULATION AND SETTLEMENT**  
**BLA No. 2019-05**

**1. STIPULATION AND SETTLEMENT AGREEMENT.** This Stipulation and Settlement Agreement (“Settlement” or “Agreement”) is made by and among the City of Stevenson, a Washington municipal corporation, and by each of Rick V. May and Julie F. May (May) and Patrick Rice and Karen Rutledge (Rice/Rutledge) (collectively, May and Rice/Rutledge are referenced in this Agreement as the “Applicants” unless the Agreement context provides otherwise). The City and Applicants are each a “Party” and collectively the “Parties” to this Agreement. The Parties stipulate and agree as follows.

**2. RECITALS.**

**2.1** This Agreement relates to City Boundary Line Adjustment Number 2019-05 (“BLA 2019-05” or “BLA”). The BLA was originally filed on August 28, 2019, and subsequently modified by Applicants. The BLA is to change certain boundary lines of one legal lot of record owned by May and two legal lots of record owned by Rice/Rutledge. The proposal deducts ~8,726 square feet from the lot owned by May, adding ~6,671 and ~2,055 square feet to two lots owned by Rice/Rutledge.

**2.2** The lots are located within Tax Parcels 03-07-36-4-4-0402 (“May Lot 402”) and 03-07-36-4-4-1000 (Rice/Rutledge, “Lot 1000”) in the area of Del Ray Avenue and Kanaka Creek Road.

**2.3** The May Lot is one of thirteen lots located within May Lot 402 as approved in the “May Revised 2015 Boundary Line Adjustment,” recorded with Skamania County at Auditor File Number 2015002608 on December 7, 2015. Through deed recorded with Skamania County at Auditor File Number 2018002085 on October 15, 2018, May conveyed four of the lots (Lots 5-8) in the above referenced Boundary Line Adjustment to Rice/Rutledge. One of those lots (Lot 5, Block 2, Second Addition, Meldan Acre Tracts (“Lot 5”)) is affected by the revised BLA proposal. Through deed recorded with Skamania County as Auditor File Number 2016001181 on June 23, 2016, Rice/Rutledge acquired four lots (lots 1-4), adjacent to Lots 5-8, from a third party. One of those lots (Lot 1, Block 2, Second Addition Meldan Acre Tracts (“Lot 1”)) is affected by the BLA proposal. See attached Exhibit A. Lots 2-4 of Lot 1000 are improved with a single family residence. Lots 1-8 are legal lots of record.

**2.4** The purpose of the BLA is to create additional buffer space between Lot 1 and Lot 5 and property to the north and northwest, with a corresponding reduction in the size of the May Lot 402.

**2.5** The City issued its Official Decision on the BLA on December 27, 2019 (“Decision”). May appealed the Decision by correspondence dated February 10, 2020 (received by City of February 13, 2020 (“Appeal”).

**2.6** Following the Appeal, the City and Applicants sought to resolve issues relating to the BLA and the Appeal. The City and Applicants desire to resolve and settle all issues associated with the BLA. This Agreement represents the settlement by the Parties, acting in good faith, to resolve disputed issues by dismissal of the Appeal and approval of BLA 2019-05 as set forth herein.

### **3. STIPULATIONS**

**3.1** As Adjusted by the BLA, Lot 1 and Lot 5 will not create any additional lots or potential home sites.

**3.2** As Adjusted by the BLA, Lot 1 and Lot 5 will not have access to the easement/existing gravel driveway that crosses the May Lot 402 and Lot 8 (“Easement”). Lot 1 and Lot 5 will continue to have access to Del Ray Avenue. The BLA does not increase the scope of any existing easement or access rights to any properties subject to this BLA.

**3.3** Rice/Rutledge confirm that Lot 03-07-36-4-4-0500 (Marquez) has continued access to the Easement.

**3.4** The Parties reviewed the “Declaration of Boundary Line Adjustment” and find it adequately addresses the intent to transfer/acquire property subject to the BLA. The monuments and legal descriptions in support of BLA on file with the City properly document the revised lot boundaries after the BLA. See survey attached at Exhibit B.

**3.5** Following City issuance of the Official Decision for BLA2019-05 dated \_\_\_\_\_ and the parties execution of this Agreement, Applicants shall record the BLA within ninety (90) days and shall pay recording fees under SMC 16.37.060. No additional City approval is required before the Applicants record the BLA. No additional fees are due and owing to City from Applicants, and no fees or refund of fees are due and owing to Applicants by City. This Agreement shall not be recorded and will be retained permanently as a City record. The Official Decision is referenced in the form of City approval at Exhibit C.

**4. RELEASE OF CLAIMS.** Upon the City approval of this Agreement and BLA 2019-05, and the Applicants approval of this Agreement, the Parties release and hold harmless each other for claims or causes of action arising from or relating to BLA 2019-05 and this Agreement.

**5. ADDITIONAL TERMS**

**5.1 State Law.** This Agreement shall be deemed to have been made in and shall be construed under the Laws of the State of Washington.

**5.2 Headings.** Any headings to articles, sections or paragraphs appearing herein are not part of the terms of this Agreement and shall not be interpreted as such.

**5.3 Construction.** This Agreement does not constitute an acknowledgement by any Party of the validity or invalidity of a position or argument of another Party. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

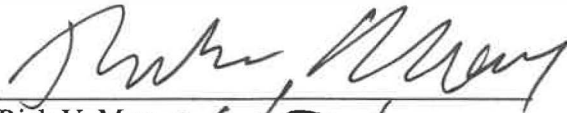
**5.4 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

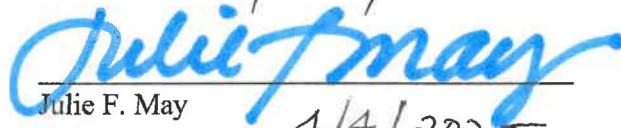
**5.5 Authority.** Each Party represents and warrants that it has the full power and authority to enter this Agreement and to perform the respective duties and obligations set forth herein. Each signatory signing on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of the Party.


**5.6 Complete Agreement.** This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties, and this Agreement cancels and supersedes all prior written and unwritten agreements and understandings pertaining to BLA 2019-05.

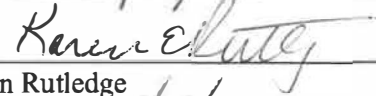
THE PARTIES HEREBY AGREE TO THE ABOVE STIPULATION AND SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES.

**For Applicants:**

  
Rick V. May  
Date: 4/5/2020

  
Julie F. May  
Date: 4/4/2020

  
Patrick Rice  
Date: 4/4/20

  
Karen Rutledge  
Date: 4/4/20

Approved as to form:  
Miller Nash Graham & Dunn LLP

By: \_\_\_\_\_  
LeAnne Bremer, WSBA #32726  
*Attorneys for Applicants*

**For City:**

\_\_\_\_\_  
Scott Anderson, Mayor  
Date: \_\_\_\_\_

Approved as to form:  
FOSTER GARVEY P.C.

By: \_\_\_\_\_  
P. Stephen DiJulio, WSBA #7139  
*Attorneys for City*



**MINUTES**  
**CITY OF STEVENSON COUNCIL MEETING**  
**March 19, 2020**  
**6:00 PM, City Hall**

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**1. CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor Anderson called the meeting to order at 6 p.m. He led the group in reciting pledges of service and the Pledge of Allegiance.

Councilmembers Annie McHale, Robert Muth, Matthew Knudsen, and Paul Hendricks were present with Amy Weissfeld present via phone. City Administrator Leana Kinley, Community Development Director Ben Shumaker and City Attorney Ken Woodrich were also present with Public Works Director Karl Russell present via phone.

**2. CHANGES TO THE AGENDA:** Emergency and urgent items were moved up on the agenda at the request of Mayor Anderson. Councilmember Knudsen noted it was with consent of the council.

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

a) **Tourism Funding Contracts - City Administrator Leana Kinley** requested approval of the Tourism Funding contracts as detailed in the staff memo for a total of \$558,250.

b) **Liquor License Renewal-** Stevenson Farmers' Market and Stevenson Eagles 1744.

**MOTION** to approve the consent agenda as presented was made by Councilmember Muth Councilmember Hendricks provided the second. The motion passed unanimously.

**4. PUBLIC COMMENTS:**

a) **Public Comments Received Prior to the Meeting-**The City requested comments be sent in prior to the meeting to facilitate those who may be calling-in. Comments received via email from Rick May, Julie May, Karen Rutledge and Pat Rice prior to the meeting and printing of the council packet were attached. When asked by Mayor Anderson if he wished to read the letter Rick May opted to return to the issue at another time when there were fewer urgent items on the agenda.

**5. PUBLIC HEARINGS:**

a) **6:10 - Chinidere Development Agreement - Community Development Director Shumaker** reported there was no draft agreement ready for the Chinidere Development and requested a postponement.

b) **6:15 - Second Reading Ordinance 2020-1157 Regarding Changes to Zoning - Community Development Director Shumaker** presented a staff report 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.

**Mayor Anderson opened the public hearings at 6:16. Community Development Director Shumaker** pointed Councilmembers to information in their packets regarding updates since the February 2020 Council meeting. He explained the changes in use categories

regarding Legacy homes. He also noted the Commission was working through issues addressing when residences switch to business usage and vice-versa.

**Shumaker** shared that the Planning Commission was not in favor of initiating a 16' minimum building height restriction on buildings in the downtown area as a way to address shipping containers. He related the Planning Commission members were concerned that stop-gap measures too often become long-term. The consensus from the PC was if the City Council wanted to ban shipping containers, they should specifically indicate that. With the new downtown plan underway the Commission suggested waiting until design changes within the downtown plan were finalized before implementing height restrictions.

He shared he had conversations with many of the Single-Family Residences owners in the downtown area and those with vacant lots. He called all of them regarding the proposal. A number of those responding wanted more details before providing comments. Three owners did attend the last Planning Commission meeting.

As the zoning changes are still under review, no action was required by the City Council.

No comments were received from the public.

**Mayor Anderson** closed the public hearing at 6:21 p.m. **Councilmember Muth** asked where the current dwelling unit definition came from. **Shumaker** replied definitions from both the International Residence Code and the International Building Code were the same but for a comma.

## 6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Ryan Vollans, Bridge Manager/Bridge of the Gods in Cascade Locks** provided information and updates on the bridge. Repairs are scheduled for the last week of April, first week of May 2020. Fifteen full night closures will take place from 9:30 p.m. to 5:30 a.m. Sunday-Thursday. Friday-Saturday the closures will be from 10:30 p.m. to 6:30 a.m. Emergency vehicles will be allowed passage.

The new auto toll/Breeze-By is working well. There is less traffic backup and lower wait times for drivers. Speeding through the toll booth has increased. A question was raised about errors and he noted there are occasional malfunctions with transponders.

Due to COVID-19 concerns the Hood River Bridge removed their in-person toll collectors. Another question raised had to do with how notices are mailed to Breeze-By users. He stated they were working on separating the notices by bridge accounts. **Councilmember Knudsen** asked if the repairs would be delayed due to COVID-19 concerns and was assured no delays were anticipated.

**Councilmember Hendricks** asked if the Bridge of the Gods pedestrian walkway was still in planning. Ryan replied they were still working on obtaining a waiver and no recent progress had taken place.

## 7. URGENT ITEMS:

- a) **COVID-19 Response Update – Mayor Anderson** reported on updates and actions the City and County are taking in response to COVID-19. Current information can be found on the

city's website ci.stevenson.wa.us. Meetings with public agencies and local businesses are currently held daily as things are changing so rapidly. COVID-19 testing results are shared by Skamania County Community Health through Incident Command.

He highlighted several items-People can call Skamania County Senior Services for delivery. A & J Grocery is holding early morning shopping hours for elderly/disabled customers to make it easier for them. Also limiting certain items. Curbside pick-up of grocery orders is available, orders can be called in or ordered online. Carson General may offer the same. Skamania County Senior Services Transit Service will deliver groceries to seniors on Tuesdays and Thursdays.

Most agencies are still working but restricting face-to-face public access. Local restaurants are just offering take-out services.

City bill payments will be done via a drop-box arrangement. Notices will be placed at the front door and on the city website. **Councilmember Knudsen** asked if information would be included on bills and **Administrator Kinley** shared the bills did not have space for any further notices.

Skamania County offered to funnel all local info through its website. The Chamber of Commerce has agreed to provide daily updates to the business community with resources and programs. **Administrator Kinley** also reported the city is working on a newsletter to send out with the bills. Several Councilmembers volunteered to help with folding.

Other updates were presented: Skamania Lodge is closed until June 1, and local beverage producers are scaling production back.

Rick May commented that Grant and loan forgiveness programs for small businesses are being developed. The EDC and Department of Commerce are also working to provide help for business support and sustainability.

**Administrator Kinley** noted blood supplies are at critical lows and encouraged donations at the blood drive being held at the Stevenson Library.

**Councilmember Weissfeld** asked **PW Director Russell** if the slowdown in production at the breweries and distilleries was making a difference with the WWTP. **PWD Russell** shared there are positive changes in BOD levels and he is monitoring the trends.

**Councilmember McHale** reported the building designated to become a warming shelter has been turned into a quarantine site.

- b) **Approve Resolution 2020-360 Ratifying Emergency Proclamation** - City Administrator Leana Kinley presented a resolution ratifying Emergency Proclamation 2020-01 and providing temporary emergency procedures to respond to the COVID-19 epidemic. **Mayor Anderson** pointed out some addendums.

**Councilmember Muth** asked for clarity on where the resolution was located in the packet. Pages 36 and 37 were highlighted. He asked if the temporary city policy allowed for more wage payments than included in the act, and where was leave explained in the resolution. Pages 28 and 29 were reviewed as well. **Attorney Woodrich** advised the temporary city policy needed to be included as an attachment to the resolution. Further clarification of the policy was provided.

**MOTION** to approve Resolution 2020-360 as modified with the addition of the temporary city policy as an attachment was made by **Councilmember Muth** with a second by **Councilmember Hendricks**.

**Councilmember Weissfeld** asked how telecommuting was being initiated. It was explained how the nature of a position determined if it was possible, with an example offered how Public Works employees could not telecommute. The motion passed unanimously.

## 8. UNFINISHED BUSINESS:

- a) **Second Reading Ordinance 2020-1156 Revising SMC 13.04.060 - City Administrator Leana Kinley** presented ordinance 2020-1156 allowing the city to enter into contracts with lessees, in addition to property owners as currently allowed, to regulate sewer discharge for council review and approval.

**Administrator Kinley** explained the purpose of the ordinance is to help regulate discharge permits. **Councilmember Knudsen** confirmed the minor changes were to the language regarding 'whereas property owners have no control' to 'whereas property owners may not have direct control.'

**MOTION** to approve ordinance 2020-1156 relating to and providing for the ability to contract with owner or non-owner sewer customers for regulating sewer discharge as presented made by **Councilmember Muth** with a second by **Councilmember Knudsen**. The motion passed unanimously.

- b) **Second Reading Ordinance 2020-1155 Regarding Changes to the Engineering Standards - City Administrator Leana Kinley** presented and explained ordinance 2020-1155 requiring updates to the Engineering Standards be adopted by ordinance and referred to the Planning Commission on a case-by-case basis, as discussed at the December 19, 2019 council meeting, for council review and approval.

**MOTION** to approve Ordinance 2020-1155 regarding changes to the Engineering Standards as revised was made by **Councilmember Muth** with a second provided by **Councilmember Knudsen**. The motion passed unanimously.

- c) **Approve Interlocal Agreement for Building Inspection Services - City Administrator Leana Kinley** presented an agreement with Skamania County for Building Inspection Services for council discussion and consideration. She pointed out on page 46 changes to the agreement, including a change in the administration terms and termination timeline.

**Councilmember Knudsen** asked about Item 9. He wondered why nothing was included regarding the request for regular Building Inspector reports to the City Council. He stated at the February 2020 Council Meeting there had been a specific discussion on that subject, and it wasn't uncommon for department heads to provide updates. **Administrator Kinley** asked if he wanted more than a quarterly coordination meeting between the building inspector, Mayor and City Administrator.

**Councilmember Muth** asked **Councilmember Knudsen** if he wanted the building official to make quarterly reports to the Council. **Councilmember Knudsen** observed the last Council discussion on the building inspector issue that seemed to reflect a level of distrust and he

wanted to have regular conversations in order to maintain the relationship with the County and address any inspection issues.

**Councilmember McHale** indicated she was interested in seeing a deeper level of accountability. She expressed dissatisfaction with what she had heard regarding public satisfaction with the current services and with the county's plan to hire a second Part Time inspector contingent upon having a contract with the city. Administrator Kinley confirmed the request for quarterly reports and advised they would be provided by the County Public Works Director. **Councilmember McHale** asked why the reporting period was only for the first two years. It was explained as a way of providing flexibility and oversight.

**Councilmember Muth** also noted funding obtained through the contract would allow the County to hire a second inspector.

Audience member Ann Leuders asked if she could provide a comment. She stated she was appalled the City Council was talking about a fellow government employee's job performance. She advised the Council needed to discuss the issue with the individual's supervisor in a confidential manner and not drag someone's name through the mud. She suggested the County was providing a service to the City and the City needed to get back to doing its work appropriately. **Councilmember Knudsen** responded by stating part of evaluating a contract is reviewing the performance of an individual responsible for executing the work.

**Councilmember Weissfeld** stated she was happy with the changes in the termination clause from 180 days to 90.

**MOTION** to approve the interlocal agreement with Skamania County for Building Inspection services with the inclusion of the quarterly reports to Council was made by **Councilmember Muth** with a second by **Councilmember Hendricks**. **Councilmembers Muth, Knudsen, Weissfeld and Hendricks** voted aye. **Councilmember McHale** voted nay.

- d) **Sewer Plant Update** - An update on the Stevenson Wastewater System and the Compliance Schedule was provided in a memo. **Public Works Director Karl Russell** gave a brief report.

The WWTP class had been canceled.

Data is showing that hauling of bio-solids may be reduced to one day a month. This will probably increase during spring and summer months due to heavier loadings on the plant but in March a total of 15,000 gallons was hauled out of the plant. The plant continues to see great improvement with the side-streaming efforts of Backwoods Brewing, Walking Man and LDB, Inc. He noted that due to reduced restaurant activity there may be improvements in sludge quality due to reduced fats, oils, grease.

The BOD levels are way down. **Russell** reported he had to check his math to validate the results. They will continue monitoring the trend.

The final design of the WWTP will be delivered to the Department of Ecology in June 2020. of this year. DOE has 60 days to review and approve the design.

He directed Councilmembers to other information about the WWTP in their packet, as well as other updates on grants and contracts. **Mayor Anderson** and the Council gave kudo's to **PWD Russell** and the Public Works employees for their good work.

**Councilmember Hendricks asked PWD Russell about a crew working on the sewers.**

**Russell** explained they were using a camera to check for cracks and leakage into the system in order to determine if any repairs would be needed.

- e) **Downtown Plan Update - Community Development Director Shumaker** provided an update on the Downtown Plan and Implementation Schedule.

**Shumaker** noted he has been organizing a Stewards of Success steering committee to review in depth the plan's implementation. They are approaching issues with partnerships in mind, not through a regulatory lens. One approach is to encourage landowners on First Street to promote storefronts open for 18 hours to maximize retail activity. He noted the plan had been presented at the recent Chamber Break with local businesses. Eight individuals reviewed it. He provided them a set of comment sheets for feedback. The Planning Commission is also reviewing the plan with zoning in mind.

The Columbia Avenue Realignment is moving forward. The City will be able to use EPA Brownfield funds. One property has been remediated. He is waiting to get final approval from the Department of Ecology regarding usage. An Area Wide Planning Study is being performed, looking at utilities and road realignment.

**Councilmember Hendricks** asked if the impacted property owners were OK with the plan. Shumaker met with them in February 2020 and asked them for their priorities. He reported few issues raised. The Clifton vacant property may be a concern.

## 9. NEW BUSINESS:

- a) **Approve Contract for Hegewald Well Treatment Improvements - Public Works Director Karl Russell** presented a memo and contract with Grayling Engineering for adding treatment to the Hegewald Well for council review and approval.

**PWD Russell** explained the need for the Hegewald well as a backup water source. The water is fairly acidic and will need some form of treatment to reduce potential copper and lead leaching from older plumbing fixtures. High iron content is also a potential problem. The Scope of Work/Phase One presented will determine the water composition and treatment needed and provide data for the Department of Health review.

**Councilmember Muth** received confirmation the city owned a section of land surrounding the well. PWD Russell reported past problems with cavitation were reduced by digging further and using a lower drawdown load. The City has water rights to remove 860 gallons per minute. Pumping 500 gpm over 8 hours demonstrated the aquifer had no trouble recharging.

**MOTION** to approve the contract with Grayling Engineering for Hegewald Well Treatment Improvements not to exceed \$19,600 made by **Councilmember Muth** with a second by **Councilmember Hendricks**. The motion passed unanimously.

- b) **Approve Fuel Tax Grant Agreement - Public Works Director Karl Russell** presented a grant agreement with the Washington State Transportation Improvement Board in the amount

of \$112,927 for matching funds on the Russell Avenue project. As the City already has the grant and is doing the project there was no discussion.

**MOTION** to approve the Fuel Tax Grant Agreement in the amount of \$112,927 was made by **Councilmember Hendricks** with a second by **Councilmember Knudsen**. The vote to approve was unanimous.

- c) **Approve Contract with Department of Commerce for Energy Grant - City Administrator Leana Kinley** presented the attached scope of work and draft contract for council review and consideration. It will provide a \$314,633 grant towards energy upgrades at City Hall and installation of smart water meters throughout the city. Commerce has been delayed in issuing contracts. The request to authorize the Mayor to sign the final contract is to prevent the need for a special meeting and allow the project to move forward.

**Councilmember Weissfeld** asked for clarification on what percent the grant paid towards the project cost. **Administrator Kinley** provided a brief breakdown of costs and savings. The grant paid 49%. The loan was to be paid back over 10 years. Anticipated savings in labor for meter readings was \$44,000. Revenue would also be increased due to more frequent meter readings and less need to forgive leakage charges. The loan was to be repaid through the Water Fund. The project is anticipated to have a ten-week turnaround time.

**MOTION** to authorize the Mayor to sign the final contract with the Department of Commerce in the amount of \$314,633 for the Stevenson Water Meter Replacement & Lighting Upgrades project was made by **Councilmember Knudsen** with a second from **Councilmember Hendricks**. The vote to approve was unanimous.

- d) **Approve Water Meter Loan Agreement - City Administrator Leana Kinley** presented an agreement with Opus Bank for the matching funds related to the water meter and energy efficiency project in the amount of \$321,000. An estimate of the total cost, rates and payment schedule is also attached.

**MOTION** to approve the loan agreement with Opus Bank in the amount of \$321,000 was made by **Councilmember Hendricks** with a second provided by **Councilmember Knudsen**. The vote to approve was unanimous.

- e) **Approve Resolution 2020-358 Regarding Opus Bank - City Administrator Leana Kinley** presented a resolution authorizing the city to open an account for loan proceeds related to the water meter project with Opus Bank.

**MOTION** to approve resolution 2020-358 regarding banking with Opus Bank was made by **Councilmember Knudsen** with a second by **Councilmember Hendricks**. The vote to approve was unanimous.

- f) **Approve Resolution 2020-357 Regarding Planning Fees - Community Development Director Ben Shumaker** presented a memo and resolution regarding the Planning Department application fees and miscellaneous charges.

**Shumaker** explained the revised fee schedule. He noted there were policy changes to waive fees for non-profits and issue refunds. There was clarification regarding fees for outside consultants. Some items were changed to reduce staff confusion over similar

categories. Overall fees increased by 20-40%. Many of the fees are now more in line with Skamania County. The policy is intended to ensure recovery costs of City staff's time.

**Councilmembers Muth** and **Hendricks** suggested bringing the fees closer still to that of the County. **Councilmember McHale** advocated keeping the increases to a minimum, reminding other Councilmembers a proposed school levy was planned for the upcoming election. **Councilmember Knudsen** stated he thought the City was not a business and did not need to charge residents high fees. **Councilmember Weissfeld** agreed with the need to cover costs incurred by the City.

**MOTION** to approve resolution 2020-357 regarding planning department application fees and miscellaneous charges was made by **Councilmember Knudsen** with a second by **Councilmember McHale**. The motion passed unanimously.

- g) **Approve Resolution 2020-359 Amending the Public Records Policy - City Administrator Leana Kinley** presented a resolution for council review and consideration. The policy was last revised in 2009 and the updates incorporate changes in law and removes all fees.

**City Administrator Kinley** reported she went to remove costs for all public records requests following City Council direction. She then realized the need to update the policy as it had not been done since 2009. She explained the changes and updates to the City Council. She noted the policy language presented had been obtained from several other Washington cities as the language was identical. **Attorney Woodrich** reported the Washington State Attorney General had a standardized policy available.

**Councilmember Knudsen** asked how public records 'trolls' would likely make requests. He was advised they could ask verbally, through a written request or through an online channel. **Attorney Woodrich** advised the Council they were all considered agents of the City and needed to respond appropriately if asked about documents or records. With a five-day response time it is imperative to pass on requests ASAP. He noted a good response is to tell the person requesting a document they are entitled to a record but to direct them to **Administrator Kinley**.

**City Administrator Kinley** noted the new policy asks those seeking a document to clearly identify they are asking for a public record, particularly if the request is part of a long document. She shared common searches are to settle disputes between neighbors. Staff salary schedules, vendor requests and vendor activities are also frequently asked for. She noted because Stevenson does not have a police department there are far fewer calls for records. She is looking to find a grant to help the City digitize records.

**MOTION** to approve resolution 2020-359 amending the Public Records Policy was made by **Councilmember Knudsen** with a second provided by **Councilmember McHale**. The motion passed unanimously.

- h) **Minutes** of the February 20, 2020 regular council meeting, revised. There was no discussion but it was noted attendance was not included.

**MOTION** to approve the minutes of February 20, 2020 with attendance included was made by **Councilmember Muth** with a second by **Councilmember Hendricks**. The motion passed unanimously.



