

AGENDA
CITY OF STEVENSON COUNCIL MEETING
August 09, 2018
6:00 PM, City Hall

1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor to call the meeting to order, lead the group in reciting the pledge of allegiance and conduct roll call.

Excused Absences - Amy Weissfeld was excused at the July 19th council 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) Minutes of July 19, 2018 City Council Meeting. (p. 3)

b) Water Adjustment - Hood Creek (Subway/Windermere, Meter No. 200100) requests a water adjustment of \$365.56 for two leaky toilets which they have since repaired.

4. PUBLIC COMMENTS: *[This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign in to be recognized by the Mayor. Comments are limited to three minutes per speaker. The Mayor may extend or further limit these time periods at his discretion. The Mayor may allow citizens to comment on individual agenda items outside of the public comment period at his discretion.]*

5. OLD BUSINESS:

a) Sewer Plant Update - Public Works Director Eric Hansen will provide an update on the Stevenson Wastewater System and the Compliance Schedule. (p. 12)

6. NEW BUSINESS:

a) Approve Contract with Wallis Engineering - Public Works Director Eric Hansen requests approval of the attached contract with Wallis Engineering for pre-design work on the Russell Avenue project in the amount of \$53,685.75. Additional documentation to support the subcontractor's work will be presented at the meeting. (p. 14)

b) Approve Chinidere Phase IV Extension - The property owner for Phase IV of the Chinidere Mountain Estates Subdivision requests an extension of the Development Agreement for five years. Council can extend the agreement "upon a showing of good cause...". The request and a copy of the development agreement is attached in the council packet. (p. 58)

- c) **Approve Deed Restriction** - City Administrator Leana Johnson requests approval of the attached deed restriction for a waterline connection for Mr. and Mrs. Combs on the property adjacent to 533 NE Major St. (p. 107)

7. INFORMATION ITEMS:

- a) **WSU Vancouver Opioid Report** - A link to reports regarding community discussions about the Opioid epidemic is attached. (p. 111)
- b) **Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in July, 2018. (p. 113)
- c) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for July, 2018 is attached for council's review. (p. 116)
- d) **Municipal Court Cases Filed** - A summary of Stevenson Municipal Court Cases recently filed is attached for Council's review. (p. 126)

8. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Eric Hansen, Public Works Director
- b) Ben Shumaker, Community Development Director
- c) Leana Johnson, City Administrator

9. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a) July 2018 payroll & August 2018 A/P checks have been audited and are presented for approval. July payroll checks 12673 thru 12686 total \$96,485.09 which includes ten direct deposits, one EFTPS and two ACH payments. Check 12687 will be included in the August payroll. A/P Checks 12688 thru 12733 total \$121,549.94 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting.

No investment purchases in July 2018. (p. 127)

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.

=====

UPCOMING MEETINGS AND EVENTS:

- August 11 Stevenson Waterfront Music Festival
- August 14-18 Skamania County Fair and Timber Carnival
- September 20 Regular Council Meeting

MINUTES
CITY OF STEVENSON COUNCIL MEETING
July 19, 2018
6:00 PM, City Hall

1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor called the meeting to order, lead the group in reciting the pledge of allegiance and conducted roll call.

PRESENT: Councilmember Robert Muth, Councilmember Amy Weissfeld, Councilmember Paul Hendricks, Councilmember Jenny Taylor, Councilmember Mark Peterson

2. CHANGES TO THE AGENDA:

None

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

a) **Minutes** of June 21, 2018 City Council Meeting.

b) **Water Adjustment** - Sheryn Olson (meter No. 606650) requested a water adjustment of \$521.72 for a water leak which they have since repaired.

MOTION to approve consent agenda items a and b made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

4. PUBLIC COMMENTS:

Mary Repar asked about getting the parking lines in front of the library darkened. She also suggested banning all fireworks in the city. She also shared concern regarding North Bonneville's issues with electrical updates and shared hope that Stevenson is being upgraded according to plan and in a timely manner. Lastly, she invited everyone to come tour the upgrades to the community garden, as they have new signage, a water drip and provide tours.

5. PUBLIC HEARINGS:

a) **6:15 Critical Areas Ordinance** - Community Development Director Ben Shumaker presented Ordinance 2018-1123 for public comment.

The public hearing was opened at 6:28 p.m.

Shumaker explained that the Critical Areas Ordinance must undergo a review/update process every 8 years. He explained the 5 critical areas as critical aquifer recharge

areas, fish and wildlife habitat areas, frequently flooded areas, geologically hazardous areas and wetlands. He highlighted big changes, such as the critical aquifer recharge areas were reviewed and clarified, the geologically hazardous areas will likely have an out of cycle review to align with new regulations at a later date, and the fish and wildlife and wetlands buffers and mitigation ratios were updated. He explained that the document is currently out to a 60-day comment period with the State Department of Commerce. Any updates will be provided to council again next month and will be ready for final adoption at that time.

Weissfeld suggested sending follow up notice to people who had previously been turned down in the past three years based on old regulations so that we are communicating these changes directly to people affected.

Repar noted the value to defining "cumulative impact". She also shared that she heard back from the Forest Service regarding the optimal size of tree re-planting and will pass the information on to Shumaker.