## 10. INFORMATION ITEMS:

- a) **Chamber of Commerce Activities** - An attached report described some of the activities conducted by Skamania County Chamber of Commerce in February, 2020.
- b) **Financial Report - City Administrator Leana Kinley** presented the City's Treasurers' Report and year to date revenues and expenses for February 2020.
- c) **Planning Commission Minutes** - Minutes were attached from the 2/10/20 Planning Commission meeting.
- d) **Building Permits Issued** - A copy of recent building permits issued and other activity was attached for council review. Pending inspections from the City include 1 triplex (70% complete), 4 cabins, and 6 single-family residences at various stages of completion.
- e) **Fire Department Report** - A copy of the Stevenson Fire Department's report for February, 2020 was attached for council review.
- f) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for February 2020 was attached for council review.

## 11. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) **Karl Russell, Public Works Director**-The Russell Street Project kicked off on Monday. The contractor has been awesome to work with, with good traffic control and pedestrian traffic flowing. One problem developed due to elevations on existing culverts. The disruptions to local business have been kept to a minimum. A delay in construction signage has been due to COVID-19 staff reductions with the contractor.

**Mayor Anderson** asked **PWD Russell** to provide a weekly email update to local businesses to keep them in the loop. **Councilmember Knudsen** asked to be included in the emails. **Attorney Woodrich** advised if the emails were sent just one way with Blind Carbon Copy used for addressees there should be no problem. He cautioned Council members to never use Reply All if responding.

**PWD Russell** is taking COVID-9 precautions seriously and the crew is responding appropriately. They are practicing social distancing at all levels of work. He has signed up for Washington WARN (Water/Wastewater Agency Response Network) that allows water and wastewater systems to receive rapid mutual aid and assistance from other systems during an emergency. The potential violation with the sanitary sewer lines was due to excessive amounts of rainfall infiltrating the system. He has ordered a year's worth of materials and chemicals for the water system and WWTP. Julie May offered praise on thinking ahead. He is exploring an online class for WWTP training for employees.

- b) **Ben Shumaker, Community Development Director**-A completed subdivision application will be coming before the Planning Commission for review in April 2020. A shoreline permit application is under review. The Planning Commission will hold a public hearing for zoning code changes reviewed at tonight's hearing.

There is a comprehensive plan amendment in the works for a capital facilities plan. Recommendations to be made to the City Council by April 30th.

The Planning Commission is in the last stages of reviewing subdivision code revisions. Definitions of roads vs streets will be considered. May come before City Council in May or June 2020.

Advertising for engineering plans for sidewalks from First Street to Columbia. Looking to coordinate projects. Working with WSP engineering firm-they did design for Kanaka Creek. Fifty percent of the design plans need to be delivered by the end of July 2020. The City Council can expect a contract in April 2020.

- c) **Leana Kinley, City Administrator-Administrator Kinley** directed the Council to her report. She pointed out where the Skamania County Chamber of Commerce is looking to stop doing events such as Blues and Brews and Christmas in The Gorge. They will do them in 2020 but not beyond.

**Councilmember Knudsen** asked what the Chamber was looking to do instead.

**Councilmember McHale** related the Chamber did not want to be event planners. A recent strategic planning session with Chamber staff and board has initiated a change in priorities.

A discussion followed on possible solutions, including having the Stevenson Business Association take on the events. Changes with the SDA and SBA have not taken place.

**Mayor Anderson** expressed concern about the loss of revenue and visitor opportunities for the City. It was noted there has been difficulty in getting new board members to volunteer with the Blues and Brews Festival. With a new director at the SDA it may be something they agree to do. **Administrator Kinley** shared it would take a lot of City staff time to plan and coordinate the events. A suggestion was made to hire an event coordinator.

**Administrator Kinley** further related City Hall is making decisions on a day-to-day basis depending on advisories and directives. It is hard to keep social distancing when serving the public and the staff is not comfortable now with people walking in to pay bills. Having City Hall closed to the public now will help with messaging.

**Attorney Woodrich** asked about consensus on a contract with BIAS. **Administrator Kinley** noted a contract with BIAS approved in 2019 had included a building permit module, but it had been put on hold when researching adding the City to Skamania County permitting software. The annual service fee for BIAS is \$3,021, prorated over 2020. The cost to be included with County software is \$15,000. She advised the Council there would be an additional fee for the permitting section. Implementation and installation will begin within the next few months. Tracking of permits will be improved.

## 12. VOUCHER APPROVAL AND INVESTMENTS UPDATE: Provided at the Council meeting.

- a) February 2020 payroll & March 2020 A/P checks have been audited and were presented for approval. February payroll checks 14244 thru 14252 total \$95,850.10 which includes EFT payments. A/P Checks 14253 thru 14296 total \$156,138.93 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary were attached for review. Detailed claims vouchers were available for review at the Council meeting.

**Councilmember Knudsen** asked about tabs at the hardware stores in Carson and Stevenson. It was explained they provide different items needed by City staff.

**MOTION** to approve the vouchers as presented make by **Councilmember Knudsen** with a second by **Councilmember Hendricks**. The vote to approve was unanimous.

**13. MAYOR AND COUNCIL REPORTS:**

**Councilmember Knudsen** noted the retreat planned for Walking Man was on the upcoming meetings and events. **Administrator Kinley** advised it was revised and is now off. **Knudsen** also related that the MOSS group would be doing a clean-up at Home Valley Park.

**Community Development Director Shumaker** notified the Council Washington DNR had awarded the City a grant to conduct a street tree inventory. Training on tree maintenance will also be provided.

**Councilmember Weissfeld** asked if a request by Fire Chief Farris regarding doors on the fire hall was to be acted on. **Administrator Kinley** advised a cost estimate could be obtained. **Mayor Anderson** noted more information would be needed to get a quote.

**Councilmember Knudsen** asked if it would be possible to have a television, camera and microphone available for meetings. **Attorney Woodrich** reminded the Council all recordings need to be retained. Real time streaming does not require retention. **Administrator Kinley** noted recordings could be made and sent to Municode with a link. She stated if recordings were initiated, she would switch to action minutes, where only council votes and other business would be documented. A discussion on bandwidth needs and streaming of meetings followed. Other options were considered, including YouTube and Google Hangouts.

**Councilmember Weissfeld** would like to continue the discussion and would like a better way to connect with voice and video.

**14. ISSUES FOR THE NEXT MEETING:** Video programs for distant meetings.

**15. EXECUTIVE SESSION:**

- a) **Mayor Anderson** announced the Council would convene in Executive Session at 8:35 pm for forty-five minutes under RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is, or is likely to become, a party.

**Attorney Woodrich** asked if any of the public participants on the phone wanted to be present when the executive session concluded and the Council reconvened in open session. No decisions will be made. No one requested to be present.

Council came out of the executive session at 9:20 pm. No decisions were made.

**16. ADJOURNMENT** – Mayor Anderson adjourned the meeting at 9:20 p.m.

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

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Minutes by Johanna Roe



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## Harry schumacher imput

1 message

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

Mon, Apr 13, 2020 at 6:10 PM

To: City Council:  
From: Harry Schumacher

It has come to my attention, that it was more then a phone calls worth to put restrictions on commercial property in Downtown Stevenson. So say one of these so called creative developers wants to put an outdoor type restaurant at 36 leavens and it fails, now according to these new rules, I can no longer rent it out as a home. I understand about new construction requirements, but property owners want the rights to use our property that we deserve for investing in commercial property in the first place.

Harry Schumacher  
541-490-1936



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## Our BLA on tonight's consent agenda

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Pat Rice <easylivingpat@gmail.com>  
To: City Council <citycouncil@ci.stevenson.wa.us>  
Cc: Leana Kinley <leana@ci.stevenson.wa.us>

Thu, Apr 16, 2020 at 12:56 PM

Dear Stevenson Council Member,

We see that our BLA dispute with Ben Shumaker is on your consent agenda tonight. As you read the stipulated agreement please ask yourself these questions:

### "What new information is in the agreement that was not obvious prior to the dispute?"

Or put another way, ask yourself this question:

*"What bit of new information was gleaned by Ben in denying our BLA application?"* We had asked Ben at least three different times what additional information did he need to approve the application. He told us he had all the information he needed.

To point out how crazy and silly Ben's denial was on such a basic and easy BLA application, look at just two of the reasons used to deny our BLA:

1. We didn't clarify what type of sewage system we'd use. Why clarify this? We weren't building anything. And the code already was/is clear if we ever did. Point is, this was immaterial to the question at hand and if it had been material and relevant you would see it mentioned in the stipulated agreement.
2. We overpaid the BLA application fee. Yes, that's right. One of the points Ben used for denying our application was our over payment of the application fee. And one of the points Ben instructed your \$580.50 per hour lawyer to address was this small over payment. Evidently, according to Ben (and even your own city attorney), we now need "stipulated agreements" to handle over payments. Ben could have just yelled over to the accounts payable desk, "Hey, send Rick May a check for \$75.00" or whatever the small amount was.

Now this whole BLA issue should rightfully be pointing out an additional issue beside's Ben Shumaker's lack of "common sense"\* and his inability to provide basic "customer service\*\*"; this being the fact that **your our own city attorney, Ken Woodrich, couldn't handle something as simple as this minor BLA dispute**. Instead of having a firm grasp of city code (as the four non-attorney property owners had in this instance), Mr. Woodrich suggested you spend tax dollars to hire someone else, to the tune of \$580.50 per hour. And what did this high priced expert do? They agreed with us in total - on every single point, down to taking out the unnecessary verbiage Ben tried to insert at the end.

The stipulated agreement does do one thing for the taxpayers. We agree that we will not come after the City of Stevenson for our attorney costs. But who will reimburse the taxpayers for Ben's pettiness, his lack of "common sense", and his inability to provide "customer service"?

Pat Rice and Karen Rutledge

\*See attached counseling letter



# City of Stevenson

(509) 427-5970

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

To: Ben Shumaker

Date: May 10, 2017

Re: **Written Direction**

You do great work for the City most of the time Ben, and I appreciate your input and help with the many areas outside of planning that you help with. Your work facilitating the fire hall site selection process was outstanding. You are currently heading up grant and funding opportunities for our sewer plant expansion, which I also greatly appreciate. I am concerned, however, about one specific issue – your apparent lack of concern for the consequences of saying “no” or otherwise denying a citizen request. As the Planning Director for the City of Stevenson, you are not an autonomous agency but a representative of the City of Stevenson. Your decisions reflect not just on the Planning Department, but on the City.

I’m asking you to interpret all rules with a strong dose of common sense, and to be more sensitive to how you say “no” when you have to say it. You go out of your way to give great customer service most of the time, but occasionally take a stance on a technical issue that we end up losing on appeal. Significant portions of your administrative decision in regard to the Remi Short Plat were overturned by the Hearings Examiner. The applicants (Lasher LLC) met with the Mayor and me to complain about what they perceived as unreasonable decisions you made, which were then overturned by the Hearings Examiner. Having a planning decision overturned on appeal causes the City to incur unnecessary legal fees, but more importantly damages the City’s reputation with our citizens.

In the three years I’ve worked for the City of Stevenson, your decisions have been formally appealed three times and we have lost all three appeals (or the significant portions of them). Please take the following actions with regard to decisions you make in the future:

1. You have a reputation for being overly rigid in your interpretation and enforcement of the rules. Please make a conscious effort to improve this perception. If you’re not sure whether or not a rule or law applies, check with the City Attorney before enforcing it.
2. All decisions are to be made with a strong dose of common sense. If a rule applies, of course we need to follow it. But if the rule doesn’t apply, rely on common sense and try to err on the side of the customer (citizen) when in doubt.
3. Most importantly, be more sensitive to how you work with our citizens when the rules or good practice require you to say “no”. Our citizens need to know that you will work with them when you can. Request pre-meetings for large projects such as short plats and BLA’s so that we can help the customer as much as possible. Similarly, request meetings with applicants when possible before issuing a final decision when the decision adversely affects them. (i.e. to explain to the customer the direction you are heading and why, and to give them a chance to provide additional information that might change your decision).

You are a very knowledgeable planner Ben and an exceptionally smart person, but you have an increasing number of citizens dissatisfied with you. Their dissatisfaction with the planning department reflects negatively on their perception of the City as a whole. I am confident you can reverse this trend by being more sensitive to the needs of our citizens, the importance of making sure they know you are trying to work with them, and ruling against a citizen only when it is required by rule or law or clearly in the City's best interest to do so. It is not enough to give them excellent technical answers to their questions – they need to know that you care about them and are doing everything you can to work with them.

Sincerely,



Nick Hogan, City Administrator

March 31, 2020

The Honorable Jay Inslee, Governor  
Office of the Governor  
P.O. Box 40002  
Olympia, WA 98504-0002

Re: Residential Construction Non-Essential Determination

The undersigned Washington Mayors are greatly concerned about the recent decision to include residential construction activities as a non-essential activity. We respectfully ask you to reconsider your position on this issue considering the recent Department of Homeland Security “Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response Version 2.0”.

This recent update to the guidelines includes “Workers performing housing construction related activities to ensure additional units can be made available to combat the nation’s existing housing supply shortage”. Adhering to this guideline will lessen the economic harm that is already felt as a result of the “Stay Home, Stay Healthy” directive which is causing distress to a multitude of employers, suppliers, and employees. The fiscal impact to our local communities is presenting challenges that will require a great deal of energy and resources to overcome.

If your directive is extended past April 8th, the ability and speed to recover economically will be evermore challenging and will significantly impact the livelihoods of the residents of the State of Washington.

We the undersigned signatories request you reconsider your previous decision designating residential construction activities as “non-essential” in light of the recent DHS guidelines.

Respectfully,

Mayor  
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# 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: April 16th, 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:** The plant has seen a change in bacteria life due to the lack of “food” coming into the plant. No adverse effects have been seen thus far by the change and we anticipate there will not be any. Influent flow for March totaled 4.223 million gallons. Influent flow for the month of February totaled 7.532 million gallons for comparison of when things were “normal”. Keep in mind February had more rainfall than March so I&I plays a role with the influent total. BOD is much lower than this time last year but is higher than the previous month. It will be interesting to see what April’s totals bring.

The plant continues to see marked improvement with the sidestreaming efforts of Backwoods Brewing, Walking Man and LDB, Inc.

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
- March 324 Lbs/day No Influent/Effluent Violations

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.

Funding:

Both applications for USDA and EDA for the lift station project are moving forward. Staff continues to answer questions as it moves through the process. 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 that the city is in the process of obtaining.

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 by Ecology and are awaiting confirmation from each SIU.

Action Needed:

None



# 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:** April 16<sup>th</sup>, 2020  
**SUBJECT:** Zoning Code Amendment – Trade Districts Code Update

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### **Introduction**

This memo provides the City Council with an update of the ongoing Planning Commission discussion the zoning amendment proposed to 1) prohibit *new* Single-Family Detached Dwellings, Manufactured Homes, and Modular Homes in the C1 Commercial District, 2) allow continued use and development rights of *existing* Single-Family Detached Dwellings, 3) codify recent zoning interpretations involving Townhomes in the CR Commercial Recreation District and Cultural Attractions in the C1 District, 4) allow Townhomes as principal uses in the C1 District, 5) ease the permitting process for certain Murals, and 6) establish minimum height expectations for new development in the C1 District.

### **Planning Commission Status**

On April 13th the Planning Commission held a public hearing on the proposed amendment. As a result of the COVID-19 response, the hearing was held remotely with no option for in person meetings. At the conclusion of their hearing, the Planning Commission was uncomfortable making a recommendation to amend the Zoning Code until in-person meetings are possible. They have tentatively postponed their review until no earlier than their June meeting.

### **City Council Review**

The City's procedures in SMC 17.50 require referral of zoning amendments to the Planning Commission and a report from them prior to City Council action. Since the report will not be submitted until June at the earliest, the Council cannot act on this amendment prior to expiration of the moratorium on single family residences in the C1 District. This moratorium is set to expire on May 17th, 2020.

The City Council is now asked to determine a course of action in light of this timeline.

### **Next Steps**

At the conclusion of this meeting, staff will initiate the course of action requested by the Council.

Prepared by,

Ben Shumaker  
Community Development 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:** March 13<sup>th</sup>, 2020  
**SUBJECT:** Zoning Code Amendment – Trade Districts Code Update

---

### **Introduction**

This memo summarizes a potential amendment to the City of Stevenson Zoning Code. The amendment is proposed by the City's administrative leadership team and seeks to 1) prohibit new Single-Family Detached Dwellings, Manufactured Homes, and Modular Homes in the C1 Commercial District, 2) codify a recent zoning interpretation allowing conditional use approval for Townhomes in the CR Commercial Recreation District, 3) codify a recent zoning interpretation allowing conditional use approval for and Cultural Attractions in the C1 District, 4) allow Townhomes as principal uses in the C1 District, 5) allow certain Murals as permitted uses in the C1, CR, and M1 Light Industrial districts, and 6) place a minimum height standard on new downtown buildings. As it relates to the prohibition of single-family detached dwellings, the timing of this amendment is intended to address the expiration of the current temporary moratorium on these uses in the C1 District.

The Planning Commission has reviewed this amendment on 2 occasions, but has not yet provided a recommendation to the City Council. As a result no action is expected at this meeting.

### **Single-Family Detached Dwellings**

Since December 6<sup>th</sup>, 2018, new single-family detached dwellings have been prohibited in the C1 District by virtue of a moratorium enacted and extended by the City Council. The moratorium is set to expire on May 16<sup>th</sup>, 2020. The moratorium was originally enacted in response to a prospective development. The property on which that development was proposed has since been permitted to construct a tri-plex and construction is underway. The proposed ordinance would replace the temporary moratorium with an outright prohibition.

This continues a previous City discussion during which it was decided to hold action until issues related to the moratorium were more settled. As proposed previously, the amendment:

- 1) Adopts a definition for "Dwelling Unit" which aligns with the definition of the International Building Code.
- 2) Removes "Townhome" and "Detached Single-Family Dwelling" from a nest under Single-Family Dwelling"
- 3) Amends the Use Category for Single-Family Detached Dwelling to nest the categories for "Manufactured Home" and "Modular Home" within that category. Doing so accommodates a state preemption.
- 4) Deletes the Use Category for "Two-Family Dwelling" as redundant.
- 5) Creates a new use category for "Legacy Homes" to distinguish between new and existing homes.
- 6) Amends the Use Tables of SMC 17.15.040 and SMC 17.25.040 to reflect the changes above.

Additionally, the current draft 1) amends the Density Table in SMC 17.25.050 to remove requirements related to single-family dwellings and 2) amends the Dimensional Table in SMC 17.25.060 to allow future modifications to existing single-family detached dwellings or "Legacy Homes". Ongoing Planning Commission discussion of this topic is focusing on owners' ability to change of use/occupancy of existing legacy homes.

## **Zoning Interpretations**

The following interpretations of use tables by the Zoning Administrator have been incorporated in this proposal:

ZON2019-03 – Cultural Attraction Uses in the C1-Commercial District: “In the C1 Commercial District, Cultural Attraction uses shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1. Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses.”

ZON2019-04 – Townhome Uses in the CR Commercial Recreation District: “In the CR Commercial District, the Townhome use shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1. Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses.”

## **Murals**

Finally, 2019 saw the Planning Commission review and approve 2 conditional use permits for murals proposed by the Stevenson Downtown Association (SDA). The amendment proposal creates a new category of mural and would allow staff to administratively approve murals of that type while reserving the Planning Commission’s authority to review murals not qualifying as the new type. Discussion leading to this proposal was initiated by the SDA after the review of their second mural and the change is supported by Mayor Anderson.

## **Building Height**

A new regulation requiring a minimum building height is also under consideration. This height (drafted as, 16’) would discourage installation of shipping containers in-lieu of new building construction. For visualization purposes, El Rio is ~16’ in height.

## **Planning Commission Guidance**

The Stevenson Planning Commission has not yet made a recommendation to the City Council on this proposal. At their February meeting, the Planning Commission advised staff to take a moderate approach to community involvement. This approach would exceed the bare minimum required for any amendment to the Zoning Code by 1) conducting direct staff outreach to downtown owners potentially impacted by the single-family residential prohibition, and holding an additional public hearing before the Planning Commission prior to making a recommendation.

The Planning Commission also requested additional options for dealing with the mural request, including 1) reducing fees for murals proposed by non-profit agencies and 2) providing public notice of murals and welcoming comments for City staff—instead of Planning Commission—consideration as part of a Mural’s permitting process.

Additional changes to the attached draft are likely in the Planning Commission’s recommendation, if one is made.

## **Next Steps**

Depending on the Planning Commission’s actions, the City Council could expect to review this topic for action at its April meeting.

Prepared by,

Ben Shumaker  
Community Development Director

Attachment

- March Draft Ordinance 2020-1157

**CITY OF STEVENSON  
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.**

**WHEREAS**, the City of Stevenson **TBD**;

**WHEREAS**, the amendment process related to the changes to single-family development in the downtown area was guided by and conducted with knowledge of the Tactic 4.3-4 of the Stevenson Comprehensive Plan, and the City Council is satisfied this ordinance does not conflict with the suggestive text (e.g., “consider” and “such as”) of that Tactic; and

**WHEREAS**, the following use interpretations conducted under SMC 17.12.020 have been reviewed for inclusion in the periodic amendment included in this ordinance:

- ZON2019-03 related to Cultural Attractions in the C1 Commercial District,
- ZON2019-04 related to Townhomes in the CR Commercial Recreation District; and

**AND WHEREAS**, the Stevenson City Council finds that the best interests of the public health, safety and welfare would be served by the amendments herein,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, STATE OF WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1** – The following definition shall be added as SMC 17.10.275 – Dwelling Unit:

“Dwelling Unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Section 2** – The definition of Mural at SMC 17.10.738(5), originally adopted through Section 1.D.1.5 of Ordinance 2017-1103 shall be amended by adding the underlined text as follows:

5. a. “Mural” or “Type 1 Mural” means any sign depicting a decorative design or scene intended to provide visual enjoyment that is painted or placed on an exterior building wall and contains no commercial message, logo, symbol, or graphic, provided that, when placed on a residential structure, such depiction is not considered a mural or intended to be regulated under this code.

b. “Type 2 Mural” means any Mural as defined above which is 1) located in a Trade District and 2) proposed and maintained by the City of Stevenson, the Stevenson Downtown Association, or a non-profit representing the interests of the Stevenson business community.

**Section 3** – Use 1. of SMC Table 17.13.010-1 Residence or Accommodation Uses, originally adopted through Section 3.B.2 of Ordinance 2017-1103 and amended by Section 2.A of Ordinance 2017-04 and Section 1 of Ordinance 2019-1141, shall be amended by deleting the ~~struck through~~ text and adding the underlined text as follows:

<p>1. Dwelling <del>Unit</del></p>	<p><u>Any building that contains one or more dwelling units [SMC 17.10.275] used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. An independent living unit within a building, designed and intended for occupancy by not more than one family and having its own housekeeping, kitchen, sleeping and bathroom facilities.</u></p>	<p><u>SMC 17.10.275</u></p>
<p>a. Single-Family <u>Detached</u> Dwelling</p>	<p><u>A single detached building containing one dwelling unit. Single-family detached dwellings exclude Mobile Home and include stick-built homes as well as the following types:</u></p> <p><u>1. "Manufactured Home". A single-family detached dwelling built according to the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home: (i) includes plumbing, heating, air conditioning, and electrical systems; (ii) is built on a permanent chassis; (iii) can be transported in one or more sections with each section at least 8 feet wide and 40 feet long when transported, or when installed on the site is 320 square feet or greater, and (iv) when sited, is designed to be permanently connected to required utilities.</u></p> <p><u>2. "Modular Home". A factory assembled structure designed primarily for use as a dwelling when connected to the required utilities. A Modular Home (i) includes plumbing, heating and electrical systems contained therein, (ii) does not contain its own running gear, (iii) must be mounted on a permanent foundation, and (iv) shall conform to the structural design requirements of the local jurisdiction. A modular home does not include a travel trailer, mobile home or manufactured home.</u></p> <p><u>Single-family dwellings are distinguished by the following types:</u></p> <p><u>1. "Single-Family Detached Dwelling" is a single detached building, which term shall include manufactured home and modular home, containing one dwelling unit.</u></p> <p><u>2. "Townhome" is a dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units 1) share one or more common walls at the lot line, 2) are on separate lots, and 3) have separate entrances. Other common terms for this use include townhouse, brownstone, row house, etc.</u></p>	<p><u>RCW 35A.21.312, RCW 35A.63.146, RCW 43.22A, RCW 59.20.030, WAC 296-150M, SMC 17.40.120</u></p> <p><u>RCW 43.22, RCW 46.04.303, WAC 296-150F</u></p> <p><u>SMC 17.38.085</u></p>
<p>b. <u>Manufactured Home</u></p>	<p><u>A single-family detached dwelling built according to the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home: (1) includes plumbing, heating, air conditioning, and electrical systems; (2) is built on a permanent chassis; (3) can be transported in one or more sections with each section at least 8 feet wide and 40 feet long when transported, or when installed on the site is 320 square feet or greater, and (4) when sited, is designed to be permanently connected to required utilities.</u></p>	<p><u>RCW 35A.21.312, RCW 35A.63.146, RCW 43.22A, RCW 59.20.030, WAC 296-150M, SMC 17.40.120</u></p>

e.	<del>Modular Home</del>	<del>A factory assembled structure designed primarily for use as a dwelling when connected to the required utilities. A Modular Home (1) includes plumbing, heating and electrical systems contained therein, (2) does not contain its own running gear, (3) must be mounted on a permanent foundation, and (4) shall conform to the structural design requirements of the local jurisdiction. A modular home does not include a travel trailer, mobile home or manufactured home.</del>	<del>RCW 43.22, RCW 46.04.303, WAC 296-150F</del>
d.	Mobile Home	A factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Act. Mobile home does not include recreational vehicles, travel trailers, modular homes, or manufactured homes.	RCW 43.22A, RCW 59.20.030
e.	Travel Trailer	A trailer built on a single chassis transportable upon the public streets and highways that is designed to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.	
f.	Accessory Dwelling Unit (ADU)	An ancillary (i.e., secondary) dwelling unit located on the same legal lot as a primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex unit, it is clearly subordinate to the primary dwelling in terms of size, use and appearance, and may be located in zoning districts which do not otherwise allow Multi-Family Dwellings.	RCW 35A.63.230, RCW 43.63A.215, SMC 17.40.040
g.	<del>Two-Family Dwelling</del>	<del>A building containing 2 dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances.</del>	
h.	Multi-Family Dwelling	A building containing <u>2</u> or more dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances. Multi-family dwelling also includes apartments, cluster-type housing, condominiums, <u>duplexes</u> , and multiple dwellings or groups of structures on a single lot.	
i.	Temporary Emergency, Construction or Repair Residence	A residence (which may be a mobile home or travel trailer) that is: (1) located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by the persons displaced by such disaster; or (2) located on the same lot as a residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed; or (3) located on a nonresidential construction site and occupied by persons having construction or security responsibilities over such construction site. However, no such temporary emergency, construction or repair residence shall be inhabited for more than 6 months, unless authorized by the Planning Commission.	
j.	<u>Townhome</u>	<u>A dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units (1) share one or more common walls at the lot line, (2) are on separate lots, and (3) have separate entrances. Other common terms for this use include townhouse, brownstone, row house, etc.</u>	
k.	<u>Legacy Home.</u>	<u>A building existing on, and continually occupied as a single-family detached dwelling since January 1<sup>st</sup>, 2020 and located in a district which</u>	



has prohibited development of new single-family detached dwellings. When allowed as a permitted use, a Legacy Home shall not be considered a nonconforming use and may be renovated, rebuilt, and/or expanded without consideration of SMC 17.44 – Nonconforming Uses, provided, however, that SMC 17.44.030 – Effect of Nonconforming Use Abandonment shall apply.