The public hearing was closed at 6:40 p.m.

b) 6:30 Shipping Container Moratorium - City Administrator Leana Johnson presented Resolution 2018-316 for public comment and council consideration.

The public hearing was opened at 6:40 p.m.

Johnson explained that the moratorium is for 6 months but can be lifted earlier.

Fire Chief Rob Farris asked that council take into account that containers are used for fire training purposes.

MOTION to approve resolution 2018-316 adopting findings of fact related to the shipping moratorium made by Councilmember Muth, Seconded by Councilmember Weissfeld.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Taylor, Councilmember Peterson

Voting Nay: Councilmember Hendricks

The public hearing was closed at 6:46 p.m.

c) 6:45 Water Use Efficiency Goals - City Administrator Leana Johnson presented Resolution 2018-317 for public comment and council consideration.

The public hearing was opened at 6:47 p.m.

Water System Manager Karl Russell explained that the 15% goal continues but rather than per user it will now be based on equivalent residential unit (eru).

Council discussed providing education about grey water at the fair booth.

Repar asked about water conservation programs in the city and Russell explained that kits are available.

MOTION to approve resolution 2018-317 adopting the Water Use Efficiency Goals made by Councilmember Weissfeld, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

The public hearing was closed at 6:49 p.m.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) Port of Cascade Locks - Ryan Vollans and Brittany Berge updated council on Port of Cascade Locks business.

Special Projects Coordinator Berge updated the council on projects and economic development in Cascade Locks as well as the Port. She noted 20% growth over the last three and a half years.

Bridge Manager Vollans discussed the plans for the Bridge of the Gods. He noted a long-term plan, 3-5 years, for moving the toll booth further back and adding a breezeby lane. He also noted a short-term plan for adding automated tolling. The Port was working to attain funds for a bridge extension, allowing for pedestrians, cyclists and horse riders to have their own walkway but, based on federal statutes for tolling stating that tolling facility could then lose control of how the toll revenue, they had to withdraw from current opportunities. There is still interest in exploring other options to fund the project. The \$1 dollar toll for pedestrians, cyclists and horse riders has been removed and they are now addressing concerns about safety, as numbers have increase. They are currently looking at improving signage.

7. OLD BUSINESS:

a) Approve Mackenzie Proposal for Design Services - City Administrator Leana Johnson requested approval of the Mackenzie proposal for design services for the new Fire Hall in the amount of \$81,490.

Johnson explained that the cost was decreased by cutting out the proposed workshops for design elements and, instead, the staff and Mackenzie narrowed it down to three designs. The overall cost has decreased from \$130,000 to \$107,000.

Council discussed the option of providing 100% design and Johnson explained that 100% design would likely lead to the city overpaying. Council also discussed buying a building kit or other alternative. There is concern with the building being a multimillion dollar project. Johnson explained that there are special structure requirements that increase the price. Currently, the fire hall project is aiming for the \$3 million dollar range.

Johnson looked at fast tracking the process, which means applying through state of Washington to skip the bid portion and turn it into a design-build project. Johnson explained that this might save time but overall it will not save much in cost. The city is still exploring funding from the county.

MOTION to approve the proposal by Mackenzie for fire hall design services in the amount of \$81,490 made by Councilmember Weissfeld, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor

Voting Nay: Councilmember Peterson

b) Sewer Plant Update - Public Works Director Eric Hansen provided an update on the Stevenson Wastewater System and the Compliance Schedule.

The attached memo outlined five key strategies and staff asked for direction on prioritization. The CSI estimate is \$8-12 million and the Tetrattech estimate is \$12-14 million, which includes collection system improvements. Staff is looking strongly at the priority of pretreatment facilities. Staff also noted that the CERB finding will not fund all 5 strategies. Council agreed on a priority of the strategies as follows: Satellite Treatment Systems, Upgrade Wastewater Treatment Plant to Increase BOD Removal and Meet Regulatory Requirements, Side-Streaming and Resource Recovery, Botanical Garden, Waterfront Brewery District.

8. NEW BUSINESS:

a) Approve Water System Plan Update - Water System Manager Karl Russell requested approval of the Water System Plan Update-November 2017. Kyle Thompson from Murraysmith gave a presentation summarizing the update. A link to the plan can be found on the city's website at <http://ci.stevenson.wa.us/government/public-works-department/water/>

MOTION to approve the water system plan update as presented made by Councilmember Muth, Seconded by Councilmember Peterson.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

b) Approve Additional SCADA System Costs - City Administrator Leana Johnson requested approval for additional installation costs of \$1,233.17 and annual subscription cost of \$60 through Mission Communications for turbidity reporting within the SCADA system. The revised contract amount would be \$30,363.17 and the annual service fee would be \$2,720.

MOTION to approve the additional SCADA costs as presented for a revised contract amount of \$30,363.17 and an annual service fee of \$2,720 made by Councilmember Weissfeld, Seconded by Councilmember Peterson.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

c) Approve Contract with Gorge.net - City Administrator Leana Johnson requested council approval of the attached one-year contract with Gorge.net for internet services at the Water Treatment Plant. The one-year agreement saves the \$95 installation cost and the monthly cost is \$44.95.

MOTION to approve the contract with Gorge.net for a monthly service cost of \$44.95 made by Councilmember Peterson, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

d) Approve Resolution 2018-318 Approving the Interlocal Agreement to Allow the North Bonneville Public Development Relocation to the City of Stevenson - City Administrator Leana Johnson requested council approval of the resolution authorizing the Mayor to sign the agreement approved at the June 21, 2018 council meeting.

MOTION to approve resolution 2018-318 made by Councilmember Peterson, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Peterson

Voting Nay: Councilmember Muth, Councilmember Taylor

e) Discuss Strategic Planning Retreat - Mayor Anderson requested council hold a strategic planning retreat to set and reassess the direction the city is taking. Some current proposed dates are September 7-8, October 12-13 and October 19-20. The cost is estimated to be less than \$4,000 and would come out of the General Fund.

Council agreed on October 19-20 for the Retreat.

f) Approve DNR Forestland Response Agreement - City Administrator Leana Johnson requested approval of the attached agreement with the Washington State Department of Natural Resources for mutual aid in the control and suppression of forestland fires. The agreement is through 6/6/2023.

MOTION to approve the DNR Forestland Response Agreement made by Councilmember Peterson, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

g) Discuss August Meeting Date - City Administrator Leana Johnson requested direction regarding the date for the August council meeting. It is the same week as the Skamania County Fair and Timber Carnival and has been changed in the past.

Council agreed on August 9th for the August meeting date.

Weissfeld requested an excused absence for the City Council meeting on August 9th.

MOTION to excuse councilmember Weissfeld for the August 9th meeting made by Councilmember Muth, Seconded by Councilmember Peterson.

Voting Yea: Councilmember Muth, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

Voting Abstaining: Councilmember Weissfeld

h) Approve MCEDD Board of Directors Appointment - The county requested the city designate a representative for the Mid-Columbia Economic Development District Board of Directors. More information is in the attached memo.

MOTION to recommend City Administrator Leana Johnson to be appointed to the MCEDD Board of Directors made by Councilmember Weissfeld, Seconded by Councilmember Peterson.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

i) Discuss Having a City Booth at the Fair - City Administrator Leana Johnson discussed having a booth at the fair, staffed with council members, city staff and volunteers, to inform the public on the status of city projects and to get feedback.

Councilmembers were open to volunteering at the booth. Johnson will put together a poll for two-hour shifts.

9. INFORMATION ITEMS:

a) Financial Report - The reports on the revenue and expenses through June 30, 2018 were attached.

b) Building Permits Issued - 3 Single Family Certificates of Occupancy given since June 21st; 15 Active permits for single family residences in various stages of construction; 2 single family residences, 1 commercial improvement and 1 hotel/tiny home/duplex project almost ready for permit application.

c) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for June, 2018 was attached for council's review.

d) **Municipal Court Cases Filed** - A summary of Stevenson Municipal Court Cases recently filed was attached for Council's review.

e) **Chamber of Commerce Activities** - A report was attached that described some of the activities conducted by Skamania County Chamber of Commerce in June, 2018.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Eric Hansen, Public Works Director

Hansen shared that the wastewater treatment plant equipment shop was broken into and a vehicle as well as tools were stolen. Most of the stolen goods were recovered with about \$700 dollars of equipment still unaccounted for. Anderson noted that they have received a quote for installing a camera system.

b) Ben Shumaker, Planning Director

Shumaker noted that there remains an open position on the Planning Commission and two people have submitted letters of interest. She also introduced intern Kim Pearson and explained that she has been on the job for about a month, working on the broadband strategic plan.

c) Leana Johnson, City Administrator

Johnson shared that the city has received over 20 complete applications for the open clerk position and 7 interviews will be scheduled for the first week of August. She added that the annual audit will start July 30 with the results report made available in August. She also mentioned that, now that the Fire Hall design plan has passed, she will get a workshop meeting scheduled with county commissioners. She will also be meeting with the county and the Stevenson Downtown Association about a maintenance agreement for the courthouse plaza. The grant presentation for that project will be held August 13.

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

a) June 2018 payroll & July 2018 A/P checks have been audited and were presented for approval. June payroll checks 12602 thru 12619 total \$92,848.09 which includes ten direct deposits, one EFTPS and two ACH payments. A/P Checks 12620 thru 12672 total \$123,575.50 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting.

No investment purchases in June 2018.

MOTION to approve the vouchers as presented made by Councilmember Muth,
Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Peterson

12. MAYOR AND COUNCIL REPORTS:

None

13. ISSUES FOR THE NEXT MEETING:

None

14. EXECUTIVE SESSION - City Council convened in Executive Session under:

a) RCW 42.30.010.1(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.

Council went into executive session at 8:41 p.m. for ten minutes. Council came out of executive session at 8:51 p.m.

No decisions were made. Staff was directed to proceed as discussed.

14. ADJOURNMENT - Mayor adjourn the meeting at 8:52 p.m.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Claire Baylor



City of Stevenson

Leana Johnson, 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 Johnson, City Administrator
RE: Sewer Plant Update
Meeting Date: August 9, 2018

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:

BOD5 Testing:

The BOD5 testing is now complete. The final sample went to the lab on Friday August 3rd. We anticipate results back in a couple of weeks. A final report will be completed by the end of August/early September.