**Section 4** – The use category for “Dwelling Units”, in SMC Table 17.15.040-1 Residential Districts Use Table, originally adopted through Section 5.D.2.1 of Ordinance 2017-1103 and amended by Section 3.A.1 of Ordinance 2017-04, shall be amended by deleting the ~~struck-through~~ text, adding the underlined text, and moving text which is doubly struck-through/underlined, as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

**Table 17.15.040-1 Residential Districts Use Table**

Use	R1	R2	R3	MHR	SR
<b>Residence or Accommodation Uses</b>					
Dwelling <del>Unit</del>					
Single-Family Detached Dwelling	P	P	P	P	P
<del>Townhome (SMC 17.38.085)</del>	=	=	<u>P</u>	=	=
- <del>Manufactured Home</del>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
- <del>Modular Home</del>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Mobile Home	X	X	X	P	X
Travel Trailer	-	-	-	-	X
Accessory Dwelling Unit (SMC 17.40.040)	A	-	-	-	A
- <del>Two-Family Dwelling</del>	<u>C<sup>1</sup></u>	<u>P</u>	<u>P</u>	<u>C<sup>1</sup></u>	<u>C<sup>1</sup></u>
Multi-Family Dwelling	C <sup>1</sup>	<u>P/C<sup>1</sup></u>	P	C <sup>1</sup>	C <sup>1</sup>
Temporary Emergency, Construction or Repair Residence	C <sup>2</sup>	C <sup>2</sup>	C <sup>2</sup>	-	C <sup>2</sup>
<u>Townhome (SMC 17.38.085)</u>	<u>=</u>	<u>=C<sup>8</sup></u>	<u>P</u>	<u>=</u>	<u>=</u>

1-Conditional Use Permits for Multi-Family Dwellings which exceed the maximum number of dwelling units allowed in SMC Table 17.15.050-1 ~~these uses~~ are only considered when submitted as part of an R-PUD proposal under SMC 17.17-Residential Planned Unit Developments.

8-Townhomes in the R2 District are subject to review according to the density and parking requirements of the R3 Multi-Family Residential District and shall connect to the municipal sewer system.

**Section 5** – The use categories for “Dwelling Units”, “Professional Office” and Cultural Attraction” in SMC Table 17.25.040-1 Trade Districts Use Table, originally adopted through Section 9.D.2.1 of Ordinance 2017-1103 and amended by Section 5 of Ordinance 219-1141, shall be amended by deleting the ~~struck-through~~ text and adding the underlined text as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

**Table 17.25.040-1 Trade Districts Use Table**

Use	CR	C1	M1
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Residence or Accommodation Uses			
Dwelling <del>Units</del>			
	Single-Family Detached Dwelling	<del>-X</del>	<del>PX</del> <del>-X</del>
-	<del>Manufactured Home</del>	-	<del>P</del> -
-	<del>Modular Home</del>	-	<del>P</del> -
	Multi-Family Dwelling	C <sup>1</sup>	P -
	Temporary Emergency, Construction or Repair Residence	-	C <sup>2</sup> -
	<u>Townhome</u>	<u>C<sup>14</sup></u>	<u>P<sup>14</sup></u>
	<u>Legacy Home</u>	-	<u>P</u> -
General Sales or Service Uses			
	Professional Office	-	<del>P</del> A/C <sup>13</sup>
Arts, Entertainment, and Recreation Uses			
	Cultural Attraction	P	<del>C</del> -

14-Townhomes in the CR and C1 District must comply with SMC 17.38.085.

**Section 6** – The standards in SMC Table 17.25.050-1 Trade Density Standards, originally adopted through Section 7.E.1.1 of Ordinance 2017-1103, shall be amended by deleting the ~~struck through~~ text as follows.

**Table 17.25.050-1: Trade Density Standards**

District	Use	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage
CR	All	10,000 sf	-	-	35%
C1	<del>General</del> <u>All</u>	0 sf <sup>1</sup>	0 ft	0 ft	100% <sup>2</sup>
-	<del>Single-Family Dwelling</del>	<del>6,000 sf</del>	<del>60 ft</del>	<del>100 ft</del>	<del>50%</del>
M1	All	0 sf	-	-	60%

1- Except for multi-family dwellings which require 1,200 sf per unit.

2- Except for residential uses on the first floor above grade, which are limited to 50% of lot area.

**Section 7** – The standards in SMC Table 17.25.060-1 Trade Dimensional Standards, originally adopted through Section 7.F.1.3 of Ordinance 2017-1103, shall be amended by deleting the ~~struck through~~ and adding the underlined text as follows.

**Table 17.25.060-1: Trade Dimensional Standards**

District	<u>Minimum Height of Building</u>	Maximum Height of Building	Minimum Setbacks				Maximum Setbacks		
			Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot	Front	Side, Street

CR	<u>n/a</u>	35 ft <sup>1</sup>	25 ft	0 ft <sup>2,3</sup>	20 ft	0 ft <sup>2,3</sup>	20 ft	-	-
C1	<u>16 ft</u>	50 ft <sup>4</sup>	0 ft <sup>5</sup>	0 ft <sup>2,6</sup>	-	0 ft <sup>2</sup>	-	10 ft <sup>7,8</sup>	10 ft <sup>9</sup>
M1	<u>n/a</u>	35 ft	15 ft	5 ft	-	0 ft <sup>2</sup>	-	-	-

1 - A greater height may be allowed by the Planning Commission; provided it does not interfere with the views of a substantial number of upland properties which are presently residential or have a potential for residential development and there is an overriding public interest in allowing a greater height. For each 10 ft increase in height that is allowed, there shall be an additional setback or stepback of 15 ft from any property line.

2 - Except in Zone Transition Areas where the minimum setback shall be the same as any adjoining more restrictive district.

3 - Except for multiple residential dwelling ~~units~~ adjoining a nonresidential use where the minimum setback shall be 20 ft.

- 4 - 35 ft for multi-family dwellings and legacy homes ~~single family and multi-family dwellings~~.
- 5 - 15 ft for legacy homes ~~single family dwellings~~.
- 6 - 5 ft for legacy homes ~~single family dwellings~~.
- 7 - 20 ft for legacy homes ~~single family dwellings~~.
- 8 - Automobile service stations are exempt from the maximum front yard requirement.
- 9 - Legacy Homes Single Family residential construction may have a greater setback.

**Section 8** – The section of SMC Table 17.25.145-1 Allowed Signage related to “Sign Type”, originally adopted through Section 7.K.1.1 of Ordinance 2017-1103, shall be amended by adding the underlined text as follows. All other portions of SMC Table 17.25.145-1 shall remain in effect without amendment:

**Table 17.25.145-1: Allowed Signage**

	CR	C1	M1
<b>Sign Type</b>			
Community Information Sign	P	P	P
Dilapidated Sign	X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>
Mural, <u>Type 1</u>	C	C	C
<u>Mural, Type 2</u>	<u>P</u>	<u>P</u>	<u>P</u>
Off-Premises Sign	X	X	X
Sign Placed by a Governmental Agency	P	P	P
Sign of Outstanding Design	C	C	X

2 - An existing sign, together with its sign structure, which becomes dilapidated shall be removed after notice to the property owner, unless upon appeal under SMC 17.46, the property owner establishes facts sufficient to rebut the presumption of dilapidation.

**Section 9** – 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.

Passed by a vote of \_\_\_\_\_ at the special City Council meeting of March 19<sup>th</sup>, 2020.

SIGNED:

ATTEST:

\_\_\_\_\_  
Scott Anderson  
Mayor of Stevenson

\_\_\_\_\_  
Leana Kinley  
Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich  
City Attorney



# 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:** April 16<sup>th</sup>, 2020  
**SUBJECT:** WDNR Tree Inventory & Management Planning Grant

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### **Introduction**

This memo provides the City Council with an overview of the key work tasks of the proposed Tree Inventory & Management Plan which has been prioritized for funding by the Washington Department of Natural Resources. Action to approve the attached contract is anticipated at this meeting.

### **Action Requested**

The City Council is asked to approve the grant agreement (Attachment 1) with Washington Department of Natural Resources (WDNR).

### **Tree Planning Tasks & Timeline**

This effort would reprise similar efforts conducted in 1986 and 2009 and take it further to ensure an ongoing return on the City and State investments. The project is anticipated to conclude in February 2021 and will involve:

- 1- Public involvement and visioning,
- 2- Inventorying public trees,
- 3- Developing a management plan for these trees long term health and compatibility with their location,
- 4- Providing training to staff and partners on appropriate management and inventory upkeep.

### **Budget**

Stevenson's proposal was one of 6 prioritized for funding in the State, and one of 2 to receive the full \$20,000 allowed per jurisdiction. The program requires a 1:1 match. The City proposed a cash match of \$20,000 and an additional \$6,358 of in-kind match based on our staff hours and those of our partners at the School District and Library.

### **Next Steps**

Pending Council approval, the Mayor will sign the grant agreement and it will be transmitted to WDNR. Afterwards an RFQ for professional assistance will be published.

Prepared by,

Ben Shumaker  
Community Development Director

Attachment

- Draft Grant Agreement No. 93-100728 plus 3 exhibits



**GRANT AGREEMENT**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
NO. 93-100728

PI: 244  
Funding Source: Federal  
Grant Funded:  Yes  No

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "**AGENCY/DNR**", and the below named firm, hereinafter referred to as "**GRANTEE**."

*City of Stevenson*  
*7121 East Loop Road, PO Box 371*  
*Stevenson, WA 98648*  
*Phone: (509) 427-5940*  
*Email: leana@ci.stevenson.wa.us*

**PURPOSE**

The intent of the Community Forestry Assistance grant is to assist communities in planning and implementing projects that are within the scope of a community forest management plan, but which may not otherwise receive local funding. Projects must be located on public property, or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

The purpose of this grant agreement is to evaluate, plan for, maintain, and improve the urban forest resource on public lands in the City of Stevenson. This will occur through 1) the creation of a user-friendly inventory of individual tree resources, 2) the adoption of a management plan for issues related to those resources, 3) the training of staff on implementation of the management plan, 4) the provision of means to update the tree inventory, and 5) the Identification of demonstration projects that are eligible for funding in the future.

## SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the Grantee, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Grantee's Project Proposal Form. The Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Project Proposal Form.

The Grantee must submit a mid-project report and a final report to DNR documenting the activities undertaken, barriers and lessons learned, maps and other relevant graphics and the deliverables and outcomes achieved. The mid-project report is due by October 31, 2020, the final report is due by April 30, 2021.

- C. Exhibit C, attached hereto and incorporated by reference, contains the Inventory Data Standards.

## PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from May 1, 2020 through April 30, 2021, unless terminated sooner as provided herein.

## AWARD

The total grant award payable to Grantee for satisfactory performance of the work under this grant agreement shall not exceed Twenty Thousand Dollars (\$20,000). Grantee's compensation for services rendered shall be based on Exhibit B, Section III – Proposal Budget Worksheet.

Funding for this grant agreement is provided by the 2016 Consolidated Payment Grant, Grant number: 2016-DG-11062765-729, CFDA #10.664: Cooperative Forestry Assistance; DNR Program Index 244, Project Code RHC

## BILLING PROCEDURES

DNR will pay Grantee upon satisfactory acceptance of each fully completed activity(s) or task(s) as approved by the DNR Grant Manager. Invoices shall be submitted to the DNR Grant Manager not more often than quarterly.

Payment will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-100728 and invoice date
- B. Organization name and contact information
- C. The (e.g., monthly fixed cost, etc.) for each (month billed, deliverable, etc.)
- D. The total number of hours worked for each employee
- E. The total amount of taxes (if any)
- F. Summary of work completed
- G. Detail of expenses
- H. Documentation for all reimbursable expenses
- I. The total invoice charge.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this grant agreement.

Special Budget Provisions

The total amount of transfers of funds between line item budget categories shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Contract Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, justification for the transfer must be submitted in writing to the Project Manager and a contract amendment completed.

**OUTREACH AND PRINTED MATERIALS**

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

*“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants.

USDA Equal Opportunity statement must be included in all publications:

*“The USDA is an equal opportunity provider and employer.”*

**GRANT MANAGEMENT**

The Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

<b>CONTRACTOR Grant Manager Information</b>	<b>AGENCY Grant Manager Information</b>
Leana Kinley City of Stevenson 7121 East Loop Rd, PO Box 371 Stevenson, WA 98648 <i>Phone : (509) 427-5970</i> <i>Email address: leana@ci.stevenson.wa.us</i>	Sydney Debien Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone: (360) 902-1324</i> <i>Email address: Sydney.Debien@dnr.wa.gov</i>
<b>CONTRACTOR Project Manager Information</b>	<b>AGENCY Project Manager Information</b>
Ben Shumaker City of Stevenson 7121 East Loop Rd, PO Box 371 Stevenson, WA 98648 <i>Phone : (509) 427-5970</i> <i>Email address: ben@ci.stevenson.wa.us</i>	Ben Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 Phone: (360) 902-1382 Email address: Ben.Thompson@dnr.wa.gov



## INSURANCE

Before using any of said rights granted herein and at its own expense, Grantee shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Grantee shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. Grantee shall also provide renewal certificates as appropriate during the term of this Agreement.

Grantee shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Grantee to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Grantee's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Grantee shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent Grantees, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Grantee shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Grantee shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Grantee waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Grantee shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Grantee waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Grantee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

### **ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Grantee's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Grantee is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Grantee waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

## **ASSURANCES**

AGENCY and the Grantee agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and rules;
2. Terms and Conditions of a grant awarded to the state from the federal government, attached as Exhibit D – Federal Terms and Conditions
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Grantee's Project Proposal Form
5. Exhibit C – Inventory Data Standards
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

## **ENTIRE AGREEMENT**

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**CONFORMANCE**

If any provision of this grant agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**APPROVAL**

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF STEVENSON**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
 Scott Anderson  
*Name*

\_\_\_\_\_  
 Mayor  
*Title*

\_\_\_\_\_  
 7121 East Loop Rd, PO Box 371  
 Stevenson, WA 98648  
*Address*

\_\_\_\_\_  
 (509) 427-5970  
*Telephone*

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
 Andy Tate  
*Name*

\_\_\_\_\_  
 Community & Landowner Assistance  
 Assistant Division Manager  
*Title*

\_\_\_\_\_  
 1111 Washington Street SE  
 Olympia, WA 98504-7037  
*Address*

\_\_\_\_\_  
 (360) 902-1798  
*Telephone*

## EXHIBIT A

### WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

#### ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

#### 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.

#### AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

#### ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

#### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

## **CONFLICT OF INTEREST**

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

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COPYRIGHT PROVISIONS**

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 the Agency. The Agency 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, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency 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, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent

fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **DEFAULT**

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

#### **DELIVERY, INSPECTION, REJECTION, CURE:**

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the contract.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Purchase Order shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Purchase Order. This right to cure terminates upon the time for performance.

#### **DEFINITIONS**

Definitions for the purposes of this solicitation include:

**AGENCY** – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

**AGENT** – Personnel authorized to act on behalf of the Agency for matters contained within.

**APPARENT SUCCESSFUL GRANTEE** – Applicant whose application provides the best value in meeting Agency needs and is selected to for an award with DNR for the proposed solution, subject to completion and execution of grant agreement.

**APPLICANT** – an individual or entity who submits an application in response to a competitive grant issued for goods and/or services by the Agency.

**APPLICATION** – a formal offer, submitted by an individual or entity, in response to this competitive grant.

**AWARD DATE** – the announcement date of the Apparent Successful Contractor.

**BUSINESS DAYS** – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

**CALENDAR DAY** – Midnight to midnight, any day of the week.

**COMPETITIVE GRANT** – a documented formal process providing an equal and open opportunity to Applicants and culminating in a selection based on predetermined criteria.

**DNR** – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

**GOODS** – products, materials, supplies, or equipment provided by a Contractor.

**GRANT AGREEMENT** – an agreement between DNR and Grantee that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

**PURCHASE** – the acquisition of goods or services, including the leasing or renting of goods.

**SERVICES** – labor, work, analysis, or similar activities provided by a Grantee to accomplish a specific scope of work.

**SUBCONTRACTOR** – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

**VENDOR** – individual, firm, organization, company or other entity offering products and/or services.

**WORKING DAY** – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

#### **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

#### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
  3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
  4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

### **DUPLICATE PAYMENT**

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

### **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS**

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Exhibit E - Contractor Certification – Worker's Rights Executive Order 18-03 Washington State Procurement of Goods & Services Contracts, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

### **FUNDING SOURCE**

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

### **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **HARASSMENT**

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:

[https://www.dnr.wa.gov/publications/em\\_PO01-007\\_harassment\\_prevention.pdf](https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf)

### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.



Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **INTERGRATION**

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however,

be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

### **PUBLICITY**

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

### **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as 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.

Contractor shall retain such records for a period of six 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 the Agency, personnel duly authorized by the Agency, 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.

### **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

### **REMEDIES:**

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:

- a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
  - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
  - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
  - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.
2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
  3. **THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE CONTRACT. FURTHERMORE, IN THE EVENT OF A TERMINATION OF THE CONTRACT, THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF GOODS DELIVERED OR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.**
  4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

#### **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### **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, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

#### **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.

#### **SITE SECURITY**

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach

in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

### **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **TERMINATION FOR CAUSE**

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency 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.

The Agency 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 the Agency 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 the Agency provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice, beginning on the second calendar day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

### **TERMINATION PROCEDURES**

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency 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.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods

delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency 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 Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. 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;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent 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 Agency has or may acquire an interest.

#### **TREATMENT OF ASSETS**

1. Title to all property furnished by the Agency shall remain in the Agency. 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 the Agency 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 the Agency 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 the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.

3. The Contractor shall be responsible for any loss or damage to property of the Agency 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.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

#### **U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### **WAIVER**

Waiver of any default or breach shall not be deemed 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 the Agency.

#### **WARRANTIES**

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B - Grantee Project Proposal Form

DNR RFA: 20-26



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

2020 Community Forestry Assistance Grant

Funds for this grant are made available through the USDA Forest Service, administered by the Department of Natural Resources (DNR) Urban and Community Forestry Program.

Section I — PROPOSAL SUMMARY

Complete all fields. The signature must be an original on a printed version of this application; scanned copies in PDF format are acceptable for electronic submissions.

Project Name (five words or less) Stevenson Public Tree Management Plan

Project GIS Coordinates (reference point latitude/longitude) 45.69402778, 121.8836111

Location (City) Stevenson Tree City USA  Y  N

Applicant Organization City of Stevenson

Daytime Phone 509-427-5970 Federal Tax I.D. Number 91-6001512

Applicant Address 7121 East Loop Road, PO Box 371

City Stevenson State WA Zip 98648

Applicant Contact Person Ben S humaker E-mail Address ben@ci.stevenson.wa.us

Brief Summary of the project and its objectives (not to exceed 5 lines of text):

This project represents a comprehensive effort to evaluate, plan for, maintain, and improve the urban forest resource on public lands in the City of Stevenson. This will occur through 1) the creation of a user-friendly inventory of individual tree resources, 2) the adoption of a management plan for issues related to those resources, 3) the training of staff on implementation of the management plan, 4) the provision of means to update the tree inventory, and 5) the identification of demonstration projects that are eligible for funding in the future.

Budget Summary (Summarize total amounts from the budget worksheet. Round to the nearest dollar.)

Table with 2 columns: Category and Amount. Rows include Grant funds requested (\$20,000), Applicant Match (\$26,358), In-Kind Match (\$1,136), Cash Match (\$), and Total project funds (\$47,494).

By signing this project proposal form, the undersigned agrees that all information is accurate to the best of their knowledge.

Scott Anderson, Mayor

Name and Title of Authorized Representative

12/12/2019

Signature of Authorized Representative

Date

## Section II — PROPOSAL NARRATIVE

*Applicants must address each item within the space provided.*

### 1. ORGANIZATIONAL COMMITMENT

*Applicants must clearly describe how the goals, purpose, mission statement, and/or guiding principles of their organization support urban forest management.*

### 2. PROJECT DESCRIPTION

*Describe the purpose of the project and include clearly defined goals.*

*Provide a timeline for the project with estimated dates of key project benchmarks. Include the required deliverables: mid- and final reports to DNR, news release, and promotional article.*



### 3. DELIVERABLES AND OUTCOMES

*Provide a bulleted list of project deliverables. Deliverables are tangible products produced throughout the duration of the project.*

- Applicant acknowledges that they are required to submit a mid-report and a final report to DNR documenting the activities undertaken, barriers and lessons learned, maps and other relevant graphics, and the deliverables and outcomes achieved.
- Applicant acknowledges that they are required to distribute a formal news release, vetted by DNR staff, and with appropriate recognition of DNR and the USDA Forest Service.
- Successful grantees acknowledge that upon project completion, they will provide a 400-500 word promotional article telling the story of their project, with references to DNR and the US Forest Service, local project partners, location, purpose, and outcomes, as well as provide 1-2 high quality images to accompany the article.

staff by...

using DNR data standards

Share inventory data with DNR

*Provide a bulleted list of expected outcome(s) for the project. Outcomes are qualitative indicators of project success.*

*Provide a bulleted list of metrics. Metrics are quantitative measures by which to evaluate project success.*

- City-wide management plan

#### **4. IMPACTS**

*Describe how this project satisfies a local need. Clearly identify anticipated benefits of the project, outline how the project will be sustained long-term, and describe the degree to which the value of expected results exceeds initial project investments of time and money.*

#### **5. UNIQUE FEATURES**

*Describe any features unique to the project. Unique features could be, but are not limited to, the following examples: innovative methods, such as new technology or techniques; new partnerships or cooperative ventures important to the success of the project; addressing environmental justice issues; community involvement in stewardship and/or advocacy activities.*

**Section III — PROPOSAL BUDGET WORKSHEET**

Project Name \_\_\_\_\_

Applicant Organization \_\_\_\_\_


EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
<b>Component:</b>					
Personnel <i>(specify)</i>					
Supplies <i>(specify)</i>					
Contractual <i>(specify)</i>					
<b>Component:</b>					
Personnel <i>(specify)</i>					
Supplies <i>(specify)</i>					
Contractual <i>(specify)</i>					
<b>TOTAL PER FUND CATEGORY</b>					

**EXHIBIT B – CERTIFICATIONS AND ASSURANCES FORM**

I/we make the following certifications and assurances as a required element of the application, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related grant agreement(s):

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. In preparing this application proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this application or prospective grant agreement, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
5. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to award, directly or indirectly to any other Applicant or to any competitor.
6. I/we agree that submission of the attached application constitutes acceptance of the RFA contents, all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition.
8. I/we grant the Agency the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the goods delivered or services rendered contemplated in this RFA.
9. I/we will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
10. If any staff member(s) who will perform work on this grant agreement has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. See Section MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION for more details. If no box is checked, DNR will assume it was the intension of the Applicant to select none of the above.
  - a. Check one of the following – my firm is:  Minority and Woman-Owned  Veteran-Owned  Small Business  None of the above.
  - b. Check one of the following – Subcontracting firm is:  Minority and Woman-Owned  Veteran-Owned  Small Business  None of the above.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that I am authorized to make these certifications and assurances on behalf of the firm listed herein.



---

SIGNATURE OF AUTHORIZED PERSON
12/12/19  
DATE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

EXHIBIT C – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' See RCW 39.26.160(2) and (4). Pursuant to legislative enactment in 2017, the Responsible Bidder Criteria include a Contractor Certification that the Contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB5301).