Plant Operations:

The plant continues to have foaming events. They have remained minor, but are persistent.

We have reposted the Wastewater Treatment Plant Operator II or III position to try to gain a larger pool of certified applicants to choose from. The applications will be reviewed the end of August with interviews happening in September.

The city was notified of the increased cost to solids delivered to the Hood River plant. Staff is also working with DOE on permission to continue to haul excess solids to Vancouver for processing until our new plant is up and running. We are continuing to look at other options. We currently process the solids down to a Class B. While it would be more expensive to process them down to a Class A solid, the product is much easier to dispose of. This will be researched more in depth as we go through the design process of the upgraded facility.

The average Influent BOD load for 2018 has been:

- Jan 675 lbs/day – No Effluent Violations
- Feb 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

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.

Funding:

The RFQ for engineers for the CERB Feasibility Study will be published next week. The goal is to have a contract to present to council at the September meeting.

The contract with the Department of Ecology for the design phase of the wastewater system is moving forward. A draft scope of work is completed and additional required forms are being filled out. A contract may be ready by the September or October council meeting for approval.

Action Needed:

None.

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

Agreement Number:

| | | |
|--|--|---|
| Firm/Organization Legal Name (do not use dba's): | | |
| Address | Federal Aid Number | |
| UBI Number | Federal TIN or SSN Number | |
| 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 | Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: |

Index of Exhibits

| | |
|---------------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation/SBE Plan |
| 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 |

Agreement Number:

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 absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the 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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

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

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

Agreement Number:

- 16 -

V. Payment Provisions

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

- 17 -

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

- 20 -

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

- 22 -

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

- 26 -

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

Project No.

Agreement Number:

- 28 -

EXHIBIT A - SCOPE OF WORK
WALLIS ENGINEERING
RUSSELL AVENUE IMPROVEMENTS
CITY OF STEVENSON

August 2018
WE#1465A

PROJECT DESCRIPTION

This project consists of providing design services for Russell Avenue Improvements Project. The project will reconstruct Russell Avenue, enhance the aesthetic appeal of the corridor by matching themes from adjacent improvements on 2nd Street and Cascade Avenue, and improve the safety and operational characteristics of the corridor between 2nd Street and the BNSF rail line. Improvements will include replacement of existing sidewalks and pavement, bulb-outs at the 1st Street intersection, installation of aesthetic amenities matching adjacent improvements, new decorative street lighting, replacing approximately 140 linear feet of asbestos cement waterline, and installation of drainage improvements as necessary to accomplish the goals of the project.

The City has expressed a need to expedite the prime agreement in an effort to complete conceptual design of the improvements and provide graphical renderings to be used for upcoming City events. The conceptual design efforts will also be utilized to refine the scope of improvements and identify all necessary tasks to complete the project. Therefore, the scope of work included below includes preliminary conceptual design tasks only. A Supplemental Agreement will be required to complete final design, permitting, coordination and complete all necessary documentation associated with the FHWA funding including the NEPA, Right of Way acquisition, archeological site review and other permitting as necessary.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2019.

SPECIFIC SCOPE OF WORK

- Task 1 Project Management and Administration**
Task 2 Data Collection
Task 3 Conceptual Design

Roles and responsibilities for project subconsultants are listed in the table below:

SUBCONSULTANTS

| Subconsultant | Discipline | Task(s) | Referenced Exhibit |
|----------------------|-------------------|----------------|---------------------------|
| Klein and Associates | Land Surveying | Task 2 | Exhibit C1 |

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management and administration for work associated with the project. This task includes technical and financial management of the project from project start up through final design.

Approach:

1.1 Project Management. Provide comprehensive project management to ensure the scope, schedule and budget are met including schedule updates, coordination, and direction to City staff and design team to successfully complete the project. This task also includes providing monthly updates to the City on project status. Project management will include the following:

- Schedule and participate in bi-monthly coordination conference calls with the City Project Manager and other staff or stakeholders at their request.
- Provide maintenance of a comprehensive Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, and utilities. A preliminary schedule will be prepared following contract execution.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.
- Not more than six (6) two-hour coordination meetings are assumed to be required in addition to the bi-monthly conference calls between the City and project team.

1.2 WSDOT Documentation and Coordination. Provide administration of the project per LAG Manual procedures to meet federal funding requirements as required by the STP funds allocated to the project. Coordinate with WSDOT and the City for completion of items including: Project Prospectus, Local Agency Agreement, Federal Progress Billings, Quarterly Project Reports, UDBE reporting (as required by WSDOT) and revisions of the Local Agency Agreement/Project Prospectus.

1.3 Environmental Classification Summary (ECS) and SEPA. Prepare NEPA documentation as part of the Local Agency ECS for the project (a requirement of Federal Grant funding) as follows:

- Coordinate and attend a NEPA kickoff meeting with WSDOT staff.
- Research available information for the project area.
- Prepare an Environmental Justice Technical Memorandum.
- Prepare preliminary ECS form for review by WSDOT local programs staff.
- Prepare a final ECS form for review and approval by WSDOT and FHWA.
- Prepare draft and final Documented Categorical Exclusion (DCE) documentation.
- Coordinate adoption of the DCE for NEPA.