Request for Application Date: 8/26/2019

I hereby certify, on behalf of the firm identified below, as follows (check one):

**No Wage Violations.** This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced grant application date.

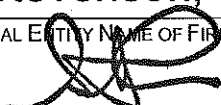
OR

**Violations of Wage Laws.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced grant application date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

City of Stevenson, Washington

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION AND/OR PROPOSAL



12/12/2019

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

Scott Anderson

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

Mayor

TITLE OF PERSON SIGNING CERTIFICATE

Skamania, Washington

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

**EXHIBIT C - Inventory Data Standards**

		Essential data	Optional data	Forest/ Natural areas	STRATUM	UFORE	Comments
<b>DATA * ref definitions below</b>							
<b>INVENTORY FEATURE CLASS</b>							** (iR) i-STREET required for minimal assessment report - use for existing inventories (iFA) i-STREET will produce a full analysis of the tree resource - new inventories
Community Name	domain	X					standard code
Date of measurement	dd/mo/yyyy	X					
Type of inventory	domain	X					sample/complete
Data collector	format TBD		X				First and Last initials
Plot ID	format TBD			X		X	auto generated-UFORE
Plot size	format TBD			X		X	
Number of trees	integer			X			
Total street miles in community	miles				X	X	for random sampling
Total land area within community	acres				X	X	for random sampling
Shrub Information	format TBD					X	
Reference objects	format TBD					X	permanent plots - objects to assist re-location
Distance to reference object	feet					X	permanent plots - objects to assist re-location
Direction to reference object	azimuth					X	permanent plots - objects to assist re-location
Tree Measurement Point	format TBD					X	permanent plots - fixed point from where trees are measured if plot center is inaccessible
Measurement unit	domain					X	standard or metric
Percent measured	percentage					X	
Percent in	percentage					X	nearest 5%
Plot Tree Cover	percentage					X	nearest 5%
Plot Shrub Cover	percentage					X	nearest 5%
Plantable Space	percentage					X	nearest 5%
Ground Cover Information	percentage					X	nearest 5%
Plot Address	format TBD					X	descriptive notes on location
Percent measured	domain					X	UFORE required data
Percent in	domain					X	UFORE required data
Plot tree cover	domain					X	UFORE required data
Plot shrub cover	domain					X	UFORE required data
<b>FIELD LOCATION</b>							
Unique Identifier/Tree ID	auto-gen	X					(iR) auto generated with city code prefix
Actual Land Use	domain	X					residential/commercial/public/industrial
Lat/Long coordinates	format TBD	X					required for integration w/ GIS - & park trees
Location rating	domain		X				CTLA based rating system
Tree Address	format TBD		X				adjacent home address, if collecting hard copy
Street Name	format TBD		X				associated with house or lot address, if collecting hard copy
Location site	domain				X		(iFA) numeric address descriptors, front/side/rear/median
Street segment	format TBD				X		(iFA) for random sampling inventories - TIGER protocol
Zone	format TBD				X		(iFA) mngmnt zone, area, or neighborhood - city specific
<b>TREE INFORMATION</b>							
City Managed	domain	X					(iFA) private vs. publicly managed
Species common/botanic	domain	X					(iR) including code for available planting sites
DBH	inches	X					(iR) actual measurement to 1/10th in
Condition	domain	X					(iFA) structural & functional health
Age Class	domain		X				class/range
Insect & Disease	domain		X				presence
Height	domain		X			X	class/range
Height to base of live crown	domain					X	UFORE required - class/range
Canopy Width	feet		X			X	amount of ground area covered by tree canopy
Number Stems	integer		X				multistemmed trees - yes/no
Assessed Value	\$\$		X				generated by spp/location/condition/size
Planting Year	mo/yyyy		X				
Percent Canopy missing	percentage					X	% not occupied by leaves
Crown Dieback	percentage					X	within crown area
Crown light exposure	domain					X	# sides of tree receiving sunlight from above
Direction to building	azimuth					X	w/in 60' of residence ≤ 3 stories
Distance to building	feet					X	ref. Above
<b>SITE DESCRIPTORS</b>							
Wire Conflict	domain		X				describe presence/interference
Infrastructure - signs, hydrants, poles	domain		X				presence/conflict
Growspace size (measure)	feet		X				for planting trees
Soils	domain		X				community specific
<b>MAINTENANCE MANAGEMENT</b>							
Hazard Rating	number		X				CTLA standard
Visibility concerns	domain		X				level of interference
Maintenance recommendation	domain		X		X	X	(iFA) routine/immediate/critical
Priority Task	domain				X	X	(iFA) specific: prune/stake/remove, etc.
Sidewalk Damage	domain				X	X	(iFA) presence/absence and level
<b>Other</b>							
Comments	field		X				
Noteworthy	domain		X				Heritage, noteworthy
<b>DEFINITIONS</b>							
<b>Essential data</b>	Pertinent to trees managed individually; street trees, individual park trees. Minimum for development of management plan.						
<b>Optional data</b>	Data that may be included for local program management requirements						
<b>Forest/natural areas</b>	Trees managed as a group						
<b>STRATUM</b>	Analysis of street trees - not all data listed is required; depends on reports desired - data updates expected summer 2009						
<b>UFORE</b>	Analysis of street trees - not all data listed is required; depends on reports desired - data updates expected summer 2009						

Award Number: 16-DG-11062765-729

## ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, WDNR a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to WDNR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by WDNR or any third party.
- C. NOTICES. Any notice given by the Forest Service or WDNR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To WDNR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. WDNR shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for WDNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify WDNR when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
    - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
    - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
    - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - (1) Associated with performance under this award; or
      - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
    - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
    - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.



4. Definitions. For purposes of this award term:
- a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity":
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### H. DRUG-FREE WORKPLACE.

1. WDNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions WDNR will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify WDNR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. WDNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
  4. WDNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after WDNR learns of the conviction.
  5. Within 30 calendar days of learning about an employee's conviction, WDNR must either
    - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
    - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

I. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

- b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- J. ELIGIBLE WORKERS. WDNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). WDNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- K. PROGRAM INCOME – FINANCIAL ASSISTANCE.
1. WDNR shall apply the standards set forth in this Provision to account for program income earned under the award.
  2. If any program income is generated as a result of this award, the income shall be applied using the addition alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
  3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
  4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
  5. Unless the terms and conditions of the award provide otherwise, WDNR shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.
- L. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).
- M. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance

accomplishments of the federal award.

WDNR shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with WDNR's final payment request, or separately, but not later than 90 days from the expiration date of the award.

N. NOTIFICATION. WDNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

O. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Q. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment. The U.S. Forest Service Program Manager must approve purchase of equipment PRIOR to purchase on the FS-1500-34, Grant Equipment Justification and Certification Statement; submit this Form as soon as equipment purchase details are known.

R. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. WDNR shall acknowledge Forest Service support in

any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- S. COPYRIGHTING. WDNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards, sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by WDNR under this award.
- Any right of copyright to which WDNR purchase(s) ownership with any federal contributions.

- T. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WDNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*“This institution is an equal opportunity provider.”*

- U. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to WDNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- V. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.
- W. DISPUTES.
1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish WDNR a written copy of the decision.
  2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, WDNR appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
  3. In order to facilitate review on the record by the Director, AQM, WDNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
  4. A decision under this provision by the Director, AQM is final.
  5. The final decision by the Director, AQM does not preclude WDNR from pursuing remedies available under the law.
- X. DEBARMENT AND SUSPENSION. WDNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WDNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- Y. INTERNATIONAL TRAVEL. When Forest Service funds are used, and no Federal, statutory exceptions apply, WDNR shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States government

issued certificate in compliance with the International Air Transportation Fair  
Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>WSP USA Inc.</b>	
Address <b>851 SW 6th Ave, Suite 1600, Portland, OR 97204</b>	Federal Aid Number
UBI Number <b>600-275-529</b>	Federal TIN <b>11-1531569</b>
Execution Date	Completion Date <b>3/31/2021</b>
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 <b>1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK</b>	
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. In 2019, the Southwest Washington Regional Transport.  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: •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 (approximately 500 feet east of the 1st and Columbia Street intersection) and vegetated curb extensions. •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 point along the new sidewalk for viewing the Columbia River Gorge. •Streetscape enhancements, including benches, bike racks, trash cans, basalt detailing, etc.	
<input checked="" type="checkbox"/> Yes <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	Maximum Amount Payable: <b>\$185,306</b>

## Index of Exhibits

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



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

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- Exhibit H      Liability Insurance Increase
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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, WA  
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 Avenue 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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. 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 lowest price available, 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 the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. 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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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

E. 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 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 acknowledgment 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.

Agreement Number:

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## 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 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 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 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. The Parties have mutually negotiated this waiver.

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, WA  
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 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 part, 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 and AGENCY 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.

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, AGREEMENTS, 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, scribbles, recordings, visual displays, photographs, minutes of meetings, 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

\_\_\_\_\_  
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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See attached Exhibit A-1 - Scope of Work

Project No.

## **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 contaminates 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

**CONTINGENCY TASKS**

A summary of contingency tasks that the CITY, at its discretion, may authorize the CONSULTANT to perform are listed below. Details of the contingency tasks and associated deliverables are stated below.

If the CITY chooses to authorize some or all the following tasks, CONSULTANT shall complete the authorized task(s) and deliverables per the schedule identified for each task. The NTP by the CITY will include the contingency task name and number and NTE dollar amount for the authorized task.

**Subtask C3.3 Legal Description and Exhibit**

Provide right-of-way (ROW) acquisition exhibits for two parcels at the intersection of 1st Street and Columbia Street. Provide legal descriptions of ROW acquisition for two parcels at the intersection of 1st Street and Columbia Street.

**Deliverable(s)**

- Up to two (2) ROW Acquisition Maps
- ROW Legal Descriptions for the acquisition

## **TASK C9.0 RIGHT-OF-WAY SERVICES (UFS)**

CONSULTANT shall provide labor, equipment and materials to acquire one property for the CITY. The CITY and CONSULTANT will provide the property owner list, maps, descriptions, and documents needed.

ROW activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington, and City policies and procedures.

### **Subtask C9.1 Preliminary Title Reports**

The number of acquisitions is based on the assumed impacts to properties adjacent to the project and does not include acquisitions for offsite wetland or storm water mitigation.

The CONSULTANT will obtain preliminary title reports for each property acquisition. Early in the design process, the CONSULTANT will review each preliminary title report for encumbrances, liens, or defects. The CONSULTANT will work with the title companies to resolve encumbrances prior to completion of appraisals.

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

- Two (2) property acquisitions will be required.

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

- Two (2) preliminary title reports

### **Subtask C9.2 Project Funding Estimate**

The CONSULTANT will complete a ROW project funding estimate in conformance with the WSDOT LAG Manual.

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

- Two (2) temporary construction easements

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

- One project funding estimate

### **Subtask C9.3 Appraisal and Appraisal Review**

The CONSULTANT will use WSDOT's approved method of preparing appraisal waivers for each temporary construction easement required based on the project funding estimate for those properties valued less than \$10,000.

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

- Two (2) appraisal waivers.

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

- Two (2) appraisal waivers

#### **Subtask C9.4 Acquisition**

The CONSULTANT will conduct negotiations of temporary construction easements, on behalf of the CITY.

CONSULTANT will compile and/or prepare all essential documents to be submitted to owners using CITY approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. UFS shall make all offers in person or by certified mail.

CONSULTANT shall provide all property owners with a complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

CONSULTANT will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document.

- Efforts to achieve amicable settlements
- Owners' suggestions for changes in plans
- Responses to owners' counterproposals, etc.

CONSULTANT will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

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

- No relocation activity is anticipated.
- The temporary construction easements will not be recorded.
- No clearing title for the temporary construction easements.

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

- Two (2) completed easement packages

#### **Subtask C9.5 Closeout and Certification**

The CONSULTANT will ensure that all ROW has been acquired in full compliance with the Uniform Act as amended, and all other applicable federal, state, and civil rights laws.

CONSULTANT shall submit a ROW Certification request to the CITY agency.

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

- CONSULTANT shall provide ROW certification request to the agency.

## **Exhibit B** **DBE Participation Plan**

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

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.

# **Exhibit C**

## **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

- Measurements will be in English units
- 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)
- Design Manual (M22.01)
- Plans Preparation Manual (M22-31.07)
- 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 Maximum Rate Table  
See attached Exhibit D-3 - Consultant Indirect Cost Rate

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

**WSPUSA Inc. Costs  
4/9/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Supv Engineer	92	X	\$71.88	= \$	6,613
2 Project/Civil Engineer II	332	X	\$44.64	= \$	14,820
3 Sr Structural Engineer	145	X	\$49.36	= \$	7,157
4 Sr CADD Designer II	75	X	\$52.22	= \$	3,917
5 Lead Engineer	12	X	\$56.75	= \$	681
6 Structural Designer/Engineer II	142	X	\$40.84	= \$	5,799
7 Lead Traffic Engineer	92	X	\$51.93	= \$	4,778
8 Nat Res Supv Enviro Scientist	48	X	\$57.85	= \$	2,777
9 Planner II	79	X	\$37.50	= \$	2,963
10 Sr Supv Planner	11	X	\$82.85	= \$	911
11 Sr Planner	36	X	\$42.92	= \$	1,545
12 Sr Landscape Architect	52	X	\$42.19	= \$	2,194
13 Sr Architect	17	X	\$44.19	= \$	751
14 Mktng Assistant III	7	X	\$30.92	= \$	216
15 Sr Supv Project Acctant	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
Universal Field Services		

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

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

**CONTINGENCY COSTS**

Klein	\$	3,065
Universal Field Services	\$	11,557

**TOTAL CONTINGENCY AMOUNT = \$ 14,622**

Prepared By:



Date: 4/9/2020

TASK DESCRIPTION	Task Number	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	Totals
DSC		\$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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>96</b>
<b>Project Management</b>	<b>1.1</b>	<b>31</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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>-</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15</b>
																	-
<b>TASK 2 - MEETINGS AND COORDINATION</b>	<b>2</b>	<b>22</b>	<b>31</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>53</b>
<b>Progress Meetings/Review Workshops</b>	<b>2.1</b>	<b>14</b>	<b>23</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16</b>
Prep		2	2														4
Attend (incl travel)		6	6														12
<b>TASK 3.0 - SURVEY</b>	<b>3</b>																<b>-</b>
See Klein & Associates Estimate																	
<b>TASK 4.0 - GEOTECHNICAL</b>	<b>4</b>																<b>-</b>
See Rhino One Estimate																	

TASK DESCRIPTION	Task Number	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	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>DSC</b>																	
<b>TASK 5.0 - ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>		-	-	-	-	-	-	-	48	79	11	36	-	17	7	-	198
	<b>Site Reconnaissance</b>								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>								8	18	1	-	-	-	1	-	28
	Kickoff Meeting									6							6
	Methods and Assumptions Memorandum								8	12	1				1		22
	<b>CE Documentation Form</b>								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>								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>								2	-	4	28	-	1	2	-	37
	EJ Matrix								2		4	28		1	2		37
	<b>ESA Compliance</b>								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	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	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	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	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	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	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
																	-
																	-
																	-
																	-



TASK DESCRIPTION	Task Number	Supv Engineer	Project/Civil Engineer II	Sr Structural Engineer	Sr CADD Designer II	Lead Engineer	Structural Designer/Engineer II	Lead Traffic Engineer	Nat Res Supv Enviro Scientist	Planner II	Sr Supv Planner	Sr Planner	Sr Landscape Architect	Sr Architect	Mkting Assistant III	Sr Supv Project Acctant	Totals
DSC		\$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 C9.0 - RIGHT-OF-WAY SERVICES  See UFS Estimate	9																-
Total		92	332	145	75	12	142	92	48	79	11	36	52	17	7	32	1172

# Exhibit D-2 - Consultant Maximum Rate Table

ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES

WSP USA Inc. 851 SW 6th Avenue, Suite 1600 Portland, OR 97204					
<b>Y-2020</b>					
Job Classification / Title	Alphanumeric Grade	Direct Labor Rate NTE*	GSO Overhead NTE 136.06%	Fixed Fee NTE** 30.0%	All Inclusive Hourly Billing Rate NTE
BILLING CLERK I	A-04	\$21.59	\$29.38	\$6.48	\$57.45
HUMAN RESOURCES ASST I	A-04	\$21.59	\$29.38	\$6.48	\$57.45
JR ACCOUNTING CLERK	A-04	\$21.59	\$29.38	\$6.48	\$57.45
RECEPTIONIST II	A-04	\$21.59	\$29.38	\$6.48	\$57.45
SR CLERK	A-04	\$21.59	\$29.38	\$6.48	\$57.45
WORD PROCESSING OPERATOR I	A-04	\$21.59	\$29.38	\$6.48	\$57.45
ACCOUNTING CLERK I	A-05	\$24.71	\$33.62	\$7.41	\$65.74
ADMIN ASST I	A-05	\$24.71	\$33.62	\$7.41	\$65.74
BILLING CLERK II	A-05	\$24.71	\$33.62	\$7.41	\$65.74
HUMAN RESOURCES ASST II	A-05	\$24.71	\$33.62	\$7.41	\$65.74
OFFICE ASST I	A-05	\$24.71	\$33.62	\$7.41	\$65.74
PAYROLL ASST I	A-05	\$24.71	\$33.62	\$7.41	\$65.74
SECRETARY I	A-05	\$24.71	\$33.62	\$7.41	\$65.74
WORD PROCESSING OPERATOR II	A-05	\$24.71	\$33.62	\$7.41	\$65.74
ACCOUNTING CLERK II	A-06	\$30.91	\$42.06	\$9.27	\$82.24
ADMIN ASST II	A-06	\$30.91	\$42.06	\$9.27	\$82.24
ADMIN SUPV I	A-06	\$30.91	\$42.06	\$9.27	\$82.24
ASST INFORMATION COORDINATOR	A-06	\$30.91	\$42.06	\$9.27	\$82.24
ASST PROJECT ADMIN	A-06	\$30.91	\$42.06	\$9.27	\$82.24
BILLER I	A-06	\$30.91	\$42.06	\$9.27	\$82.24
BILLING CLERK III	A-06	\$30.91	\$42.06	\$9.27	\$82.24
HUMAN RESOURCES ASST III	A-06	\$30.91	\$42.06	\$9.27	\$82.24
MARKETING ASSISTANT I	A-06	\$30.91	\$42.06	\$9.27	\$82.24
OFFICE ASST II	A-06	\$30.91	\$42.06	\$9.27	\$82.24
PAYROLL ASST II	A-06	\$30.91	\$42.06	\$9.27	\$82.24
SECRETARY II	A-06	\$30.91	\$42.06	\$9.27	\$82.24
SR WORD PROCESSING OPERATOR	A-06	\$30.91	\$42.06	\$9.27	\$82.24
ADMIN SUPV II	A-07	\$40.98	\$55.76	\$12.29	\$109.03
BILLER II	A-07	\$40.98	\$55.76	\$12.29	\$109.03
HUMAN RESOURCES ASST IV	A-07	\$40.98	\$55.76	\$12.29	\$109.03
INFORMATION COORDINATOR I	A-07	\$40.98	\$55.76	\$12.29	\$109.03
MARKETING ASSISTANT II	A-07	\$40.98	\$55.76	\$12.29	\$109.03
MKT COORDINATOR I	A-07	\$40.98	\$55.76	\$12.29	\$109.03
PAYROLL ASST III	A-07	\$40.98	\$55.76	\$12.29	\$109.03
PROJECT ADMIN I	A-07	\$40.98	\$55.76	\$12.29	\$109.03
PROPOSAL COORDINATOR I	A-07	\$40.98	\$55.76	\$12.29	\$109.03
SR ACCOUNTING CLERK	A-07	\$40.98	\$55.76	\$12.29	\$109.03
SR ADMIN ASST	A-07	\$40.98	\$55.76	\$12.29	\$109.03
SR OFFICE ASST	A-07	\$40.98	\$55.76	\$12.29	\$109.03
SR SECRETARY	A-07	\$40.98	\$55.76	\$12.29	\$109.03
ADMIN SUPV III	A-08	\$50.09	\$68.15	\$15.03	\$133.27
EXEC ASST I	A-08	\$50.09	\$68.15	\$15.03	\$133.27
EXEC SECRETARY	A-08	\$50.09	\$68.15	\$15.03	\$133.27
HUMAN RESOURCES COORDINATOR	A-08	\$50.09	\$68.15	\$15.03	\$133.27
INFORMATION COORDINATOR II	A-08	\$50.09	\$68.15	\$15.03	\$133.27
MARKETING ASSISTANT III	A-08	\$50.09	\$68.15	\$15.03	\$133.27
MKT COORDINATOR II	A-08	\$50.09	\$68.15	\$15.03	\$133.27
PROJECT ADMIN II	A-08	\$50.09	\$68.15	\$15.03	\$133.27
PROPOSAL COORDINATOR II	A-08	\$50.09	\$68.15	\$15.03	\$133.27
SR BILLER	A-08	\$50.09	\$68.15	\$15.03	\$133.27
SR PAYROLL ASST	A-08	\$50.09	\$68.15	\$15.03	\$133.27
EXEC ASST II	A-09	\$59.69	\$81.21	\$17.91	\$158.81
ACCOUNTANT I	P-06	\$30.91	\$42.06	\$9.27	\$82.24
EDITOR I	P-06	\$30.91	\$42.06	\$9.27	\$82.24
FINANCIAL PLANNER/ANALYST I	P-06	\$30.91	\$42.06	\$9.27	\$82.24
TECHNICAL SPECIALIST IN TRAINING	P-06	\$30.91	\$42.06	\$9.27	\$82.24
ACCOUNTANT II	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ADMIN MGR I	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASSOCIATE CONSULTANT I	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST APPLICATIONS DEVELOPER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST ARCHITECT	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST AUDITOR	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST CADD APPLICATIONS DEVELOPER	P-07	\$40.98	\$55.76	\$12.29	\$109.03

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
ASST COMMISSIONING AGENT	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST COMPUTER SYSTEMS COOR	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST CONSTRUCTION ENGINEER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST ENGINEER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST ENVIRONMENTAL ENGINEER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST ENVIRONMENTAL SCIENTIST	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST GEOLOGIST	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST INTERIOR DESIGNER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST NETWORK ADMINISTRATOR	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST OFFICE ENGINEER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST PLANNER	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST TECHNICAL SPECIALIST	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ASST TELECOMMUNICATIONS ANALYST	P-07	\$40.98	\$55.76	\$12.29	\$109.03
EDITOR II	P-07	\$40.98	\$55.76	\$12.29	\$109.03
FINANCIAL PLANNER/ANALYST II	P-07	\$40.98	\$55.76	\$12.29	\$109.03
ACCOUNTANT III	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ACCOUNTING SUPV I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ADMIN MGR II	P-08	\$50.09	\$68.15	\$15.03	\$133.27
APPLICATIONS DEVELOPER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ARCHITECT I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ASSOCIATE CONSULTANT II	P-08	\$50.09	\$68.15	\$15.03	\$133.27
AUDITOR I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
CADD APPLICATIONS DEVELOPER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
COMMISSIONING AGENT I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
COMPUTER GRAPHICS SPECIALIST III	P-08	\$50.09	\$68.15	\$15.03	\$133.27
COMPUTER SYSTEMS COORDINATOR I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
CONSTRUCTION ENGINEER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
CONTRACT ADMIN I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
DOCUMENT CONTROL COORDINATOR I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
EDITOR III	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ENGINEER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ENVIRONMENTAL ENGINEER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ENVIRONMENTAL SCIENTIST I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ESTIMATOR I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
FINANCIAL PLANNER/ANALYST III	P-08	\$50.09	\$68.15	\$15.03	\$133.27
GEOLOGIST I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
HUMAN RESOURCES ADMIN I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
INTERIOR DESIGNER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
MKT ANALYST	P-08	\$50.09	\$68.15	\$15.03	\$133.27
NETWORK ADMINISTRATOR I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
OFFICE ENGINEER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
PARTY CHIEF I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
PLANNER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
PROJECT ACCOUNTANT I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
SCHEDULER I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
SYSTEMS ANALYST I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
TECHNICAL SPECIALIST I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
TELECOMMUNICATIONS ANALYST I	P-08	\$50.09	\$68.15	\$15.03	\$133.27
ACCOUNTANT IV	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ACCOUNTING SUPV II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ADMIN MGR III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
APPLICATIONS DEVELOPER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ARCHEOLOGIST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ARCHITECT II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ASSOCIATE CONSULTANT III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ASST DATA BASE ADMIN	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ASST PROJECT CONTROL SPECIALIST	P-09	\$59.69	\$81.21	\$17.91	\$158.81
AUDITOR II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
BILLING SUPERVISOR	P-09	\$59.69	\$81.21	\$17.91	\$158.81
CADD APPLICATIONS DEVELOPER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
CADD SUPV I	P-09	\$59.69	\$81.21	\$17.91	\$158.81
COMMISSIONING AGENT II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
COMPUTER GRAPHICS SPECIALIST IV	P-09	\$59.69	\$81.21	\$17.91	\$158.81

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
COMPUTER SYSTEMS COORDINATOR II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
CONSTRUCTION ENGINEER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
CONTRACT ADMIN II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
EDITOR IV	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ENGINEER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ENVIRONMENTAL ENGINEER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ENVIRONMENTAL SCIENTIST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ESTIMATOR II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
FINANCIAL PLANNER/ANALYST IV	P-09	\$59.69	\$81.21	\$17.91	\$158.81
GEOLOGIST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
HUMAN RESOURCES ADMIN II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
INFORMATION COORDINATOR III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
INTERIOR DESIGNER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
MKT COORDINATOR III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
NETWORK ADMIN II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
OFFICE ENGINEER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PARTY CHIEF II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PAYROLL ADMINISTRATOR	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PLANNER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PROJECT ACCOUNTANT II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PROJECT ADMIN III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
PROPOSAL COORDINATOR III	P-09	\$59.69	\$81.21	\$17.91	\$158.81
SCHEDULER II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
SR MKT ANALYST	P-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPERINTENDENT II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
SYSTEMS ANALYST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
TECHNICAL SPECIALIST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
TELECOMMUNICATIONS ANALYST II	P-09	\$59.69	\$81.21	\$17.91	\$158.81
ACCOUNTING SUPV III	P-10	\$66.78	\$90.86	\$20.03	\$177.67
ADMIN MGR IV	P-10	\$66.78	\$90.86	\$20.03	\$177.67
CADD SUPV II	P-10	\$66.78	\$90.86	\$20.03	\$177.67
COMPUTER OPERATIONS MGR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
CONSULTANT I	P-10	\$66.78	\$90.86	\$20.03	\$177.67
CONTRACT ADMIN III	P-10	\$66.78	\$90.86	\$20.03	\$177.67
DATA BASE ADMIN	P-10	\$66.78	\$90.86	\$20.03	\$177.67
HUMAN RESOURCES ADMIN III	P-10	\$66.78	\$90.86	\$20.03	\$177.67
MKT SPECIALIST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
PAYROLL SUPV	P-10	\$66.78	\$90.86	\$20.03	\$177.67
PROJECT ADMIN IV	P-10	\$66.78	\$90.86	\$20.03	\$177.67
PROJECT CONTROL SPECIALIST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ACCOUNTANT	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR APPLICATIONS DEVELOPER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ARCHITECT	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR AUDITOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR CADD APPLICATIONS DEVELOPER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR COMMISSIONING AGENT	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR COMPUTER GRAPHICS SPECIALIST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR COMPUTER SYSTEMS COOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR CONSTRUCTION ENGINEER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR EDITOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ENGINEER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ENVIRONMENTAL ENGINEER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ENVIRONMENTAL SCIENTIST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR ESTIMATOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR FINANCIAL PLANNER/ANALYST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR GEOLOGIST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR INFORMATION COORDINATOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR INTERIOR DESIGNER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR MKT COORDINATOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR NETWORK ADMINISTRATOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR OFFICE ENGINEER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR PARTY CHIEF	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR PLANNER	P-10	\$66.78	\$90.86	\$20.03	\$177.67