Prepare a draft and final SEPA Checklist for City of Stevenson approval and signature.

Assumptions:

- Project management scope detailed above includes all management tasks for the entire project and is not limited to the conceptual design tasks included in this scope of work.
- This contract will span a 10-month design period (August 2018 – May 2019) and a 12 month bidding, construction and project closeout phase (June 2019 – June 2020). Project management efforts during construction are not included in this scope of work.
- Bi-monthly project coordination conference calls will be held with the City project manager during the design period.
- The project will be classified in the ECS as a documented categorical exclusion.
- The project will not affect resource lands; will not affect 6(f) lands; is not located within a shoreline area and does not require a shoreline permit or review; the project will not have any disproportionate effects on low-income, minority, limited English speakers or other special populations; and WSDOT/City will conduct all tribal coordination.
- No Effect Determination for Environmental Justice. No supporting reports, studies or canvassing will be required for the Environmental Justice Memorandum.
- A No-effect letter for the ESA will be approved by WSDOT and biological assessment or consultation with other agencies will not be required.

- The City will act as the SEPA lead agency and will prepare the SEPA threshold determination. A DNS determination will be given to the SEPA and an EIS will not be required.
- NEPA supporting documentation and reports are not included in this scope of work. A supplement will be prepared which includes all additional documentation and supporting information necessary to complete the ECS including archeological investigations, air quality analysis, traffic analysis, and environmental site assessments (as required) to be determined as part of the NEPA kickoff meeting identified in other tasks.

Deliverables:

- Project Scope and Fee
- Monthly progress reports will be submitted with invoices. These will include task level budget status and schedule status. Billings will be invoiced by task and will include staff classification, hourly rate, and hours charged to the project.
- Updated Schedule in Microsoft Project format, as needed
- Project Prospectus
- SEPA Checklist
- NEPA Local Agency Classification Summary

TASK 2 DATA COLLECTION AND EVALUATION

Objective: To develop a thorough understanding of the project and obtain the required information to accurately develop the project.

Approach:

2.1 Site Investigation and Data Collection. Conduct site investigation of the project area to review existing conditions, take design and pre-construction photographs, and review available as-built information within and adjacent to the project limits.

2.2 Topographic Survey. Establish horizontal and vertical survey control for the project, complete a topographic and utility survey of the entire project site, and compile new information with previously completed boundary and property line surveys. The field topographic data and boundary data will be incorporated into the base map and a digital terrain model will be prepared. See Exhibit C1 for survey scope of services, deliverables and assumptions.

Assumptions:

- City will provide all available as-built information within the project limits and for recently completed projects adjacent to the site. City will also provide all available building permits for existing structures within the project site.

Deliverables:

- Topographic Base Map

TASK 3 CONCEPT DESIGN DEVELOPMENT

Objective: To develop a concept level design of the improvements which can be used to begin public involvement efforts and provide the project team with sufficient information to accurately scope all additional tasks required to complete the project including Right-of-Way acquisition, required archeological investigations and environmental reports necessary to support the NEPA.

Approach:

3.1 Conceptual Design. A conceptual design of the improvements will be prepared for City input and will include all improvements identified by the City to be included in the project. Improvements will be shown on plan and profile sheets and will include only horizontal and vertical geometry information.

3.2 Conceptual Design Graphic. A graphic will be prepared illustrating the prepared conceptual design. The graphic will include all street and pedestrian improvements and will include photographic representations of the different aesthetic features and amenities being considered for the project including landscaping, decorative street lighting, decorative concrete features, and basalt pillars. Photographic images will be obtained from existing amenities on 2nd Street and Cascade Avenue.

Assumptions:

- Conceptual Design will be prepared based on available aerial imagery.
- Aesthetic elements of design are assumed to be consistent with improvements made as part of the 2nd Street project and Cascade Avenue.
- No public meeting attendance is included with this task.

Deliverables:

- Conceptual Design Graphic to be mounted on a presentation board.



Wallis Engineering
 City of Stevenson - Russell Avenue Improvements
WE #1465A
 August 2018

| TASK | SE | E2 | E4 | E5 | E6 | T1 | C1 | Expenses | Subconsultants Klein |
|---|----------|------------|-----------|-----------|----------|-----------|-----------|------------------|-------------------------|
| Task 1 Project Management and Administration | | | | | | | | | |
| 1.1 Project Management | 2 | 68 | | 16 | | | 20 | \$ 386.00 (M) | |
| 1.2 WSDOT Documentation and Coordination | | 24 | | | | | 32 | | |
| 1.3 Environmental Classification Summary (ECS) and SEPA | | 24 | | 48 | | 24 | 4 | \$ 50.00 (M) | |
| TASK 1 SUBTOTAL | 2 | 116 | 0 | 64 | 0 | 24 | 56 | \$ 436.00 | \$ - |
| Task 2 Data Collection and Evaluation | | | | | | | | | |
| 2.1 Site Investigation and Data Collection | | 8 | | 16 | | 4 | | \$ 50.00 (M) | |
| 2.2 Topographic survey | | 2 | | 4 | | 4 | | | \$ 6,400.00 |
| TASK 2 SUBTOTAL | 0 | 10 | 0 | 20 | 0 | 8 | 0 | \$ 50.00 | \$ 6,400.00 |
| Task 3 Concept Design Development | | | | | | | | | |
| 3.1 Conceptual Design | 1 | 12 | 32 | | | 32 | | | |
| 3.2 Conceptual Design Graphic | | 4 | | 8 | 8 | 16 | | \$ 150.00 (P) | |
| TASK 3 SUBTOTAL | 1 | 16 | 32 | 8 | 8 | 48 | 0 | \$ 150.00 | \$ - |
| GRAND TOTAL | 3 | 142 | 32 | 92 | 8 | 80 | 56 | \$ 636.00 | \$ 6,400.00 |