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
SR PROJECT ACCOUNTANT	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR PROPOSAL COORDINATOR	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SCHEDULER	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SUPERINTENDENT	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SYSTEMS ANALYST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SR TELECOMMUNICATIONS ANALYST	P-10	\$66.78	\$90.86	\$20.03	\$177.67
SUPV MKT/BUSINESS SVC	P-10	\$66.78	\$90.86	\$20.03	\$177.67
TECHNICAL SPECIALIST III	P-10	\$66.78	\$90.86	\$20.03	\$177.67
ASST MGR ENGINEERING SUPPORT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
ASST MGR PROGRAM DEV	P-11	\$77.91	\$106.00	\$23.37	\$207.28
ASST MGR SYSTEMS DEV	P-11	\$77.91	\$106.00	\$23.37	\$207.28
ASST MGR TELECOMMUNICATIONS	P-11	\$77.91	\$106.00	\$23.37	\$207.28
BILLING MANAGER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
CADD MGR I	P-11	\$77.91	\$106.00	\$23.37	\$207.28
CONSULTANT II	P-11	\$77.91	\$106.00	\$23.37	\$207.28
HUMAN RESOURCE MGR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ACCOUNTANT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD APPLICATIONS DEVELOPER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ARCHITECT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD AUDITOR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD COMMISSIONING AGENT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD COMPUTER GRAPHICS SPEC	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD COMPUTER SYSTEMS COOR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD CONSTRUCTION ENGINEER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ENGINEER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ENVIRONMENTAL ENGINEER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ENVIRONMENTAL SCIENTIST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD ESTIMATOR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD FINANCIAL PLANNER/ANALYST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD GEOLOGIST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD INTERIOR DESIGNER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD NETWORK ADMINISTRATOR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD PARTY CHIEF	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD PLANNER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD SCHEDULER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD SUPERINTENDENT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD SYSTEMS ANALYST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
LEAD TELECOMMUNICATIONS ANALYST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
MGR BUSINESS DEV SUP	P-11	\$77.91	\$106.00	\$23.37	\$207.28
MGR MKT/BUSINESS SVC	P-11	\$77.91	\$106.00	\$23.37	\$207.28
PAYROLL MANAGER	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR ADMIN MGR	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR CONTRACT ADMIN	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR DATA BASE ADMIN	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR HUMAN RESOURCES ADMIN	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR PROJECT ADMIN	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR PROJECT CONTROL SPECIALIST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR SUPV MKT/BUSINESS SVC	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SR TECHNICAL SPECIALIST	P-11	\$77.91	\$106.00	\$23.37	\$207.28
SUPV PROJECT ACCOUNTANT	P-11	\$77.91	\$106.00	\$23.37	\$207.28
APPLICATIONS DEVELOPER SPEC	P-12	\$93.49	\$127.20	\$28.05	\$248.74
AREA MGR I	P-12	\$93.49	\$127.20	\$28.05	\$248.74
AUDIT SUPV	P-12	\$93.49	\$127.20	\$28.05	\$248.74
CADD MGR II	P-12	\$93.49	\$127.20	\$28.05	\$248.74
COMPUTER SYSTEMS SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
CONSULTANT III	P-12	\$93.49	\$127.20	\$28.05	\$248.74
ENVIRONMENTAL HEALTH AND SAFETY MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
FINANCIAL PLANNER SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR APPLICATIONS SUPPORT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR ENGINEERING/TECHNICAL SUPP	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR GENERAL ACCOUNTING	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR PROGRAM DEV	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR PROGRAM SYSTEMS DEV	P-12	\$93.49	\$127.20	\$28.05	\$248.74

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
MGR PROJECT CONTROL	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR SYSTEMS DEV	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MGR TELECOMMUNICATIONS	P-12	\$93.49	\$127.20	\$28.05	\$248.74
MKT MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
NETWORK ADMIN SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
OPERATIONS MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
PRIN ENGINEER	P-12	\$93.49	\$127.20	\$28.05	\$248.74
PRIN TECHNICAL SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
PURCHASING MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SAFETY MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SR ASSOCIATE COUNSEL I	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SR HUMAN RESOURCES MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SR SUPV ACCOUNTANT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SR SUPV PROJECT ACCOUNTANT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ADMIN MGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ARCHAEOLOGIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ARCHITECT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV COMMISSIONING AGENT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV CONSTRUCTION ENGINEER	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV CONTRACT ADMINISTRAT	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ENGINEER	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ENVIRONMENTAL ENGR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ENVIRONMENTAL SCIENTIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV ESTIMATOR	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV GEOLOGIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV PLANNER	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV PROJECT CONTROL SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SUPV SCHEDULER	P-12	\$93.49	\$127.20	\$28.05	\$248.74
SYSTEMS SPECIALIST	P-12	\$93.49	\$127.20	\$28.05	\$248.74
AREA MGR II	P-13	\$104.09	\$141.62	\$31.23	\$276.94
ASST CONTROLLER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
CADD MGR III	P-13	\$104.09	\$141.62	\$31.23	\$276.94
DEPUTY REGIONAL MGR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
ENGINEERING MGR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
INTERNAL AUDIT MGR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR BUSINESS DEV	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR CONTRACTS & ADMIN	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR FINANCIAL OPERATIONS	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR FINANCIAL PLANNING	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR SYSTEMS APPLICATIONS	P-13	\$104.09	\$141.62	\$31.23	\$276.94
MGR TECHNICAL SERVICES	P-13	\$104.09	\$141.62	\$31.23	\$276.94
PRINCIPAL CONSULTANT I	P-13	\$104.09	\$141.62	\$31.23	\$276.94
PROJECT ACCOUNTING OPERATIONS MANAGER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
REGIONAL MGR PBCS	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR APPLICATIONS DEVELOPER SPEC	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR ASSOCIATE COUNSEL II	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR COMPUTER SYSTEMS SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR APPLICATIONS DEV	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR ENGINEERING/TECH SUPP	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR INFORMATION TECHNOLOGY	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR MKT/BUSINESS SVC	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR SYSTEMS DEV	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MGR TELECOMMUNICATIONS	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR MKT MGR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR NETWORK ADMIN SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR PRIN ENGINEER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR PRIN TECHNICAL SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR PROJECT CONTROL MANAGER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV ADMIN MGR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV ARCHITECT	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV COMMISSIONING AGENT	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV CONSTRUCTION ENGINEER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV ENGINEER	P-13	\$104.09	\$141.62	\$31.23	\$276.94

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
SR SUPV ENVIRONMENTAL ENGINEER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV ENVIRONMENTAL SCIENTIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV ESTIMATOR	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV GEOLOGIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV HUMAN RESOURCES MANAGER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV PLANNER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV PROJ CONTROL SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SUPV SCHEDULER	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR SYSTEMS SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
SR TELECOMMUNICATIONS SPECIALIST	P-13	\$104.09	\$141.62	\$31.23	\$276.94
AO PRINC SPECIALIST ADMIN	P-14	\$133.86	\$182.13	\$40.16	\$356.15
ASST TO CEO	P-14	\$133.86	\$182.13	\$40.16	\$356.15
ASST TO OPERATING CO PRESIDENT	P-14	\$133.86	\$182.13	\$40.16	\$356.15
BUSINESS DEVELOPMENT MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
BUSINESS MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
CLIENT RELATIONS MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
CONTROLLER (CORPORATE)	P-14	\$133.86	\$182.13	\$40.16	\$356.15
DESIGN MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
DIR HUMAN RESOURCES	P-14	\$133.86	\$182.13	\$40.16	\$356.15
DIR INFORMATION SERVICES	P-14	\$133.86	\$182.13	\$40.16	\$356.15
DIR MKT/BUSINESS SVC	P-14	\$133.86	\$182.13	\$40.16	\$356.15
DIR OF INTERNAL AUDIT	P-14	\$133.86	\$182.13	\$40.16	\$356.15
ENVIRONMENTAL MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
FINANCE MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
MANAGER OF GOVERNMENT RELATIONS	P-14	\$133.86	\$182.13	\$40.16	\$356.15
MANAGER OF SAFETY	P-14	\$133.86	\$182.13	\$40.16	\$356.15
MGR OF OPERATIONS	P-14	\$133.86	\$182.13	\$40.16	\$356.15
OPERATIONS MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
PLANNING MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
PRINCIPAL CONSULTANT II	P-14	\$133.86	\$182.13	\$40.16	\$356.15
REGIONAL BUSINESS MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
REGIONAL MGR PBCS	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SENIOR LOCAL BUSINESS EXECUTIVE	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR ARCHITECTURAL MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR AREA MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR ASSOCIATE COUNSEL III	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR CONSTRUCTION ENGINEERING MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR ENGINEERING MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR MGR BUSINESS DEV	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR MGR CORPORATE COMMUNICATIONS	P-14	\$133.86	\$182.13	\$40.16	\$356.15
SR PLANNING MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
STAFF MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
TECHICAL RESOURCE CENTER MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
TECHNICAL MGR	P-14	\$133.86	\$182.13	\$40.16	\$356.15
TECHNICAL RESOURCE CENTER MANAGER	P-14	\$133.86	\$182.13	\$40.16	\$356.15
TREASURER (CORPORATE)	P-14	\$133.86	\$182.13	\$40.16	\$356.15
BUSINESS MANAGER	P-15	\$163.30	\$222.19	\$48.99	\$434.48
CLIENT RELATIONS MANAGER II	P-15	\$163.30	\$222.19	\$48.99	\$434.48
CLIENT RELATIONS MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
CONSTRUCTION MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
CONSTRUCTION SERVICE MANAGER	P-15	\$163.30	\$222.19	\$48.99	\$434.48
DISTRICT MANAGER	P-15	\$163.30	\$222.19	\$48.99	\$434.48
MANAGER OF IT	P-15	\$163.30	\$222.19	\$48.99	\$434.48
MANAGER OF PROJECTS	P-15	\$163.30	\$222.19	\$48.99	\$434.48
MANAGER OF PROJECTS	P-15	\$163.30	\$222.19	\$48.99	\$434.48
PRESIDENT (SUB)	P-15	\$163.30	\$222.19	\$48.99	\$434.48
PRINCIPAL AREA MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
PRINCIPAL CONSULTANT III	P-15	\$163.30	\$222.19	\$48.99	\$434.48
REGIONAL MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
REGIONAL MGR PBCS	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SEVICE LINE DIRECTOR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR AREA MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR ASSOCIATE COUNSEL IV	P-15	\$163.30	\$222.19	\$48.99	\$434.48

**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

**WSP USA Inc.**  
**851 SW 6th Avenue, Suite 1600**  
**Portland, OR 97204**

**Y-2020**

<b>Job Classification / Title</b>	<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE*</b>	<b>GSO Overhead NTE 136.06%</b>	<b>Fixed Fee NTE** 30.0%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
SR MGR (SUB)	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR MGR OF GOVERNMENT RELATIONS	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR REGIONAL BUSINESS MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR STAFF MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
SR TECHNICAL MGR	P-15	\$163.30	\$222.19	\$48.99	\$434.48
BUSINESS MANAGER II	P-16	\$207.41	\$282.20	\$62.22	\$551.83
CHRMN PBQD/DEPUTY DIR CORP DEVEL	P-16	\$207.41	\$282.20	\$62.22	\$551.83
DIRECTOR OF ADMINISTRATION	P-16	\$207.41	\$282.20	\$62.22	\$551.83
DISTRICT MANAGER	P-16	\$207.41	\$282.20	\$62.22	\$551.83
EXEC TECHNICAL MGR	P-16	\$207.41	\$282.20	\$62.22	\$551.83
PRINCIPAL REGIONAL BUSINESS MGR	P-16	\$207.41	\$282.20	\$62.22	\$551.83
PRINCIPAL STAFF MGR	P-16	\$207.41	\$282.20	\$62.22	\$551.83
SERVICE LINE DIRECTOR	P-16	\$207.41	\$282.20	\$62.22	\$551.83
SR PRINCIPAL CONSULTANT	P-16	\$207.41	\$282.20	\$62.22	\$551.83
SR REGIONAL MGR	P-16	\$207.41	\$282.20	\$62.22	\$551.83
SUBSIDIARY PRESIDENT	P-16	\$207.41	\$282.20	\$62.22	\$551.83
ASST TECHNICIAN I	T-04	\$21.59	\$29.38	\$6.48	\$57.45
CHAINMAN I	T-04	\$21.59	\$29.38	\$6.48	\$57.45
DRAFTER I	T-04	\$21.59	\$29.38	\$6.48	\$57.45
ENGINEERING AIDE II	T-04	\$21.59	\$29.38	\$6.48	\$57.45
INSPECTOR AIDE II	T-04	\$21.59	\$29.38	\$6.48	\$57.45
OPERATIONS/MAINTENANCE TECH III	T-04	\$21.59	\$29.38	\$6.48	\$57.45
SURVEYOR I	T-04	\$21.59	\$29.38	\$6.48	\$57.45
ASST INSPECTOR	T-05	\$24.71	\$33.62	\$7.41	\$65.74
ASST SYSTEMS OPERATOR	T-05	\$24.71	\$33.62	\$7.41	\$65.74
ASST TECHNICIAN II	T-05	\$24.71	\$33.62	\$7.41	\$65.74
CADD DESIGNER I	T-05	\$24.71	\$33.62	\$7.41	\$65.74
CADD OPERATOR I	T-05	\$24.71	\$33.62	\$7.41	\$65.74
CHAINMAN II	T-05	\$24.71	\$33.62	\$7.41	\$65.74
DRAFTER II	T-05	\$24.71	\$33.62	\$7.41	\$65.74
ENGINEERING AIDE III	T-05	\$24.71	\$33.62	\$7.41	\$65.74
INTERN I	T-05	\$24.71	\$33.62	\$7.41	\$65.74
SR OPERATIONS/MAINTENANCE TECH	T-05	\$24.71	\$33.62	\$7.41	\$65.74
SURVEYOR II	T-05	\$24.71	\$33.62	\$7.41	\$65.74
CADD DESIGNER II	T-06	\$30.91	\$42.06	\$9.27	\$82.24
CADD OPERATOR II	T-06	\$30.91	\$42.06	\$9.27	\$82.24
CHAINMAN III	T-06	\$30.91	\$42.06	\$9.27	\$82.24
COMPUTER GRAPHICS SPECIALIST I	T-06	\$30.91	\$42.06	\$9.27	\$82.24
CONSTRUCTION COORDINATOR I	T-06	\$30.91	\$42.06	\$9.27	\$82.24
DRAFTER III	T-06	\$30.91	\$42.06	\$9.27	\$82.24
ENGR IN TRAINING	T-06	\$30.91	\$42.06	\$9.27	\$82.24
INSPECTOR I	T-06	\$30.91	\$42.06	\$9.27	\$82.24
INTERN II	T-06	\$30.91	\$42.06	\$9.27	\$82.24
LEAD OPERATIONS/MAINTENANCE TECH	T-06	\$30.91	\$42.06	\$9.27	\$82.24
PLANNER IN TRAINING	T-06	\$30.91	\$42.06	\$9.27	\$82.24
SURVEYOR III	T-06	\$30.91	\$42.06	\$9.27	\$82.24
SYSTEMS OPERATOR I	T-06	\$30.91	\$42.06	\$9.27	\$82.24
TECHNICIAN I	T-06	\$30.91	\$42.06	\$9.27	\$82.24
ASST SYSTEMS ANALYST	T-07	\$40.98	\$55.76	\$12.29	\$109.03
CADD DESIGNER III	T-07	\$40.98	\$55.76	\$12.29	\$109.03
CADD OPERATOR III	T-07	\$40.98	\$55.76	\$12.29	\$109.03
COMPUTER GRAPHICS SPECIALIST II	T-07	\$40.98	\$55.76	\$12.29	\$109.03
CONSTRUCTION COORDINATOR II	T-07	\$40.98	\$55.76	\$12.29	\$109.03
INSPECTOR II	T-07	\$40.98	\$55.76	\$12.29	\$109.03
INSTRUMENT OPERATOR I	T-07	\$40.98	\$55.76	\$12.29	\$109.03
SR DRAFTER	T-07	\$40.98	\$55.76	\$12.29	\$109.03
SR SURVEYOR	T-07	\$40.98	\$55.76	\$12.29	\$109.03
SYSTEMS OPERATOR II	T-07	\$40.98	\$55.76	\$12.29	\$109.03
TECHNICIAN II	T-07	\$40.98	\$55.76	\$12.29	\$109.03
INSTRUMENT OPERATOR II	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SR CADD DESIGNER I	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SR CADD OPERATOR I	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SR CONSTRUCTION COORDINATOR	T-08	\$50.09	\$68.15	\$15.03	\$133.27



**ACTUALS NOT TO EXCEED TABLE (ANTE) - GSO RATES**

<b>WSP USA Inc.</b> <b>851 SW 6th Avenue, Suite 1600</b> <b>Portland, OR 97204</b>					
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**Y-2020**

Job Classification / Title	Alphanumeric Grade	Direct Labor Rate NTE*	GSO Overhead NTE <b>136.06%</b>	Fixed Fee NTE** <b>30.0%</b>	All Inclusive Hourly Billing Rate NTE
SR INSPECTOR	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SR TECHNICIAN	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SUPV CADD OPERATOR	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SUPV DRAFTER	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SYSTEMS OPERATOR III	T-08	\$50.09	\$68.15	\$15.03	\$133.27
SR CADD DESIGNER II	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SR CADD OPERATOR II	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SR SUPV DRAFTER	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SR SYSTEMS OPERATOR	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPERVISING SURVEYOR	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPV COMPUTER OPERATIONS	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPV CONSTRUCTION COORDINATOR	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPV INSPECTOR	T-09	\$59.69	\$81.21	\$17.91	\$158.81
SUPV TECHNICIAN	T-09	\$59.69	\$81.21	\$17.91	\$158.81
PRIN TECHNICIAN	T-10	\$66.78	\$90.86	\$20.03	\$177.67
SR CADD DESIGNER III	T-10	\$66.78	\$90.86	\$20.03	\$177.67
SR CADD OPERATOR III	T-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SUPERVISING SURVEYOR	T-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SUPV CONSTRUCTION COORDINATOR	T-10	\$66.78	\$90.86	\$20.03	\$177.67
SR SUPV INSPECTOR	T-10	\$66.78	\$90.86	\$20.03	\$177.67
PRIN SUPV CONSTRUCTION COORD	T-11	\$77.91	\$106.00	\$23.37	\$207.28
PRINCIPAL SUPERVISING SURVEYOR	T-11	\$77.91	\$106.00	\$23.37	\$207.28
PRINCIPAL SUPV INSPECTOR	T-11	\$77.91	\$106.00	\$23.37	\$207.28

\* Note: Escalation shall NOT be included.

\*\* Actual fee to be negotiated



## Exhibit D-3 - 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 Maximum Rate Table
- See attached Exhibit E-3 - 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 DESCRIPTION	Task Number	Principal Geotechnical Engineer	Staff Engineer	Staff Engineer	Staff Geologist	CAD	Totals
DSC							
TASK 1 - PROJECT MANAGEMENT	1	4	-	-	-	-	4
Site Walk Through	1.3	4					
TASK 4 - Geotechnical Investigation	4	18	44	-	38	12	112
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
							-
							-
							-
							-
							-
							-
Total		22	44		38	12	112

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

**Klein Costs  
4/8/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior PLS	10	X	\$130.00	= \$	1,300
2 Project Manager	16	X	\$120.00	= \$	1,920
3 LSIT	12	X	\$95.00	= \$	1,140
4 Tech- Survey	4	X	\$110.00	= \$	440
5 Senior Draftsman	30	X	\$95.00	= \$	2,850
6 2 person field crew	40	X	\$200.00	= \$	8,000
7 Management/Administration	<u>2</u>	X	\$65.00	= \$	<u>130</u>
<b>Total Hours</b>	<b>114</b>		<b>Subtotal Direct Salary Costs (DSC) = \$</b>		<b>15,780</b>

**TOTAL SALARY COSTS = \$ 15,780**

**DIRECT NONSALARY COSTS (DNSC)**

Research right-of-way, survey and deed copies,	\$	70
	\$	-
<b>TOTAL REIMBURSABLE EXPENSES (DNSC) = \$</b>		<b>70</b>

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

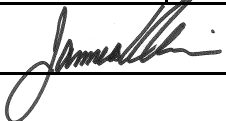
**CONTINGENCY**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior PLS	4	X	\$130.00	= \$	520
2 Project Manager	8	X	\$120.00	= \$	960
3 LSIT	6	X	\$95.00	= \$	570
4 Tech- Survey	0	X	\$110.00	= \$	-
5 Senior Draftsman	10	X	\$95.00	= \$	950
6 2 person field crew	0	X	\$200.00	= \$	-
7 Management/Administration	<u>1</u>	X	\$65.00	= \$	<u>65</u>
<b>Total Hours</b>	<b>29</b>		<b>Subtotal Direct Salary Costs (DSC) = \$</b>		<b>3,065</b>

**TOTAL CONTINGENCY AMOUNT = \$ 3,065**

Prepared By:



Date: 4/09/2020

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

Klein Hours  
 4/8/2020

TASK DESCRIPTION	Task Number	Senior PLS	Project Manager	LSIT	Tech - Survey	Senior Draftsman	2 Person Field Crew	Management/ Administration	Totals
		\$130.00	\$120.00	\$95.00	\$110.00	\$95.00	\$200.00	\$65.00	
	DSC								
<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>
Site Walk Through	1.3	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>
Task 3.1 - Right-of-Way Determination Conduct surveying research, field locate Right-of-Way monuments along with monuments of record, compute Right-of-Way	3.1	1	5	2		4	8		20
Task 3.2 - Topographic Survey Mapping services, and prepare base map	3.2	2	5	5	4	16	30	1	63
Task 3.3 - WSDOT ROW Map	3.3	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>
<b>CONTINGENCY TASK(S)</b>		<u>4</u>	<u>8</u>	<u>6</u>	<u>-</u>	<u>10</u>	<u>-</u>	<u>1</u>	<u>29</u>
Task C3.4 - Legal Descriptions and Exhibits	C3.4	4	8	6		10		1	29
<b>Total</b>		<b>4</b>	<b>8</b>	<b>6</b>		<b>10</b>		<b>1</b>	<b><u>29</u></b>

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

**UFS Costs  
4/8/2020**

**CONTINGENCY**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	22	X	\$50.20	= \$	1,104
2 Regional Manager	0	X	\$0.00	= \$	-
3 Sr. Right of Way Agent	56	X	\$35.00	= \$	1,960
4 Sr. Title Specialist	<u>8</u>	X	\$27.50	= \$	<u>220</u>

Total Hours Subtotal Direct Salary Costs (DSC) = \$ **3,284**

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

Subtotal (DSC + SE) = \$ **3,284**

Overhead (OH) **49.10%** of (DSC + SE) = \$ **1,613**

Fixed Fee (FF) **30%** of (DSC + SE) = \$ **985**

**TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 5,882**

**DIRECT NONSALARY COSTS (DNCS)**

Project Funding Estimate - Appraiser	1	each @	4000	\$	4,000
Mileage	500	miles @	\$ 0.575	\$	288
Miscellaneous Expendables (photographs, equip rental, etc)				\$	<u>1,387</u>

**TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 5,675**

**TOTAL CONTINGENCY AMOUNT = \$ 11,557**

Prepared By:

*Scott Henrich*

Date:

4/9/20



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

UFS Hours  
 4/8/2020

TASK DESCRIPTION	Task Number	Project Manager	Regional Manager	Senior Right-of-Way Agent	Senior Title Specialist	Totals
DSC		\$50.20		\$35.00	\$27.50	
<b>CONTINGENCY TASK(S)</b>						
<b>TASK C9 - RIGHT-OF-WAY SERVICES</b>	<b>C9</b>	<b>22</b>	<b>-</b>	<b>56</b>	<b>8</b>	<b>86</b>
Preliminary Title Reports	C9.1				8	8
Project Funding Estimate	C9.2	4				4
Appraisal and Appraisal Review	C9.3	4				4
Acquisition	C9.4	12		56		68
Closeout and Certification	C9.5	2				2
<b>Total</b>		<b>22</b>		<b>56</b>	<b>8</b>	<b>86</b>

**FEE SCHEDULE**  
**AUDITED COST PLUS**  
**Rhino One LLC**  
 4610 NE 77th Avenue Suite 126  
 Vancouver, WA 98662

Exhibit E-2 - Subconsultant Maximum Rate Table

**Y-11949**

**Southwest Region Engineering Services**

**Actuals Not to Exceed Table (ANTE)**

JOB CLASSIFICATIONS	Direct Labor Rate	Overhead 0.00%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal Geotechnical Engineer	\$62.50	\$68.75	\$18.75	\$150.00
Staff Engineer	\$37.50	\$41.25	\$11.25	\$90.00
Staff Geologist	\$40.00	\$44.00	\$12.00	\$96.00
CAD	\$29.50	\$32.45	\$8.85	\$70.80
Administrative	\$25.00	\$27.50	\$7.50	\$60.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Negotiated Overhead Rate: 110.00% of Direct Labor  
 Negotiated Fee Rate: 30.00% of Direct Labor  
**Total 140.00% of Direct Labor**

**Exhibit E-2 - Subconsultant Maximum Rate Table**  
 Klein & Associates, Inc.  
 City of Stevenson - 1st. Street Pedestrian amenities and overlook  
 Negotiated Hourly Rate Contract  
 Maximum Billing Rates Not to Exceed Table

<b>Engr Grade</b>	<b>Job Classification</b>	<b>Direct Labor Rate</b>	<b>Overhead</b>	<b>Fixed Fee 30.00%</b>	<b>Maximum All inclusive Hourly Billing Rate Maximum</b>
	Officer-Project Executive & Project Manager on this				
IX	project	\$111.00		\$33.30	\$144.30
VIII	Senior Project Manager	\$107.00		\$32.10	\$139.10
VIII	Project Manager	\$87.00		\$26.10	\$113.10
	Project Surveyor	\$62.00		\$18.60	\$80.60
	Survey Chief of Parties	\$50.00		\$15.00	\$65.00
	Survey Crew	\$36.00		\$10.80	\$46.80
	Geomatics Technician	\$50.00		\$15.00	\$65.00
	CAD Operator	\$56.00		\$16.80	\$72.80
	Designer V	\$60.00		\$18.00	\$78.00
	Designer IV	\$58.00		\$17.40	\$75.40

**Exhibit E-2 - Subconsultant Maximum Rate Table**

**EXHIBIT A**

**Part 3 of 3**

**CORPORATIONS**

**FOR UNIT PRICE ESTIMATES**

**BREAKDOWN OF BILLING RATES AND  
DIRECT NON-LABOR COSTS**

**UNIVERSAL FIELD SERVICES**

**Universal Field Services  
2020**

BILLING RATES

Personnel/Classification	Pay Rate	Overhead 49.10%	Fee 26.000%	Billing Rate
Corporate Oversight	\$ - \$ 68.00	\$ - \$ 33.39	\$ - \$ 26.36	\$ - \$ 127.75
Project Manager	\$ - \$ 50.20	\$ - \$ 24.65	\$ - \$ 19.46	\$ - \$ 94.31
Sr. Relocation Agent	\$ - \$ 40.00	\$ - \$ 20.62	\$ - \$ 16.28	\$ - \$ 78.90
Sr. Acquisition Agent	\$ - \$ 35.00	\$ - \$ 17.19	\$ - \$ 13.57	\$ - \$ 65.75
Acquisition Agent	\$ - \$ 30.00	\$ - \$ 14.73	\$ - \$ 11.63	\$ - \$ 56.36
Sr. Title Specialist	\$ - \$ 27.50	\$ - \$ 13.50	\$ - \$ 10.66	\$ - \$ 51.66

\* Actual Billing Rates will be based upon the actual rate of pay paid to the specific employee performing the work

DIRECT NON-LABOR COSTS

Travel at current IRS rate

Exhibit E-3 - Subconsultant Indirect Cost Rate



Washington State  
Department of Transportation

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

October 11, 2016

Rajiv Ali, Owner  
Rhino One, LLC  
4610 NE 77<sup>th</sup> Street, #126  
Vancouver, WA 98662-6790

Re: Rhino One, LLC  
Safe Harbor Indirect Cost Rate

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 have completed our risk assessment for Rhino One, LLC. 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, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

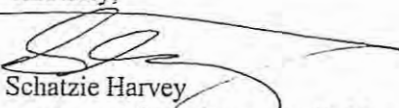
We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One. The Safe Harbor rate is effective on October 10, 2016.