Exhibit B
DBE Participation

Agreement Number:

- 34 -

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

- 39 -

Exhibit D
Prime Consultant Cost Computations

CONSULTANT: Wallis Engineering
PROJECT: Russell Avenue Improvements

DIRECT SALARY COST (DSC):

| <u>Classification</u> | <u>Man Hours</u> | x | <u>Rate</u> | = | <u>Cost</u> |
|-----------------------|------------------|---|-------------|---|--------------------|
| Senior Engineer | 3 | x | \$57.70 | = | \$173.10 |
| Engineer 1 | 0 | x | \$52.88 | = | \$0.00 |
| Engineer 2 | 142 | x | \$49.76 | = | \$7,065.92 |
| Engineer 3 | 0 | x | \$37.98 | = | \$0.00 |
| Engineer 4 | 32 | x | \$37.02 | = | \$1,184.64 |
| Engineer 5 | 92 | x | \$36.06 | = | \$3,317.52 |
| Engineer 6 | 8 | x | \$26.92 | = | \$215.36 |
| Senior Designer | 0 | x | \$75.00 | = | \$0.00 |
| Inspector | 0 | x | \$50.00 | = | \$0.00 |
| Technician 1 | 80 | x | \$31.82 | = | \$2,545.60 |
| Clerical 1 | 56 | x | \$30.60 | = | \$1,713.60 |
| Technical Writer | 0 | x | \$30.60 | = | \$0.00 |
| | | | TOTAL DSC | = | <u>\$16,215.74</u> |

OVERHEAD (OH COST - Including Salary Additives):

| | | | |
|---------------|--|----------|----------------------|
| OH Rate x DSC | of <u>157.68%</u> x <u>\$16,215.74</u> | TOTAL OH | = <u>\$25,568.98</u> |
|---------------|--|----------|----------------------|

FIXED FEE (FF):

| | | | |
|-----------------|---------------------------------------|----------|---------------------|
| FF Rate x (DSC) | of <u>30.00%</u> x <u>\$16,215.74</u> | TOTAL FF | = <u>\$4,864.72</u> |
|-----------------|---------------------------------------|----------|---------------------|

REIMBURSABLES:

| | |
|--------------------|-------|
| Printing & Mileage | \$636 |
|--------------------|-------|

| | |
|----------------------|-----------------|
| TOTAL REIMBURSABLES: | <u>\$636.00</u> |
|----------------------|-----------------|

SUBCONSULTANT COSTS:

| | |
|------------------------|---------|
| Klein & Associates Inc | \$6,400 |
|------------------------|---------|

| | |
|----------------------------|-------------------|
| TOTAL SUBCONSULTANT COSTS: | <u>\$6,400.00</u> |
|----------------------------|-------------------|

| | |
|-------------|-----------------------------|
| GRAND TOTAL | = <u><u>\$53,685.44</u></u> |
|-------------|-----------------------------|

PREPARED BY: _____

DATE: _____



**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

June 11, 2018

Wallis Engineering, PLLC
215 W 4th Street, Suite 200
Vancouver, WA 98660

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Gillian Wallis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 157.68%. These rates are applicable to Washington Local Agency Contracts only. These rates 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 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.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

Jonson, Erik
Jun 12 2018 2:52 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Certification of Final Indirect Costs

Firm Name: Wallis Engineering, PLLC

Indirect Cost Rate Proposal: 157.68

Date of Proposal Preparation (mm/dd/yyyy): 06/03/2018


Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2017 to 12/31/2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Jane Vail

Title: Member

Date of Certification (mm/dd/yyyy): 06/03/2018

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

Exhibit E ***Sub-consultant Cost Computations***

There isn't any sub-consultant participation at this time. 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.

Agreement Number:

- 43 -



Klein & Associates, Inc.

Engineering, Land Surveying, Planning

Hood River, OR
1411 13TH STREET, 97031
(541)386-3322

Camas, WA
2517 252ND AVE, 98607
(360) 687-0500

Bingen, WA
PO Box 786, 98605
(509) 493-3111

August 2, 2018

Wes Wegner
Wallis Engineering
Wes.wegner@walliseng.net

Via Email

RE: Russell Avenue Mapping, Stevenson, WA

Dear Mr. Wegner;

Klein & Associates, Inc. is pleased to submit our proposal for Survey Services for the above referenced project.

The Klein & Associates, Inc. team is committed to providing you with professional surveying services. We have established a reputation for providing cost-effective, accurate and timely surveying and engineering services. We offer the benefits of quick response and in the field knowledge combined with extensive background experience and education in most aspects of surveying and civil engineering.