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. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. 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 me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

  
Schatzie Harvey  
Agreement Compliance Audit Manager

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



### Exhibit E-3 - Subconsultant Indirect Cost Rate

Klein & Associates, Inc.  
Negotiated Hourly Rate Contract  
Effective 4/09/2020

#### **DIRECT LABOR COSTS**

Project Role	Billing Rate/hr
Senior PLS	\$130.00
Project Manager	\$120.00
LSIT	\$95.00
Tech - Survey	\$110.00
Senior Draftsman	\$95.00
2 person Field Crew	\$200.00
Management/Administration	\$65.00

#### **DIRECT NON LABOR COSTS**

Approved mileage, airfare, meals, and lodging shall be billed in accordance with Exhibit B of the PA/ATA/Contract.

Other Direct Costs (ODC's): Special equipment charges, outside rental of equipment, trade

services (flagging, borings, etc.), outside lab tests, etc., must be billed at cost and must be approved in the WOC/Contract. Charges for in-house equipment must be based on the actual cost (using a calculation method acceptable to Agency) rather than market rates and may include costs for maintenance, repair, calibration, etc. For example, an acceptable calculation method for current year rates is to calculate the total costs in previous year for each piece of equipment divided by the number of days each respective piece of equipment was charged to various jobs in that year. Equipment that is depreciated in O/H each year with appropriate adjustments).

Submit to Agency a Direct Non-Labor Costs Schedule to list any ODC items. Provide annual updates of the schedule to reflect depreciation and the current calculation of the actual cost basis. After the schedule is approved by agency it will be maintained on file. Equipment rates lower than the daily rates approved on the schedule may be negotiated WOCs/Contracts with extensive use of the equipment.

The allowability of costs is dependent upon the standards of the Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures:.

**The following apply to this billing rate schedule:**

\*The firm has not established an Overhead rate or does not have an ODOT - accepted Overhead rate. The billing rates listed on this schedule are inclusive of all costs, profit, and overhead.

\* The billing and direct non-labor rates charged to Agency projects shall be no greater than the lowest rates charged to other public or private clients, up to the rates listed above for each classification.

**Certified by: James Klein**

**Title: Co-Principal**





**Exhibit E-3 - Subconsultant Indirect Cost Rate**

March 11, 2019

Universal Field Services, Inc.  
6737 S. 85<sup>th</sup> East Avenue  
Tulsa, OK 74133

Subject: Acceptance FYE 2018 ICR – Cognizant Review

Dear Mitch Legal:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 49.10% based on the “Cognizant Review” from Oklahoma Department of Transportation. 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.

Any other entity contracting with your 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**  
**Mar 12 2019 4:37 PM**

cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:mya

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.

# **Exhibit G**

## **Certification Document**

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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

\_\_\_\_\_

whose address is

\_\_\_\_\_

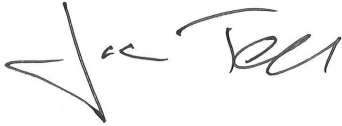
and that neither the above firm nor I have

- 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 \_\_\_\_\_

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.

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



4/10/2020

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

\_\_\_\_\_  
Date

## 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 statues 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; an
  - 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.

---

Consultant (Firm Name)

4/10/2020

  
Signature (Authorized Official of Consultant)

Date

## 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.

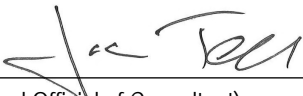
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require 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.

---

Consultant (Firm Name)

4/10/2020



---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification 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 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 \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

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: \_\_\_\_\_

  
\_\_\_\_\_  
Signature Title

Date of Execution 4/10/2020 \_\_\_\_\_\*\*\*

\*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.

# **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 \$ \_\_\_\_\_ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

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: \$ \_\_\_\_\_.

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



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has 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**

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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) total a \$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 associate 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

**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:

"I have a Land Division Septic application for a 4 lot short plat. I went out and did the review, but it was so wet on the lower lots I told Mr. Johnson we should let things dry out and then see what it looks like. If he plans to add a 5th lot, he can dig those test pits, provide me with an updated map and I will coordinate with him on that. Typically my site evaluation needs to be completed before final plat approval. As for water, are these lots on public water? If not, we do require the wells to be drilled on subdivisions prior to approval."

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**

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- 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

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- 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



# Applications Status Report

For Permit Type: CS-RES-DUP  
 Submitted 01/01/2019 through 04/08/2020

Report run on: 04/08/2020 03:07 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>
CS-19-078	CS-RES-DUP	03073634710100	APPROVED	03/23/2020	MCKENZIE, BRIAN & ASHLEIGH	GORGE CONSTRUCTION
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-19-079	CS-RES-DUP	03073634630000	APPROVED	03/23/2020	MCKENZIE, BRIAN & ASHLEIGH	GORGE CONSTRUCTION
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			





# Applications Status Report

For Permit Type: CS-RES-SFR  
 Submitted 01/01/2019 through 04/08/2020

Report run on: 04/08/2020 03:07 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>
CS-19-093	CS-RES-SFR	02070110160200	APPROVED	02/20/2020	STREICH, JEFFREY J & LINDSAY J	LEAVITT BROTHERS CONSULTING LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-002	CS-RES-SFR	03073544100100	READY TO ISSUE	03/11/2020	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-20-005	CS-RES-SFR	03073544102300	APPROVED	03/02/2020	BEAUDOIN, MICHAEL K & GINA M	INVISION II, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			



# Applications Status Report

For Permit Type: CS-RES-SFR  
 Submitted 01/01/2019 through 04/08/2020

Report run on: 04/08/2020 03:07 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-20-005		BUILDING PLAN REVIEW	COMPLETED			
CS-20-006	CS-RES-SFR	03073544103100	COMPLETE	03/13/2020	POMOGAEV, SERGEY & EMMA	
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-010	CS-RES-SFR	03073544102100	APPROVED	04/01/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-011	CS-RES-SFR	03073544100400	APPROVED	04/01/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			



# Applications Status Report

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 Submitted 01/01/2019 through 04/08/2020

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<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-20-011		BUILDING PLAN REVIEW	COMPLETED			
CS-20-012	CS-RES-SFR	03073544101700	COMPLETE	03/18/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	PENDING			
CS-20-015	CS-RES-SFR	03753630122500	COMPLETE	03/30/2020	LAVADOUR, JACQUE A	MCLAUGHLIN DESIGN & CONSTRUCTION LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	PENDING			
CS-20-018	CS-RES-SFR	03073544101100	READY TO ISSUE	03/31/2020	PRICE, PATRICIA J	INVISION II, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			



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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-20-018		BUILDING PLAN REVIEW	COMPLETED			

# CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce	
Reporting Period:	March, 2020	
Amount Due:	\$ 7,500.00	Monthly Contract Amount
	240.00	Program Management Time
	<u>2,905.51</u>	Monthly Reimbursables
	\$ 10,645.51	

## VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	69
Telephone Calls:	50
E-Mails:	105
Business Referrals:	915
Tracked Overnight Stays:	21
Mailings (student, relocation, visitor, letters):	1
Large Quantity Brochures	0
Chamber Website Pageviews	3,187
COS Website Pageviews	5,174

## CHAMBER BUSINESS

**Chamber Board Meeting:** We held our March board meeting and finalized performance measures and timeline for our strategic plan. We also discussed possible meeting and networking event cancellations due to COVID-19.

**Chamber Membership:** We had 1 new members join the Chamber and 12 membership renewals in March.

**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. On March 17 we started sending out daily 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. On March 18 we created a new Facebook page to promote 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 had to cancel our Chamber Happy Hour and Chamber Break events in March due to COVID-19.

### **Chamber Marketing, Projects, Action Items:**

- Placed ads in Washington State Visitors Guide and Visit Vancouver
- Watched 3 part webinar series on succession planning
- Made updates to Chamber website including changing out seasonal photos and information on Dog Mt. Weekend Shuttle Service.
- Worked with Washington Tourism Alliance on "Buy Now, Play Later" promotion to encourage buying gift cards from local businesses to support them during COVID-19 closures.
- Worked with Columbia Gorge Tourism Alliance on a Gorge-wide gift card promotion similar to WTA's.
- Daily 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
- Weekly reports to Washington State Department of Commerce with COVID-19 Financial Impacts

### **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:**

- Worked with Stevenson Businesses on discount program for Dog Mt. Weekend Shuttle riders. Later in the month the decision was made to cancel Dog Mt. Weekend Shuttle Service due to COVID-19.
- Worked on creating poster and ads for Gorge Blues and Brews. Later canceled Gorge Blues and Brews Festival due to COVID-19
- Worked with NB Marketing on positive messaging for closures and cancelations due to COVID-19
- Postponed Stevenson Clean-Up day due to COVID-19

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES**

Program 1	Stevenson Street Enhancement	
P1-C	Kiosk Diabond Maintenance	\$ 63.55
Program 2	Promotional Products and Projects	
P2-D1	Website	\$ 472.09
P2-D2	Social Media and Print Ad Creation	\$ 900.00
P2-D4	Press Releases	\$1,000.00
P2-D5	Ad Placement	\$ 59.62
P2-F	Skamania Lodge Co-Op Marketing	\$ 245.00
Program 3	SBA Event Programs	
P3-A	Gorge Blues and Brews	\$ 165.25
		<u>\$2,905.51</u>

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME**

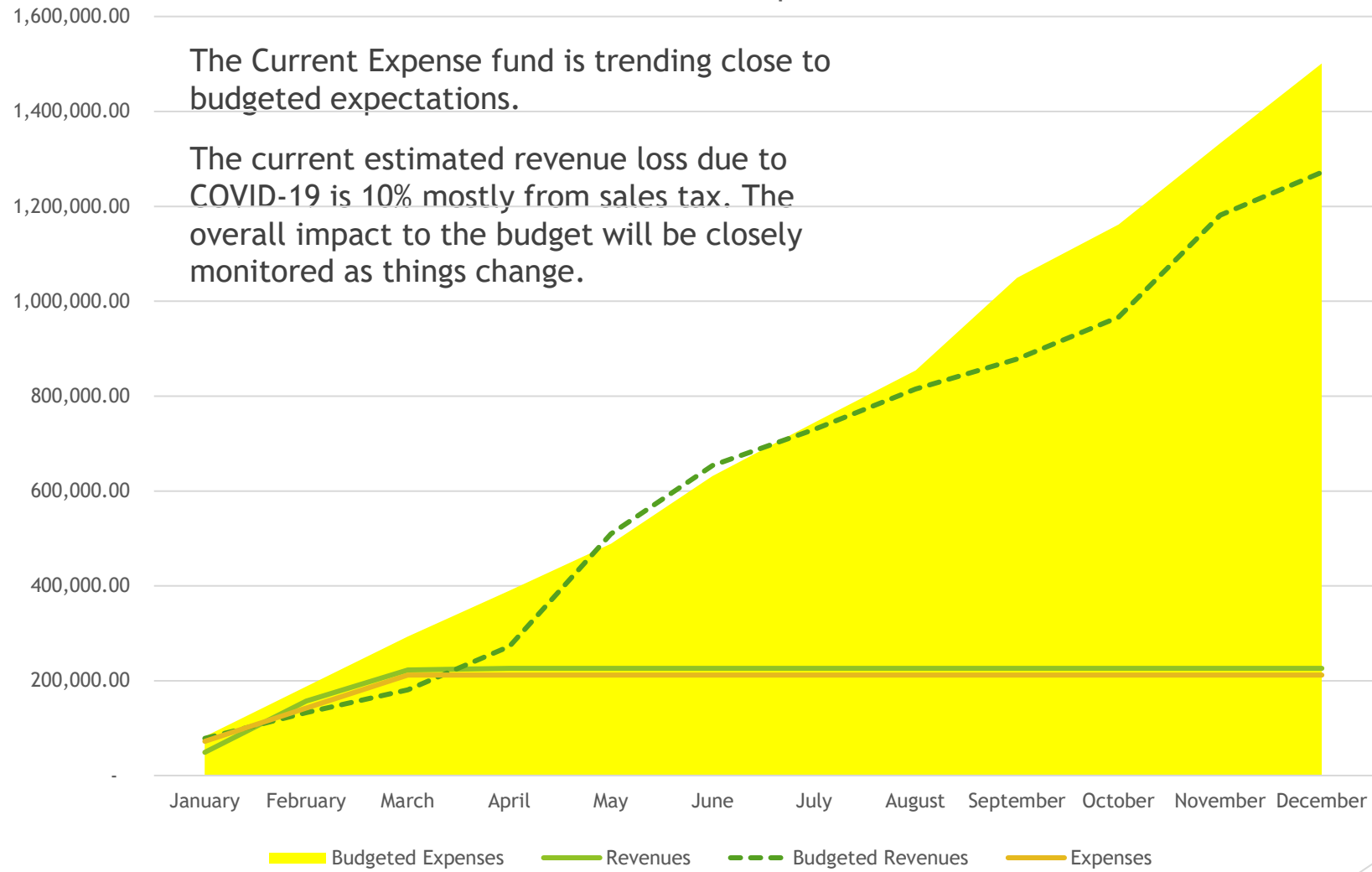
P2-D2	Marketing (print, social media, press releases)	4hrs	\$ 120.00
P3-A	Gorge Blues and Brews	4hrs	<u>120.00</u>
		4hrs	\$ 240.00

	<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	\$3,145.51	\$12,234.55	\$72,765.45

# City of Stevenson

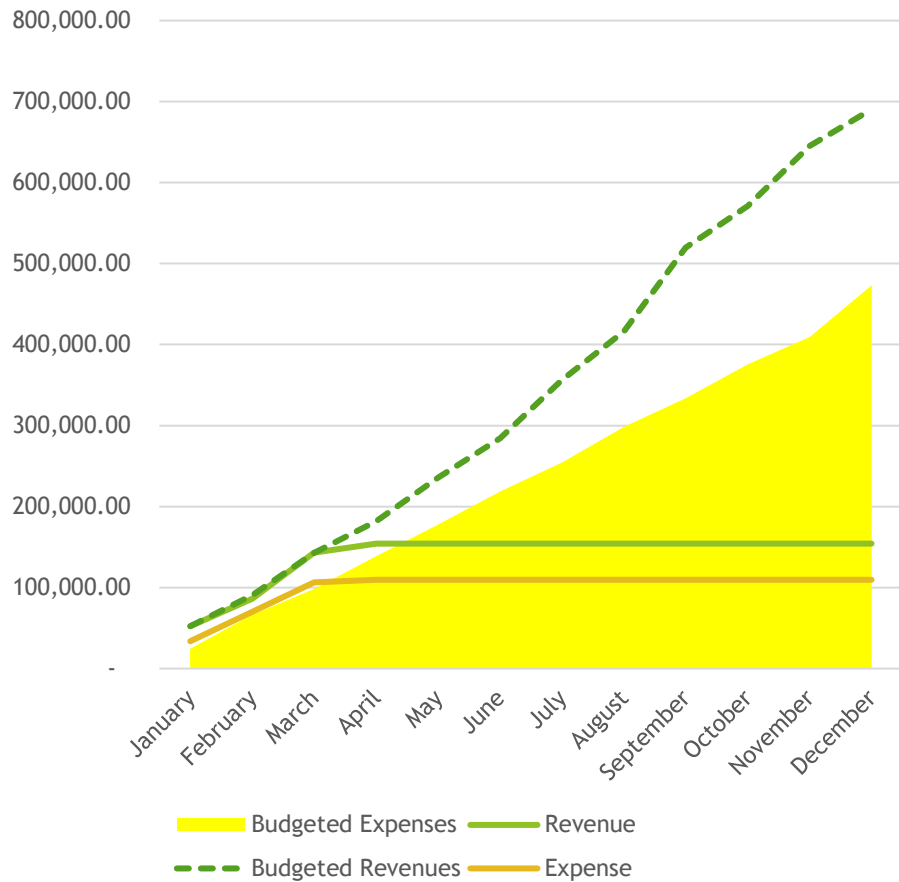
Q1 2020 Financial Report

## 2020 Current Expense

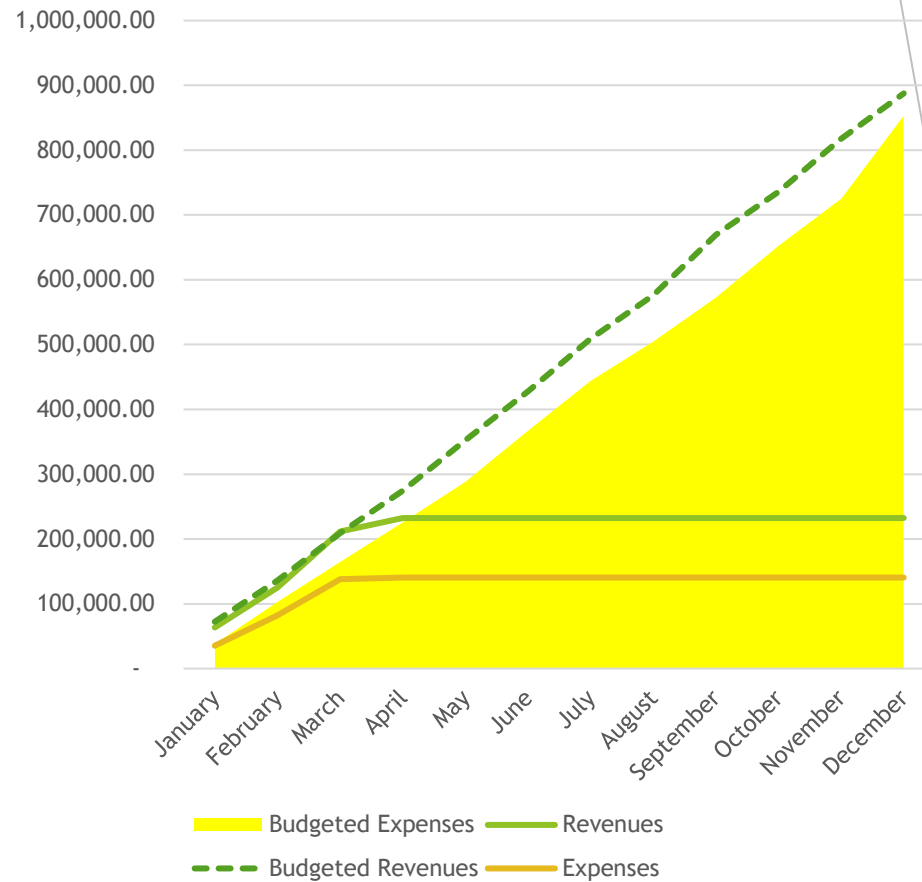




### 2020 Water



### 2020 Wastewater

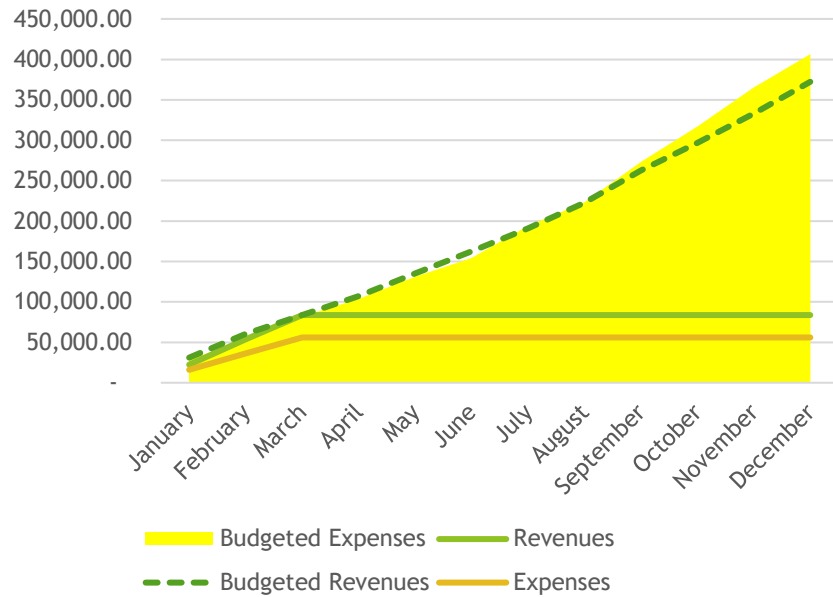


The O&M funds for Water and Wastewater have been keeping on track. We will see the impact on revenues from usage changes related to COVID-19 in May and July. An overall loss of 10% is currently anticipated.

The Street Fund is trending to budget.

The revenue impacts to the Street Fund related to COVID-19 include sales tax and fuel tax.

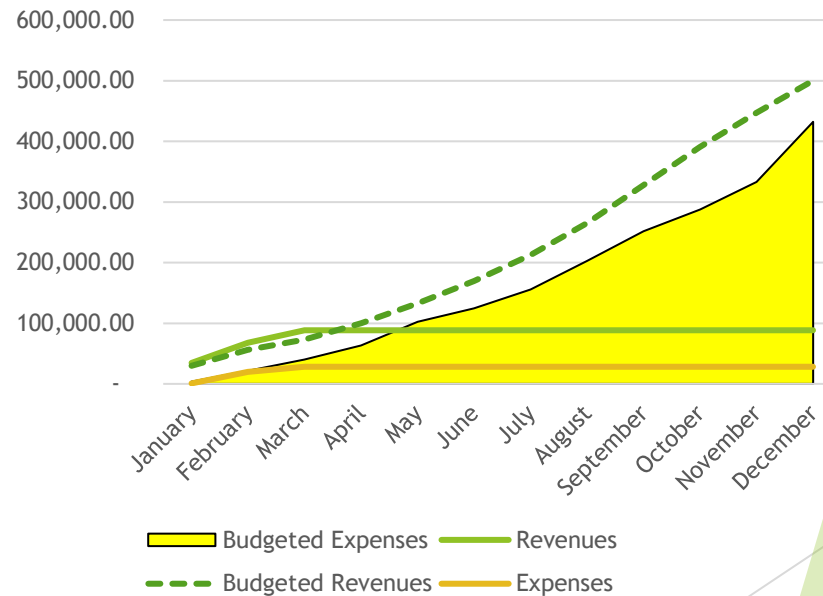
2020 Street



The Tourism Fund was trending higher than expected for revenues.

COVID-19 will greatly impact this fund. There are enough funds in reserves to cover current contract obligations. Some events have been cancelled, reducing expenses.