We have included a Scope of Work and Cost Estimate with as outlined in Exhibit "A"

We appreciate the opportunity to offer our professional services in support of this project and look forward to working with you. If you have any questions, or need additional information, please call us at (360) 687-0500.

Respectfully yours,

James Klein, PLS
Senior Project Surveyor

Attachments: Exhibit A - Scope of Work and Estimated Cost

**EXHIBIT A
KLEIN & ASSOCIATES, INC. SCOPE OF WORK**

(Russell Avenue Mapping)

August 2, 2018

GENERAL SCOPE OF PROJECT AND ESTIMATED COSTS:

We are pleased to provide you with the following Scope of Work and Estimated Costs for mapping services, on the above referenced property.

Survey Task 1.0

Subtask 1.1- Russell Avenue Mapping:

Full Topographic Survey for the street right of way to the limits shown on the attached Scoping Map. The field topographic data will be incorporated into a base map and a digital terrain model will be prepared. Topo will include all above ground structures, including sidewalk and driveways, material transitions, grade changes in road/sidewalk/driveways, building corners and other building transitions, utility structures, top and bottom of curb, all utilities within the corridor, we will also pick up invert information at downstream structure beyond project limits for all gravity pipe systems.

Task 1.0 - Cost \$6,400

This project will be billed with a not to exceed cost of \$6,400. Please note: Should some unforeseen issue arise during the course of this project in regards to boundary and/or title that requires work outside the original scope as outlined above, our firm will notify client to discuss the additional work required and associated cost. Should the client decide during the course of this survey they do not wish to complete the survey, we will halt our work and bill for any work performed up to date.

Deliverable(s)

Civil 3D .DWG

Project Schedule

Klein & Associates, Inc. will begin field work within 30 days of a completed contract. Deliverable will be completed within 14 days of the completion of field work.

Exhibit F

Title VI Assurances

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

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

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

Agreement Number:

- 46 -

Exhibit G
Certification Documents

- 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)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

- 48 -

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; 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.

Signature

Date

Agreement Number:

- 49 -

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

- 50 -

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

- 51 -

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* 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***:

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

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

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

Agreement Number:

- 52 -

Exhibit H

Liability Insurance Increase

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

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

From: Steve C. Morasch [mailto:stevem@landerholm.com]
Sent: Monday, July 09, 2018 4:43 PM
To: Ben Shumaker <ben@ci.stevenson.wa.us>
Cc: Ken Woodrich <ken@woodrich.com>; Jamie Howsley <jamie.howsley@jordanramis.com>
Subject: Chinidere Phase IV DA extension request

Ben,

I am writing on behalf of Cathy Sawyer regarding the Development Agreement for Phase IV of the Chinidere Mountain Estates Subdivision. http://ci.stevenson.wa.us/wp-content/files_mf/14715409868.aChinidereDevelopmentAgreementAmendment.pdf

This Development Agreement was amended in 2016 to make a few changes and extend the deadlines. Cathy had aggressively marketed the property for the past two years using two different brokers (Terry Wollam at ReMax and David Bennett at Windermere in Stevenson), but they have had not a single offer on the property, apparently because the market for undeveloped lots in Stevenson is already saturated with final platted lots and these preliminarily platted 8 lots still have some hefty development costs before they could be final platted.

Therefore, Cathy has asked me to initiate the process to request an additional extension of the Development Agreement time periods to undertake the final platting of Phase IV. Ideally, she would like to extend for another five years, so she doesn't have to come back every couple of years with a similar request. Please let me know your thoughts and what the process is to initiate such a request in Stevenson.

Thanks,

Steve

Steve C. Morasch | Attorney at Law
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, WA 98666-1086
T: 360-558-5912 | T: 503-283-3393 | F: 360-558-5913
www.landerholm.com

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

5 Jordan Ramis PC
Attn: James D. Howsley
1499 S.E. Tech Center Place, Suite 380
Vancouver, WA 98683

10

This space provided for recorder's use.

15 INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): ASPEN DEVELOPMENT LLC, a Washington
limited liability company (Phases 1 through 3); and
20 CHINIDERE, LLC, a Washington limited liability
company (Phase 4)

GRANTEE: CITY OF STEVENSON, a Washington municipal
corporation

ABBREVIATED LEGAL DESC:

25 FULL LEGAL DESC: Lot 1 and Lot 2 of the Feliz Short Plat as recorded
with the Skamania County Auditor as AFN
2008170088.

30 ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): 03-75-36-3-0-0500 and 03-75-36-3-0-1200

REFERENCE NUMBER OF
35 RELATED DOCUMENTS: AFN 2008170088

DEVELOPMENT AGREEMENT

Effective Date: _____, 2016

PARTIES:

40 Aspen Development, LLC is the owner of APN 03-75-36-3-0-1200, legally described as
Lot 1 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN
2008170088. Chinidere, LLC is the owner of APN 03-75-36-3-0-0500, legally described
as Lot 2 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN
2008170088.

45 Collectively these owners are referred to as the “Developer”.

The City of Stevenson is a Washington municipal corporation (“City”), and is responsible
for land use planning and permitting pursuant to the Growth Management Act, RCW
35A.63 and RCW 58.17.