2020 Tourism



## 2020 BUDGET POSITION

City Of Stevenson  
MCAG #: 0652

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001 General Expense Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	419,177.79	680,252.11	(261,074.32)	162.3%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	59,695.22	54,251.94	5,443.28	90.9%
<b>308 Beginning Balances</b>	<b>512,286.83</b>	<b>767,917.87</b>	<b>(255,631.04)</b>	<b>149.9%</b>
311 Property Tax	481,883.50	24,741.07	457,142.43	5.1%
313 Sales Tax	265,000.00	62,421.41	202,578.59	23.6%
316 Utility Tax	40,000.00	21,159.96	18,840.04	52.9%
317 Other Tax	16,000.00	6,628.45	9,371.55	41.4%
<b>310 Taxes</b>	<b>802,883.50</b>	<b>114,950.89</b>	<b>687,932.61</b>	<b>14.3%</b>
321 Licenses	2,900.00	1,090.00	1,810.00	37.6%
322 Permits	45,000.00	(2,153.54)	47,153.54	4.8%
<b>320 Licenses &amp; Permits</b>	<b>47,900.00</b>	<b>(1,063.54)</b>	<b>48,963.54</b>	<b>2.2%</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	4,482.10	11,572.90	27.9%
<b>330 Intergovernmental Revenues</b>	<b>377,055.00</b>	<b>66,518.38</b>	<b>310,536.62</b>	<b>17.6%</b>
341 Other	0.00	820.47	(820.47)	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>25,572.68</b>	<b>1,427.32</b>	<b>94.7%</b>
350 Fines & Penalties	11,250.00	4,575.48	6,674.52	40.7%
360 Interest & Other Earnings	5,500.00	9,802.95	(4,302.95)	178.2%
380 Non Revenues	0.00	2,578.73	(2,578.73)	0.0%
<b>Fund Revenues:</b>	<b>1,783,875.33</b>	<b>990,853.44</b>	<b>793,021.89</b>	<b>55.5%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	22,000.00	2,842.20	19,157.80	12.9%
512 Judicial	62,700.00	14,356.38	48,343.62	22.9%
513 Executive	110,825.00	27,320.42	83,504.58	24.7%
514 Financial, Recording & Elections	99,600.00	23,444.06	76,155.94	23.5%
515 Legal Services	31,500.00	4,278.00	27,222.00	13.6%
517 Employee Benefit Programs	525.00	0.00	525.00	0.0%
518 Centralized Services	51,580.29	36,857.63	14,722.66	71.5%
521 Law Enforcement	192,801.85	45,228.14	147,573.71	23.5%
202 Fire Department	82,905.00	7,072.57	75,832.43	8.5%
203 Fire District 2	19,500.00	392.09	19,107.91	2.0%
<b>522 Fire Control</b>	<b>102,405.00</b>	<b>7,464.66</b>	<b>94,940.34</b>	<b>7.3%</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	195
550 Building	37,050.00	2,727.24	34,322.76	7.4%

## 2020 BUDGET POSITION

City Of Stevenson  
MCAG #: 0652

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001 General Expense Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>558 Planning &amp; Community Devel</b>				
560 Planning	193,480.00	36,964.29	156,515.71	19.1%
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>39,691.53</b>	<b>202,738.47</b>	<b>16.4%</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	0.00	500.00	0.0%
576 Park Facilities	149,350.00	4,616.68	144,733.32	3.1%
580 Non Expenditures	0.00	2,389.14	(2,389.14)	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>212,196.32</b>	<b>1,571,679.01</b>	<b>11.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>778,657.12</b>		

## 2020 BUDGET POSITION

City Of Stevenson  
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010 General Reserve Fund		Months: 01 To: 03	
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: 03		
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

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100 Street Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	116,553.76	306,418.36	(189,864.60)	262.9%
310 Taxes	322,000.00	71,584.69	250,415.31	22.2%
320 Licenses & Permits	600.00	50.00	550.00	8.3%
330 Intergovernmental Revenues	49,620.60	11,824.17	37,796.43	23.8%
360 Interest & Other Earnings	0.00	147.76	(147.76)	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>488,774.36</b>	<b>390,024.98</b>	<b>98,749.38</b>	<b>79.8%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	265,600.00	38,848.55	226,751.45	14.6%
543 Streets Admin & Overhead	28,050.00	9,576.87	18,473.13	34.1%
544 Road & Street Operations	21,000.00	0.00	21,000.00	0.0%
566 Substance Abuse	0.00	0.00	0.00	0.0%
594 Capital Expenditures	39,000.00	7,579.17	31,420.83	19.4%
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>56,004.59</b>	<b>432,769.77</b>	<b>11.5%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>334,020.39</b>		

## 2020 BUDGET POSITION

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103 Tourism Promo & Develop Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	615,661.30	710,294.51	(94,633.21)	115.4%
310 Taxes	440,000.00	81,416.94	358,583.06	18.5%
360 Interest & Other Earnings	0.00	6,822.21	(6,822.21)	0.0%
<b>Fund Revenues:</b>	<b>1,055,661.30</b>	<b>798,533.66</b>	<b>257,127.64</b>	<b>75.6%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	357,250.00	27,979.11	329,270.89	7.8%
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>27,979.11</b>	<b>1,027,682.19</b>	<b>2.7%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>770,554.55</b>		



## 2020 BUDGET POSITION

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300 Capital Improvement Fund			Months: 01 To: 03	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	99,236.62	135,656.42	(36,419.80)	136.7%
310 Taxes	20,000.00	9,218.14	10,781.86	46.1%
360 Interest & Other Earnings	0.00	364.38	(364.38)	0.0%
<b>Fund Revenues:</b>	<b>119,236.62</b>	<b>145,238.94</b>	<b>(26,002.32)</b>	<b>121.8%</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>145,238.94</b>		

## 2020 BUDGET POSITION

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303 Joint Emergency Facilities Fund

Months: 01 To: 03

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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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	17,869.72	947,668.28	1.9%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>965,538.00</b>	<b>17,869.72</b>	<b>947,668.28</b>	<b>1.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(17,869.72)</b>		

## 2020 BUDGET POSITION

City Of Stevenson  
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311 First Street		Months: 01 To: 03		
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: 03	
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	143,146.15	547,003.85	20.7%
344 Sewer	887,594.20	211,757.89	675,836.31	23.9%
<b>340 Charges For Goods &amp; Services</b>	<b>1,577,744.20</b>	<b>354,904.04</b>	<b>1,222,840.16</b>	<b>22.5%</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	3,085.49	914.51	77.1%
<b>360 Interest &amp; Other Earnings</b>	<b>107,206.00</b>	<b>95,411.78</b>	<b>11,794.22</b>	<b>89.0%</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>1,449,015.36</b>	<b>1,407,917.16</b>	<b>50.7%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	473,150.00	106,470.08	366,679.92	22.5%
535 Sewer	852,500.00	138,248.58	714,251.42	16.2%
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	950.99	763,549.01	0.1%
535 Sewer	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>764,500.00</b>	<b>950.99</b>	<b>763,549.01</b>	<b>0.1%</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>245,669.65</b>	<b>2,611,262.87</b>	<b>8.6%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>1,203,345.71</b>		

## 2020 BUDGET POSITION

City Of Stevenson  
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410 Wastewater System Upgrades

Months: 01 To: 03

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

City Of Stevenson  
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500 Equipment Service Fund		Months: 01 To: 03		
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	37,285.49	112,714.51	24.9%
360 Interest & Other Earnings	0.00	251.40	(251.40)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>215,450.73</b>	<b>176,785.87</b>	<b>38,664.86</b>	<b>82.1%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	125,750.00	21,808.12	103,941.88	17.3%
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>21,808.12</b>	<b>193,642.61</b>	<b>10.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>154,977.75</b>		

## 2020 BUDGET POSITION

City Of Stevenson  
MCAG #: 0652

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630 Stevenson Municipal Court		Months: 01 To: 03		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	9,738.88	(9,738.88)	0.0%
380 Non Revenues	0.00	12,473.45	(12,473.45)	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>22,212.33</b>	<b>(22,212.33)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	15,046.33	(15,046.33)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>15,046.33</b>	<b>(15,046.33)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>7,166.00</b>		



## 2020 BUDGET POSITION TOTALS

City Of Stevenson  
MCAG #: 0652

Months: 01 To: 03

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	1,783,875.33	990,853.44	55.5%	1,783,875.33	212,196.32	12%
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	390,024.98	79.8%	488,774.36	56,004.59	11%
103 Tourism Promo & Develop Fund	1,055,661.30	798,533.66	75.6%	1,055,661.30	27,979.11	3%
300 Capital Improvement Fund	119,236.62	145,238.94	121.8%	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	17,869.72	2%
311 First Street	185,800.00	0.00	0.0%	185,800.00	368.42	0%
400 Water/Sewer Fund	2,856,932.52	1,449,015.36	50.7%	2,856,932.52	245,669.65	9%
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	176,785.87	82.1%	215,450.73	21,808.12	10%
630 Stevenson Municipal Court	0.00	22,212.33	0.0%	0.00	15,046.33	0%
	<u>10,511,822.52</u>	<u>5,777,563.67</u>	<u>55.0%</u>	<u>10,511,822.52</u>	<u>694,935.15</u>	<u>6.6%</u>

**TREASURERS REPORT**

**Fund Totals**

City Of Stevenson  
 MCAG #: 0652

03/01/2020 To: 03/31/2020

Time: 14:13:44 Date: 04/10/2020  
 Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	782,837.19	65,760.61	69,940.68	778,657.12	6,697.75	27,444.56	0.00	812,799.43
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	323,740.89	30,028.49	19,748.99	334,020.39	0.00	4,134.35	0.00	338,154.74
103 Tourism Promo & Develop Fund	758,500.85	20,219.20	8,165.50	770,554.55	0.00	18.18	0.00	770,572.73
300 Capital Improvement Fund	140,811.49	4,427.45		145,238.94	0.00	0.00	0.00	145,238.94
309 Russell Ave	-3,060.32	0.00	14,809.40	-17,869.72	0.00	0.00	0.00	-17,869.72
311 First Street	0.00	0.00	368.42	-368.42	0.00	0.00	0.00	-368.42
400 Water/Sewer Fund	787,768.00	508,730.72	93,153.01	1,203,345.71	0.00	14,316.59	-554.34	1,217,107.96
410 Wastewater System Upgrades	-43,606.23	0.00	59,786.66	-103,392.89	0.00	0.00	0.00	-103,392.89
500 Equipment Service Fund	140,765.05	19,857.74	5,645.04	154,977.75	0.00	1,322.67	0.00	156,300.42
630 Stevenson Municipal Court	4,666.00	5,650.01	3,150.01	7,166.00	3,150.01	0.00	0.00	10,316.01
	<u>4,702,722.01</u>	<u>654,674.22</u>	<u>274,767.71</u>	<u>5,082,628.52</u>	<u>9,847.76</u>	<u>47,236.35</u>	<u>-554.34</u>	<u>5,139,158.29</u>

# TREASURERS REPORT

## Account Totals

City Of Stevenson  
MCAG #: 0652

03/01/2020 To: 03/31/2020

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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	1,822,132.02	781,768.03	763,757.80	1,840,142.25	-219.42	53,884.10	1,893,806.93
3	Court Trust Umpqua	4,666.00	5,650.01	3,150.01	7,166.00	0.00	3,200.01	10,366.01
10	Xpress Bill Pay	99,337.76	25,962.48	0.00	125,300.24	-334.92	0.00	124,965.32
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	0.00	321,015.77	1,000.00	320,015.77	0.00	0.00	320,015.77
Total Cash:		1,926,635.78	1,134,396.29	767,907.81	2,293,124.26	-554.34	57,084.11	<b>2,349,654.03</b>
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	868,881.11	953.90	0.00	869,835.01	0.00	0.00	869,835.01
6	US Bank Safekeeping	1,904,106.06	512,632.00	500,168.00	1,916,570.06	0.00	0.00	1,916,570.06
8	CATV Trust	3,099.06	0.13	0.00	3,099.19	0.00	0.00	3,099.19
Total Investments:		2,776,086.23	513,586.03	500,168.00	2,789,504.26	0.00	0.00	<b>2,789,504.26</b>
		4,702,722.01	1,647,982.32	1,268,075.81	5,082,628.52	-554.34	57,084.11	<b>5,139,158.29</b>

**TREASURERS REPORT**  
**Fund Investments By Account**

City Of Stevenson  
 MCAG #: 0652

03/01/2020 To: 03/31/2020

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Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	202,991.27		327.10	327.10		203,318.37
100 000 Street Fund	25,883.82		41.71	41.71		25,925.53
103 000 Tourism Promo & Develop Fund	230,228.80		370.99	370.99		230,599.79
300 000 Capital Improvement Fund	6,244.44		10.06	10.06		6,254.50
400 000 Water/Sewer Fund	108,069.24		174.14	174.14		108,243.38
500 000 Equipment Service Fund	18,552.33		29.90	29.90		18,582.23
5 - LGIP	<u>591,969.90</u>	<u>0.00</u>	<u>953.90</u>	<u>953.90</u>		<b>592,923.80</b>
001 000 General Expense Fund	520,390.75	252,509.09		252,509.09	246,369.65	526,530.19
103 000 Tourism Promo & Develop Fund	317,009.42	153,822.41		153,822.41	150,082.41	320,749.42
300 000 Capital Improvement Fund	25,277.36	12,265.34		12,265.34	11,967.12	25,575.58
400 000 Water/Sewer Fund	183,685.06	89,129.48		89,129.48	86,962.41	185,852.13
500 000 Equipment Service Fund	10,109.99	4,905.68		4,905.68	4,786.41	10,229.26
6 - US Bank Safekeeping	<u>1,056,472.58</u>	<u>512,632.00</u>	<u>0.00</u>	<u>512,632.00</u>	<u>500,168.00</u>	<b>1,068,936.58</b>
001 000 General Expense Fund	3,099.06		0.13	0.13		3,099.19
8 - CATV Trust	<u>3,099.06</u>	<u>0.00</u>	<u>0.13</u>	<u>0.13</u>		<b>3,099.19</b>
	<u>1,651,541.54</u>	<u>512,632.00</u>	<u>954.03</u>	<u>513,586.03</u>	<u>500,168.00</u>	<b>1,664,959.57</b>

# TREASURERS REPORT

## Fund Investment Totals

City Of Stevenson  
MCAG #: 0652

03/01/2020 To: 03/31/2020

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	726,481.08	252,509.09	327.23	252,836.32	246,369.65	732,947.75	45,709.37
010 General Reserve Fund						0.00	326,705.62
020 Fire Reserve Fund						0.00	1,483,593.47
100 Street Fund	25,883.82		41.71	41.71		25,925.53	308,094.86
103 Tourism Promo & Develop Fund	547,238.22	153,822.41	370.99	154,193.40	150,082.41	551,349.21	219,205.34
300 Capital Improvement Fund	31,521.80	12,265.34	10.06	12,275.40	11,967.12	31,830.08	113,408.86
309 Russell Ave						0.00	-17,869.72
311 First Street						0.00	-368.42
400 Water/Sewer Fund	291,754.30	89,129.48	174.14	89,303.62	86,962.41	294,095.51	909,250.20
410 Wastewater System Upgrades						0.00	-103,392.89
500 Equipment Service Fund	28,662.32	4,905.68	29.90	4,935.58	4,786.41	28,811.49	126,166.26
630 Stevenson Municipal Court						0.00	7,166.00
	1,651,541.54	512,632.00	954.03	513,586.03	500,168.00	1,664,959.57	3,417,668.95

Ending fund balance (Page 1) - Investment balance = Available cash.

**5,082,628.52**

# TREASURERS REPORT

## Outstanding Vouchers

City Of Stevenson  
MCAG #: 0652

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	671	03/31/2020	Util Pay	1		Xpress Billpay	219.42	Xpress Import - CC - 03-31-2020__daily_batch.csv
Receipts Outstanding:							219.42	
2020	664	03/31/2020	Payroll	1	EFT	Northwest Administrators	13,451.93	Pay Cycle(s) 03/31/2020 To 03/31/2020 - Medical; Pay Cycle(s) 03/31/2020 To 03/31/2020 - Dental; Pay Cycle(s) 03/31/2020 To 03/31/2020 - Vision
2020	665	03/31/2020	Payroll	1	EFT	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 03/31/2020 To 03/31/2020 - WA Child Support
2020	662	03/31/2020	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 03/31/2020 To 03/31/2020 - Disability; Pay Cycle(s) 03/31/2020 To 03/31/2020 - Life Insurance; Pay Cycle(s) 03/31/2020 To 03/31/2020 - Accident
2020	663	03/31/2020	Payroll	1	EFT	Department of Retirement Systems	14,112.74	Pay Cycle(s) 03/31/2020 To 03/31/2020 - PERS2; Pay Cycle(s) 03/31/2020 To 03/31/2020 - DCP
2020	670	03/31/2020	Payroll	1	EFT	EFTPS Tax Payment	17,084.07	941 Deposit for Pay Cycle(s) 03/31/2020 - 03/31/2020
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	557	03/19/2020	Claims	1	14270	Gregory S Cheney PLLC	2,055.00	February 2020 Court Appointed Attorney Costs
2020	569	03/19/2020	Claims	1	14282	Skamania County Fire District #1	3,229.75	Annual Radio Maintenance/Infrastructure Fees - 2020
2020	577	03/19/2020	Claims	1	14290	US Bank Safekeeping	30.00	February 2020 Safekeeping Fees
2020	641	03/31/2020	Payroll	1	14297	Michael Beck	69.07	
2020	652	03/31/2020	Payroll	1	14298	Annie McHale	138.14	
2020	666	03/31/2020	Payroll	1	14300	City of Stevenson	319.38	Pay Cycle(s) 03/31/2020 To 03/31/2020 - City Payback
2020	667	03/31/2020	Payroll	1	14301	HRA VEBA Trust Contributions	500.00	Pay Cycle(s) 03/31/2020 To 03/31/2020 - HRA VEBA
2020	668	03/31/2020	Payroll	1	14302	Stevenson Fire Association	69.07	Pay Cycle(s) 03/31/2020 To 03/31/2020 - Fire Association
2020	669	03/31/2020	Payroll	1	14303	WGAP Washington Gorge Action Program	207.21	Pay Cycle(s) 03/31/2020 To 03/31/2020 - Food Bank
							53,884.10	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2020	690	03/31/2020	Claims	3	1012	Stevenson Municipal Court	3,150.01	City Of Stevenson - April Remittance
							3,200.01	
2020	672	03/31/2020	Util Pay	10		Xpress Billpay	135.47	Xpress Import - EFT - 03-31-2020__daily_batch.csv

**TREASURERS REPORT**

**Outstanding Vouchers**

City Of Stevenson  
 MCAG #: 0652

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	673	03/31/2020	Util Pay	10		Xpress Billpay	49.45	Xpress Import - iPay - 03-31-2020__daily_batch.csv
2020	674	03/31/2020	Util Pay	10		Xpress Billpay	150.00	Xpress Import - CheckFree - 03-31-2020__daily_ba
Receipts Outstanding:							334.92	
							57,084.11	

Fund	Claims	Payroll	Total
001 General Expense Fund	6,697.75	27,444.56	34,142.31
100 Street Fund	0.00	4,134.35	4,134.35
103 Tourism Promo & Develop Fund	0.00	18.18	18.18
400 Water/Sewer Fund	0.00	14,316.59	14,316.59
500 Equipment Service Fund	0.00	1,322.67	1,322.67
630 Stevenson Municipal Court	3,150.01	0.00	3,150.01
	9,847.76	47,236.35	57,084.11

**TREASURERS REPORT**

**Signature Page**

City Of Stevenson  
MCAG #: 0652

03/01/2020 To: 03/31/2020

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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



## Stevenson Planning Commission Meeting Draft Minutes 03-09-2020

### Attending:

Commissioners Mike Beck, Auguste Zettler, Valerie Hoy-Rhodehamel, Jeff Breckel

City Staff: Community Development Director Ben Shumaker

Public audience: Mary Repar, Brian McNamara, Barbara Robinson, Marilyn Bolles  
Melissa Reglin, David Wyatt

PC Chair Valerie Hoy-Rhodehamel called the meeting to order at 6:01 p.m.

The chair selected option 2 regarding public comment.

**MOTION: Minutes** from the February 10th, 2020 PC meeting were approved on a motion by **Beck** with a second by **Zettler**. The motion passed unanimously.

**Shumaker** announced Commissioner **VanPelt** had submitted a letter of resignation from the Planning Commission. He will be advertising for a new Commissioner to replace him.

### New Business

- **Draft Downtown Plan:** Review draft document, determine PC involvement in recommendation process.

Commissioners broadly discussed issues presented by Community Development Director Ben Shumaker regarding the Stevenson Downtown Plan's Vision for Success and the Eight Big Ideas. The Commission considered suggestions and recommendations made by consultants and city staff, including design standards, possible zoning amendments, land use changes, traffic patterns and future business development. Shumaker provided comment sheets to the Commissioners and asked them to look further at the plan and provide comments on each section. Recommendations will be made to the Stevenson City Council at an upcoming meeting.

### Old Business

- **Zoning Code Amendment:** ZON2020-01 Related to Single Family Detached Dwellings in the C1 Commercial District, Murals, and recent Zoning Interpretations.

Commissioners reviewed a potential amendment to the City of Stevenson Zoning Code. The amendment proposed to prohibit new Single-Family Detached Dwellings,

Manufactured Homes, and Modular Homes in the C1 Commercial District, allow continued use and development rights of existing Single-Family Detached Dwellings, codify recent zoning interpretations involving Townhomes in the CR Commercial Recreation District and Cultural Attractions in the C1 District, allow Townhomes as principal uses in the C1 District, ease the permitting process for certain Murals, and establish minimum height expectations for new development in the C1 District. As it related to the prohibition of single-family detached dwellings, the timing of the amendment was intended to address the expiration of the current temporary moratorium on SFDD in the C1 District. Much of the initial discussion focused on the issue of buildings in the downtown area switching back and forth between residential use and business use. The overall informal consensus by Commission members was to not allow businesses to revert back to a residential setting once a business had been established. It was pointed out that variances exist if needed to fulfill a specific purpose.

A further discussion took place regarding regulation of murals. Additional options regarding the process of approving murals had been requested by the Commission to City staff at a past meeting.

**Shumaker** reviewed previously presented options, which included (1.) Having just City staff review mural applications proposed by the Stevenson Art Committee, SDA or other non-profit interested in Stevenson's downtown business community. These applications go through the currently approved sign permitting process. Murals proposed by other entities are reviewed by the Planning Commission.

The Commission had also asked for the ability to waive fees for murals proposed by non-profits. **Shumaker** indicated that option (2.) was now included on a new fee schedule (page 107). The City Community Development Director and the City Treasurer must approve the fee waiver, with any costs to the city deducted from the fees.(See A1-B).

Another option (3) that had been requested was to have a hybrid process whereby an application for a mural would have to provide public notice as if the Planning Commission intended to hold a public hearing for a conditional use purpose. City staff would take the public notice into account but continue to have individual decision-making authority on the application. Shumaker related he was not favoring that option as he felt it was too subjective in his opinion. He stated he preferred a collective decision making process.

**Breckel** questioned the necessity of language regarding a non-profit representing the business community. It was pointed out other entities may at some point wish to sponsor a mural, including the SBA and EDC.

A question was raised regarding combining applications and it was noted that the City was encouraging the practice to save time and costs. **Zettler** commented the language regarding a non-profit representing the business community was non-restrictive and allowed for different groups to participate.

A decision point for the Commission was to determine if the PC was satisfied with one of the three options presented. **Shumaker** said Options 1 and 3 can be paired, and Options 3 and 2 can be paired.

**Zettler** spoke in partial favor of Option 3 because it allowed public notice. He stated it was important for taxpayers to have a mechanism for input if taxpayer funds were being used to create a mural.

Following further discussion **Zettler** suggested staying with Option 2 but add a stipulation that any entity using public funds must substantiate public notice has been published two weeks prior as part of the permitting process. **Shumaker** then requested input regarding code language on how to verify public notice-notification of neighbors (TBD) or proof/affidavit of publication. **Zettler** stated proof of publication was preferable, particularly if public funds were being used. **Chair Hoy-Rhodehamel** asked Commission members regarding their preferences and Option 1 was selected, which he noted removed the public funds concern.

The Commission then moved into a discussion on building heights.

To address concerns over shipping containers in the downtown area, the Stevenson City Council had proposed requiring a minimum building height of 16' in the C1 district. Existing buildings would be allowed. **Shumaker** explained the general purpose for SFDD restriction and shipping containers is to add more vitality in the downtown area. Mary Repar asked about the difference between requiring 16' or requiring a two-story building.

**Zettler** asked if a moratorium would be more direct. **Chair Hoy-Rhodehamel** expressed a concern that the permit process was being circumvented. **Breckel** noted that temporary measures too often become long term.

**Zettler** suggested that a moratorium be enacted while design standards are taking place. If the point is not to have shipping containers then the Council should be more specific. **Shumaker** remarked he believed the point was to avoid low-investment structures downtown. He stated he heard the Commission was unwilling to accept the Council's direction. Shumaker advised the Council did not want to govern through moratorium. **Zettler** and **Breckel** spoke about the height restriction potentially blocking legitimate structures that don't rise to 16'.

It was pointed out false fronts could be installed on a container to meet the height requirement. **Shumaker** asked if requiring two stories rather than a height minimum was more acceptable. Other possible situations were considered.

**Breckel** advised waiting until design standards were in place and making decisions now could be counter-productive. Mary Repar suggested any future visioning take into account the historical buildings in Stevenson.

Following an extensive discussion **Shumaker** said he was hearing the Commission did not want to require two stories and that a 16' height restriction is inappropriate because stop-gap measures too often become permanent.

**Zettler** noted two containers stacked would circumvent the intention of the Council. **Breckel** stated he did not view the situation as a threat. He asked if a similar concern was being expressed about food trucks. **Chair Hoy-Rhodehamel** advised Shumaker to respond to the City Council with the Commission's

concerns and have them come back to the Commission with any additional information.

The next item considered was cultural attractions or museum type uses in the C1 district. Shumaker asked the Commission if continuing his authority to allow conditional use was acceptable or should these uses be allowed as a principal use and come before the Planning Commission. **Beck** stated he felt museums should remain as a conditional use within a certain district and staff review would be sufficient. Members of the Commission agreed.

Permitted use of Townhomes in the downtown district or allowed as a conditional use in the area surrounding Skamania Lodge was considered next. Condos and Townhouses are proposed to be treated the same in those districts. **Breckel** asked about manufactured homes or modular homes being crossed off in the use tables. **Shumaker** explained the MF homes are different than SFDD but if SFDD are allowed the state requires you have to allow MF. **Breckel** asked a question about the definition of multi-family dwellings on one lot. He was concerned that individual stand-alone structures could be constructed on a large lot and sold off as condos when in effect they are SFDD. He noted it seemed inconsistent.

**Zettler** asked about a local case whereby a number of mobile homes had been brought onto a lot. He shared it seemed to be allowed under the process currently under discussion, contrary to the restriction on SFDD in the downtown area. He thought the PC was working to plan situations like that out.

**Shumaker** added the discussion on SFDD was a stop-gap in advance of the pending expiration of the SFDD moratorium. The downtown plan addresses the density issue in the urban design. He stated it sounded like further clarification on maximum and minimum density of structures on a lot was needed. The Commission agreed to hold further discussion regarding the residential issue at the April PC meeting.

- **Property Line Alteration Code:** SUB2019-01 Ongoing Discussion, Land Division Code – Definitions, Application Procedures, Plat Vacations.

**Shumaker** pointed to four guidance points in the staff memo needing discussion. He noted that when the PC had created the kick-off report for public involvement no specific decisions had been determined. Areas that had been reviewed and agreed on will be set aside and promoted in a public release draft. He noted this was an ongoing review attempting to consolidate different land division codes where provisions that essentially say the same thing but apply to slightly different proposals need to be addressed. Most critical was roads. He pointed out where state statutes affect city and county definitions of roads versus streets. Existing city regulations use both definitions, most often used is roads. Instead of making changes to every section of code regarding the use of roads he asked the Commission to approve an overall definition to indicate where road is used, see street, and when defining street see the former description of road. Other definitions are descriptive and he included examples of what other codes used to replace.

Application procedures include other attempts by the PC to consolidate language and intent.

The Commission then reviewed combining three additional sections-the title report required for BLA, the section on the Plat Map eliminating a small exemption for surveyors, and a draft fee schedule with a built in refund policy modeled on North Bonneville's schedule.

The final three pages dealt with review of plat vacation standards. **Shumaker** provided a draft essentially using the RCW review criteria broken into six sections. He advised the Commission that plat amendments with road and lot lines moved at the same time, lot consolidations, and boundary line adjustments would follow the same templates. He noted it was very similar to the template for BLA already in place. **Chair Hoy-Rhodehamel** asked if a mechanism for plat vacation was in place. Shumaker replied there was one for a short plat but not for sub-divisions with a four-lot threshold.

The state statute does have sub-division vacations. He explained the city clarified a process for short plats vacations as being the same as state statutes. **Beck** explained it could provide vacation for an ancient subdivision with tiny lots and roads. **Beck** supported the changes in order to provide sub-division procedures to be consistent with state RCW's and property rights.

The final discussion consisted of the bi-annual Comp Plan amendments and the PC meeting planned for March 11. **Shumaker** described it as the red light/green light exercise. The format will consist of preparing for the public meeting/informational session regarding the Capital Facilities proposal to the Comprehensive Plan.

- **Staff & Commission Reports:** Russell Street Construction, Tree Plan, Housing Needs Analysis

Russell Street project starts soon. The bids received were lower than expected. The City received a tree grant from WA DNR to allow for inventory of street trees and those on public lands, tree maintenance and management, and visioning. The City is responding to complaints about past tree removal. Stevenson Carson School District may attend maintenance workshop. The public is welcome as well.

The Housing Needs Analysis and Buildable Lands Inventory is close to finalization.

## 9. Thought of the Month None

**PC Chair Valerie Hoy-Rhodehamel** declared the meeting adjourned at 8:30 p.m.



# Skamania County Sheriff's Office

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Abandon Vehicle Right of Way	6
Agency Assistance	1
Alarms oth than	3
Abuse of animals except Dogs	1
Simple Assault	3
Business Establishment Alarm	6
Carprowl Theft from Auto	1
Child Abuse or Neglect	1
Citizen Assist	2
Citizen Dispute	4
Civil Standby	1
Disorderly Conduct	3
Problems with Dogs	6
Domestic Violence	4
DUI Alcohol or Drugs	1
Explosives Problem	1
Fraud	2
Harrass	4
Hospice	2
Illegal Burning/Permit Violat	2
Information Report	9
Juvenile Problem	1
Lost Dog	2
Medical Emergency	29
Mental Health Problems	1
Patrol Request	2
Traffic Collision Prop Damage	1
Public Nuisance/County Ordinan	1
Request Traffic Enforcement	6
RSO address verification	4
Runaway Juvenile	1
Sex Offense/Abuse	1
Smoke sighting, smell, etc	1
Suspicious Person/Circumstance	4
Theft Other Property	1
Threats	4
Traffic Hazard	2
Traffic Stop	10
Unsecure Premise	1
Violation Court Orders	2
Wanted Person - Warrant	4
Welfare Check	3

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Total reported: 144

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**Report Includes:**

All dates between `00:00:00 03/01/20` and `00:00:00 04/01/20`, 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

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Abandon Vehicle Right of Way	1
Business Establishment Alarm	2
VIN Number Inspection	1

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Total reported: 4

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**Report Includes:**

All dates between `00:00:00 03/01/20` and `00:00:00 04/01/20`, All agencies matching `SCSO`, All natures, All locations matching `22`, 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

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Trespassing	1

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Total reported: 1

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**Report Includes:**

All dates between `00:00:00 03/01/20` and `00:00:00 04/01/20`, All agencies matching `SCSO`, All natures, All locations matching `19`, 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>
10.14.170	VIOL PROT ORDER	2
46.20.005	NVOL W/O I.D.	1
46.20.342	DR W/LIC PRIV SUSP	10
46.30.020	Driving Without Insurance	1
46.61.400	SPEEDING	1
46.61.502	DWI	1
9A.36.041	4TH DEGREE ASSAULT	1

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**Report Totals**

**17**

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**Report Includes:**

All dates of issue between `00:00:00 03/01/20` and `00:00:00 04/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types





# 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 – March 2020  
Meeting Date: April 16<sup>th</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

To date the follow items have been purchased in response to the COVID-19 response initiatives for our Department

Procurement due to incident:			
Item/Items purchased:	Date:	Cost:	Description:
Hand Sanitizer	3/27/2020	\$ 64.68	Fire-12 8oz bottle hand sanitizer
Gear Bags	3/28/2020	\$ 874.75	Fire-25 Gear bags as isolation method when responding back from HOT zone calls
Nitrile Gloves	3/24/2020	\$ 156.06	Fire-1 box small (qty 1000) & 1 box XL (qty 1000)
Nitrile Gloves	3/24/2020	\$ 258.36	Fire-6 boxes large (200 each) & 6 boxes small (200 each)
Purell	3/14/2020	\$ 229.28	Fire-Hand Sanitizer (20-8fl oz containers) and Sanitizing wipes (6-270 count containers)
Privacy Shelter	4/1/2020	\$ 304.42	Fire-Privacy shelter for volunteer decontamination
Nitrile Gloves	4/9/2020	\$ 161.22	Fire-6 boxes 100 pack medium gloves
Locker	4/10/2020	\$ 253.42	Fire-UltraHD Tall storage cabinet for securing PPE
DECON Supplies	4/14/2020	\$ 35.85	Fire-1-20" Wash Brush, 1-8" Wash Brush, 2 Buckets for Field DECON of Bunker Gear
Storage Totes	4/14/2020	\$ 157.80	Fire-6 Commercial Totes - Storage of DECON kit and contaminated gear in the field
20 gal trash cans	4/14/2020	\$ 113.28	Fire-3 Waste containers for waste related to COVID-19 DECON and Disinfecting
Total Cost:		<b>\$ 2,609.12</b>	

### 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:* Quote submitted to Mayor. Item on Council Agenda for 4/16/2020 meeting

*Drills/Training/Calls:*

March Drills/Training – 50 Hours of volunteer training time

February Calls – 13 total

- 2 – Mutual Aid - Structure Fire
- 1 – Mutual Aid – Motor Vehicle Collision
- 4 – Burn Complaint
- 3 – Commercial Fire Alarms
- 2 – Service Calls (Dye pack exploded @ Bank, Hot water Tank Smoking)
- 1 – Residential Fire Alarm

**Action Needed:** Need Council’s approval to upgrade the Fire Stations Bay doors so that they Auto-closed while on a fire call for security improvements. Also included in the upgrade is a chain driver lift system for when the power goes out. This is a safety improvement.



# City of Stevenson

## Planning Department

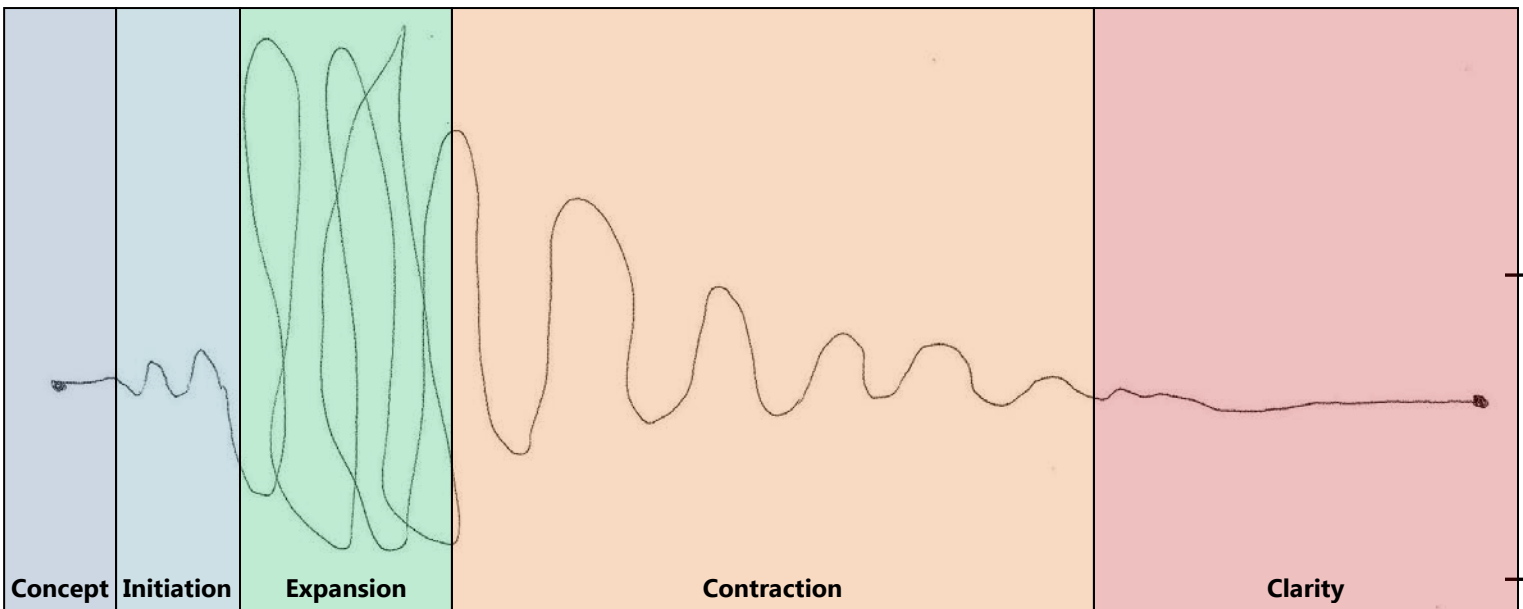
(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker, Community Development Director  
**DATE:** April 16<sup>th</sup>, 2020  
**SUBJECT:** Planning Staff Updates

### Introduction

The figure below provides a conceptual model of the typical planning process. In this model, when a concept becomes a project it begins with relative clarity, and expands to ensure the project is more fully understood. Then it will begin to contract until clarity returns and the project is completed.



These 5 phases (**Concept**, **Initiation**, **Expansion**, **Contraction**, **Clarity**) are used to frame this month’s staff actions. The list of actions is incomplete and prioritizes those which will come before the City Council at some point.

### Concept Phase

1. Grant for Increasing Residential Building - This opportunity from the Department of Commerce is a one-of-a-kind opportunity to receive up to \$25,000 to complete at least 2 of the 9 eligible activities identified. The proposal focuses on 1) residential zoning (both map and text amendments are considered) and 2) city utility connection policies for properties outside City Limits. The amendments will advance concepts identified in the Downtown Plan for SUCCESS! and the as-yet-unreleased Buildable Lands Inventory and Housing Needs Analysis (BLI/HNA).

Staff Focus: Work with Commerce staff to identify a fundable project. Partner with Skamania County to the greatest extent possible.

Needs from City Council: **Authorize application for the grant program.** Encourage the EDC to release the BLI/HNA and facilitate a next steps discussion.

2. Pathway between North Bonneville and Carson- Staff was approached by a project partner for help determining the appropriate corridor for a pedestrian pathway for this route as it passes through Stevenson.  
 Staff Focus: Ensuring the route passes through appropriate areas while connecting to the routes developed on either side of Stevenson. Ensuring the eventual acquisition process advances the City's interests.  
 Needs from City Council: None at this time. At a later date, the Council may be asked to agree with the route and participate in an acquisition plan.
3. Wetland Mitigation Bank- Mitigation Banks involve several years of work, but when authorized they complete advanced mitigation which property owners/developers can then buy into instead of providing mitigation on their site. There has never been a bank available to our area, and this is one reason our property owners find our state-required critical areas regulations so burdensome.  
 Staff Focus: Initial discussions focused on the appropriateness of a specific site under the powerlines along Ryan Allen Road near the water treatment plant. Consultation with the Department of Ecology and the US Army Corps of Engineers helped determine the site has too many drawbacks pursue beyond the concept stage.  
 Needs from City Council: None in the foreseeable future.
4. Stevenson Strong- COVID-19's impact on our local economy will only be as lasting as we allow it to be. This effort has been identified by the Mayor as a priority way to reduce the lasting effects as much as possible.  
 Staff Focus: Partner with the Stevenson Downtown Association and the EDC and Chamber.  
 Needs from City Council: None at this time.

### Initiation Phase

5. Tree Inventory & Management Plan- With approval of the grant agreement presented tonight, this project will move from the concept phase to the initiation phase. Grant requirements will dictate the consultant procurement process and some of the public involvement actions that need to occur.  
 Staff Focus: Implement public involvement consistent with grant requirements. Advertise for consultant support. Coordinate with project partners to review and select consultant.  
 Needs from City Council: Grant agreement authorization. Voluntary participation in the consultant selection process.
6. COVID-19 Grant Programs- Through 2 separate programs the Department of Commerce has made ~\$350,000 available to our area to support people and businesses through this. One program focuses on the pre-COVID homeless and those made homeless as a result of a need to self-quarantine/self-isolate. The other, much smaller program provides resources to micro-enterprises and those with low to moderate incomes.  
 Staff Focus: Ensure the programs' distribution plans prioritize local residents and businesses. Specifically, ensure that local private lodging facilities are considered for the funding before public facilities like the county fairgrounds. Target outreach to specific people/businesses that would be eligible.  
 Needs from the City Council: Inform constituents of the programs' availability.
7. Land Division Code Amendments- Stevenson Municipal Code Title 16 deals with land divisions and lot line adjustments. Portions of the code are unnecessarily in conflict with each other. Other portions have proven difficult to implement. The amendment is being prepared in stages for Planning Commission review and will be released as a full draft for public comment.  
 Staff Focus: Remove redundancies. Streamline language. Justify all proposals.  
 Needs from the City Council: Individual discussions of project concerns.

## Expansion Phase

8. 1st Street Pedestrian Amenities & Overlook Project- With approval of the contract presented tonight, this project will quickly move from the initiation phase to the expansion phase.  
Staff Focus: Partnering with the Public Works Department to ensure 50% project design is completed by August 1st and advances downtown vitality. Conducting conceptual work on incorporating historic interpretation into the sidewalk tread.  
Needs from City Council: Contract authorization. Individual review of conceptual designs.
9. Comprehensive Plan Amendment- Planning Commission and City Council review of this draft amendment have been delayed during COVID-19. The amendment requires a Capital Facilities Plan ( the “well-duh” plan) to establish service expectations and prioritize expenditures on the various facilities managed by the City. The project will pick back up, likely in June, by gathering public input and completing the project according to the expectations of the municipal code.  
Staff Focus: Ensure draft amendment is available for review in June.  
Needs from City Council: Prepare to initiate review of the project in June or July.
10. Rock Cove Hospitality Center Review- This development review project has been advertised and the City will be accepting comments over then next month. The project involves a phased development of overnight lodging and wedding/event venue facilities.  
Staff Focus: Ensure due process is provided.  
Needs from City Council: Prepare to initiate review of the project in May.

## Contraction Phase

11. Downtown Plan for SUCCESS!- The draft plan is currently under review by key project partners. This phase is intended to build the connections between those partners, and allow them to identify/prioritize the planned actions. Staff is doing while planning; the Columbia Street Relocation project will soon appear as a separate in the expansion phase on this list and another private development should be considered in the initiation phase.  
Staff Focus: Building consensus on plan implementation.  
Needs from City Council: Individual review of plan components and projects.
12. Toliver Subdivision Preliminary Plat- This development review project completed its path through the Planning Commission and requires City Council review based on the Stevenson Municipal Code.  
Staff Focus: Ensure due process is provided. Ensure applicant’s ability to complete the project if approved.  
Needs from City Council: Establish date of meeting for review.
13. Chinidere Subdivision Development Agreement- The property owners are proposing an amendment to the existing development agreement.  
Staff Focus: Facilitate communication, understanding.  
Needs from City Council: Prepare for a public hearing on the amendment, potentially in June.
14. Zoning Code Amendment- This text amendment has been preliminarily reviewed several times by the Council and Planning Commission. As of the last review, only 1 issue remained to be worked out before a recommendation could be made. The project is on hold until  
Staff Focus: Facilitate communication, understanding.  
Needs from City Council: Prepare for a public hearing on the amendment, potentially in June.
15. Shoreline Management Program- The Department of Ecology has not yet begun reviewing our draft Shoreline Management Plan (SMP). There are some indications thought that this could happen within the next 2 months. In the meantime, a grant has been offered to the City to support the project’s completion. The grant request is due shortly.  
Staff Focus: Complete grant request. Await Ecology comments.  
Needs from City Council: **Authorize grant request to support SMP-related work.**





# 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: April 16, 2020

## **Overview of items staff has been working on over the past month:**

COVID-19 Response – I have been spending 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 on event cancellations, the status of office access, restaurants open for take-out, etc can be found on the county website [Skamaniacounty.org](http://Skamaniacounty.org).

Facebook Page – To increase the city's community awareness a Facebook page was created. Posts will not allow comment and will be for broadcasting website posts and updates.

Newsletters – The Newsletters were sent out the end of March, prior to the utility bills.

MCEDD – The annual update of the regional project priority ranking for the areas Comprehensive Economic Development Strategy was approved, and the Stevenson Wastewater Project remains high on the list for Washington, ranking second. This improves the city's ranking when applying for competitive grants. A copy of the letter from MCEDD about our project being on the list is attached.

Permitting Module – The plan to implement this module is currently on hold due to COVID-19 and staff time constraints.

Energy Conservation Project – The water meters and lights have been ordered and staff has been working on the software integration between the meter reading system and the financial software.

Annual Financial Report and 2018/2019 Audit – Anders and I are wrapping up the 2019 annual financial report in time for the May 4<sup>th</sup> audit of 2018 and 2019. The audit will take place remotely and over the course of two weeks. Documents that cannot be scanned can be picked up and returned when the audit is complete.

## **Action Needed:**

None.

# CHECK REGISTER

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 14:24:36 Date: 04/16/2020  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
724	04/07/2020	Claims	1	EFT	Department of Revenue	5,553.32	March 2020 Taxes
776	04/16/2020	Claims	1	EFT	Department of Retirement Systems	25.00	Old Age & Survivors Insurance
676	04/01/2020	Claims	1	14310	US Postmaster	149.80	Water/Sewer Bills Postage
777	04/16/2020	Claims	1	14311	A&J Select		Check misprint.
778	04/16/2020	Claims	1	14312	Apollo Solutions Group		Check misprint.
779	04/16/2020	Claims	1	14313	Aramark Uniform Services	377.88	March 2020 Statement; High Visibility 3 System Parkas
780	04/16/2020	Claims	1	14314	BSK Associates	1,875.00	Water Sampling; Waste Water Sampling
781	04/16/2020	Claims	1	14315	CH2MHILL OMI	5,892.39	Disposal Of Biosolids
782	04/16/2020	Claims	1	14316	Cascade Columbia Distribution Company	2,173.73	Water Treatment Plant
783	04/16/2020	Claims	1	14317	CenturyLink	236.78	April 2020 Phone Services - Sewer Plant - Acct #313575114; April 2020 Phone Services - City Hall - Acct #313618073; April 2020 Phone Services - Fire Hall/Local - Acct #313784194
784	04/16/2020	Claims	1	14318	Centurylink Comm Inc	45.19	March 2020 Long Distance Phone
785	04/16/2020	Claims	1	14319	City of Stevenson	224.04	Feb 2020 Statement; March 2020 Statement
786	04/16/2020	Claims	1	14320	Class 5	307.94	May 2020 Monthly Billing
787	04/16/2020	Claims	1	14321	Coburn Electric, Inc.	702.89	Waste Water Pump Control Repair & Parts
788	04/16/2020	Claims	1	14322	Columbia Hardware, Inc.	198.28	March 2020 Statement
789	04/16/2020	Claims	1	14323	Columbia River Disposal	197.57	March 2020 Garbage Service
790	04/16/2020	Claims	1	14324	Consolidated Supply Co.	4,142.48	Corp Valves; Saddles For Water Services; Meter Boxes & Covers; Hollstrom Road Water Line
791	04/16/2020	Claims	1	14325	Correct Equipment	1,940.75	Water Meters
792	04/16/2020	Claims	1	14326	Day Wireless Systems	227.26	Charger; Radio Batteries
793	04/16/2020	Claims	1	14327	Discover Your Northwest	4,430.19	Skamania Lodge Visitors Center; Visitors Desk At Skamania Lodge
794	04/16/2020	Claims	1	14328	Drain-Pro Inc	1,607.03	Jetted Clogged Storm Line
795	04/16/2020	Claims	1	14329	Drain-Pro	2,667.08	Remove Sewer Blockage Second & Seymour; Kanaka Creek Lift Station Hydro Vac
796	04/16/2020	Claims	1	14330	Foster Garvey PC	332.50	BLA May, Rice/Rutledge
797	04/16/2020	Claims	1	14331	Gorge Networks	94.91	April 2020 Broadband Services
798	04/16/2020	Claims	1	14332	Insta-Pipe, Inc.	7,758.71	CCTV Sewer Lines
799	04/16/2020	Claims	1	14333	James L Kacena	288.75	Lasher Condominium Review
800	04/16/2020	Claims	1	14334	Municipal Code Corp	165.50	Ordinance Updates
801	04/16/2020	Claims	1	14335	NAPA Auto Parts	150.70	March 2020 Statement
802	04/16/2020	Claims	1	14336	NW Construction General Contracting, Inc	56,594.70	Pay Request No. 1 - Russell AvenueProject
803	04/16/2020	Claims	1	14337	Northern Safety Co., Inc.	333.51	Safety Supplies
804	04/16/2020	Claims	1	14338	Office of State Treasurer - Cash Mgmt Di	846.75	April 2020 Remittance
805	04/16/2020	Claims	1	14339	One Call Concepts, Inc.	7.49	March 2020 Statement
806	04/16/2020	Claims	1	14340	PUD No 1 of Skamania County	3,485.28	Water Treatment Plant-March 2020 Statement; Ryan Allen Rd County Well-March 2020 Statement; First Street Shop-March 2020 Statement; 389 Gropper Road-March 2020 Statement; WWTP-March 2020 Statement; Ry
807	04/16/2020	Claims	1	14341	Petty Cash	248.73	March 2020 Statement
808	04/16/2020	Claims	1	14342	Radcomp Technologies	832.21	April 2020 IT Services Agreement; April2020 Additional IT Services

# CHECK REGISTER

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 14:24:36 Date: 04/16/2020  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
809	04/16/2020	Claims	1	14343	Ronald L. Moeller	7,249.79	March 2020 Statement
810	04/16/2020	Claims	1	14344	Sea-Western Inc	75.57	Cleaner/Disinfectant
811	04/16/2020	Claims	1	14345	Skamania County Chamber of Commerce	10,645.51	March 2020 Contract & Reimbursement
812	04/16/2020	Claims	1	14346	Skamania County Pioneer	713.40	Public Hearings; Public Hearings; Ordinance 2020-1155 Adoption; Toliver Subdivision Legal Ad; Toliver Subdivision Legal Ad; Availability Of Environmental Assessment; Availability Of Environmental Ass
813	04/16/2020	Claims	1	14347	Skamania County Probation	1,326.95	Feb & Mar 2020 Probation Costs
814	04/16/2020	Claims	1	14348	Skamania County Prosecutor	1,333.00	Apr 2020 Remittance
815	04/16/2020	Claims	1	14349	Skamania County Sheriff	530.00	March 2020 Incarceration Fees - 8 Days
816	04/16/2020	Claims	1	14350	Skamania County Treasurer	16,307.94	SMC Contract Apr Remittance 2020; Mar LE/CVC/CJ/LiqExcise Remit; Apr 2020 Municipal Court Agreement
817	04/16/2020	Claims	1	14351	Solutions Yes, LLC	38.24	Copy Paper
818	04/16/2020	Claims	1	14352	Tribeca Transport LLC	5,908.42	Transport Sludge To Hood River
819	04/16/2020	Claims	1	14353	US Bank Safekeeping	102.00	December 2019 Bond Safekeeping Fees; March 2020 Bond Safekeeping Funds
820	04/16/2020	Claims	1	14354	US Bank	2,576.23	March 2020 Card #1 Statement; March 2020 Card #2 Statement; March 2020 FD Credit Card Statement
821	04/16/2020	Claims	1	14355	WESCO Receivables Corp.	5,115.75	Street Light Replacement Leavens & Second
822	04/16/2020	Claims	1	14356	WEX Bank	1,345.85	March 2020 Statement
823	04/16/2020	Claims	1	14357	Wapiti Aerial Service Inc	325.00	Bucket Truck Inspection
824	04/16/2020	Claims	1	14358	Waste Connections Vancouver District 2	9.72	Shredder Cart
825	04/16/2020	Claims	1	14359	Wave Broadband	869.80	April 2020 Services; Jan-April 2020 WWTP Services
826	04/16/2020	Claims	1	14360	Woodrich, Kenneth B PC	3,210.00	February 2020 Statement
827	04/16/2020	Claims	1	14361	A&J Select	103.17	March 2020 Statement
828	04/16/2020	Claims	1	14362	Apollo Solutions Group	53,197.34	Lighting/Water Meter Project

001 General Expense Fund	29,276.72	
100 Street Fund	7,420.38	
103 Tourism Promo & Develop Fund	15,096.05	
309 Russell Ave	56,594.70	
400 Water/Sewer Fund	103,810.83	
500 Equipment Service Fund	2,899.34	
	215,098.02	Claims: 215,098.02
	215,098.02	

**CHECK REGISTER**

City Of Stevenson  
MCAG #: 0652

04/01/2020 To: 04/30/2020

Time: 14:24:36 Date: 04/16/2020  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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)