50 Developer and City are collectively referred to as the Parties.

AUTHORITIES

55 The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the
development standards and other provisions that will apply to, govern and vest the
development, use and mitigation of the development of real property for the duration
specified in the agreement, which statute provides:

60 (1) A local government may enter into a Development Agreement with a
person having ownership or control of real property within its jurisdiction.
A city may enter into a development agreement for real property outside
its boundaries as part of a proposed annexation or a service agreement.
65 A development agreement must set forth the development standards and
other provisions that will apply to and govern and vest the development,
use, and mitigation of the development of the real property for the
duration specified in the agreement. A development agreement will be
consistent with applicable development regulations adopted by a local
70 government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

75 The legislature finds that the lack of certainty in the approval of
development projects can result in a waste of public and private resources,
escalate housing costs for consumers and discourage the commitment to
comprehensive planning which would make maximum efficient use of
resources at the least economic cost to the public. Assurance to a
80 development project applicant that upon government approval the project
may proceed in accordance with existing policies and regulations, and
subject to conditions of approval, all as set forth in a development
agreement, will strengthen the public planning process, encourage private
participation and comprehensive planning, and reduce the economic costs
of development. Further, the lack of public facilities and services is a
85 serious impediment to development of new housing and commercial uses.
Project applicants and local governments may include provisions and
agreements whereby applicants are reimbursed over time for financing
public facilities. It is the intent of the legislature by RCW 36.70B.170
through 36.70B.210 to allow local governments and owners and
90 developers of real property to enter into development agreements;

RCW 58.17.140 provides that a final plat must generally be submitted for approval
within five (5) years after preliminary plat approval. However, if the preliminary plat was
95 approved before January 1, 2015, the applicant has seven (7) years to submit a final plat;
and if a preliminary plat was approved before January 1, 2008 and is not subject to the
Shoreline Management Act, the applicant has ten (10) years to file for final plat approval.
Cities and counties may adopt procedures by ordinance for extensions of these time
periods. Further, RCW 58.17.140 provides that nothing prevents a City from adopting by
100 ordinance procedures which would allow extensions of time that may or may not contain
additional or altered conditions and requirements.

Stevenson Municipal Code Section 16.26.090 (Section 4 of Ordinance 2016-1096)
authorizes the City Council to extend final plat approval through a development
105 agreement mutually agreed by an applicant and the City pursuant to RCW 36.70B.170,
upon findings by the City that such extension is in the City's best interests.

RECITALS:

110

The City initially issued "Chinidere Mountain Estates" preliminary plat approval subject
to conditions on February 24, 2006 and modified said approval and conditions after
Superior Court remand as part of the Final Order dated September 21, 2006, as thereafter
partially amended on September 10, 2008 and April 7, 2009, and thereafter varied on July
115 11, 2016; attached respectively as Exhibits "A", "B", "C", and "D".

120 The Project was to be constructed in Phases (Phases 1 through 4), with Phase 1 final map approval anticipated to be complete by the third week of August 2016, and with final map approval for Phases 2 through 4 to be completed at a future time either within the time period defined in RCW 58.17.140, or as otherwise extended to a date mutually agreed by the City and Developer.

Phase 1 consists of 27 lots, Phases 2 and 3 collectively consist of 45 lots, and Phase 4 consists of 8 total lots (total 80 lots).

Preliminary plat approval will expire September 21, 2016.

125 The Parties acknowledge that the Great Recession which began in 2007 had significant impacts on the development and sale of real property, housing and related development projects. The subject Project suffered from the effects of the Great Recession, so that development did not proceed in accordance with the timeframes initially contemplated.

130 The Parties acknowledge that due to the factors associated with the Great Recession, the Developer (Aspen Development LLC with respect to Phases 1 – 3) and Chinidere LLC (Owner of Phase 4) require an extension to obtain final plat approval (for Phases 2 – 4, and possibly Phase 1), and requested an extension from the City prior to the September 21, 2016 expiration date.

135 The Parties agree that it is in the best interest of the City and the Developer to reasonably extend the Preliminary plat approval for a **period of five (5) years** from the current expiration date, so that the new Preliminary plat expiration date for any Phase that has not received final plat approval before September 21, 2016 shall be September 21, 2021.

140 The City will benefit from the extension, as it will enable the plat to be timely and appropriately developed to meet current residential housing needs and generate associated revenue for the City. Other cities in Washington have similarly found that factors associated with the Great Recession support extensions such as the extension authorized by this Agreement. *See*, for example, Haagen Development Agreement Extension – City of Vancouver, Washington.

145 Further, the extension is supported by the fact that the Developer acquired this project in the midst of the development process, and has been required to take action to address and resolve issues not caused by the Developer. *See*, for example, recent court action required to resolve the Lutheran Church Road issue.

150 On July 11, 2016 the City Planning Commission varied the requirement that 80% of each phase must be sold or developed prior to commencing development of the next phase. This action will help the property owners develop the properties under more natural market conditions.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

155 **Note: Phases 1 through 3 are separate and distinct from Phase 4 and no action or**
inaction with respect to Phase 4 shall relate in any manner to, or affect, Phases 1
through 3, and vice versa.

All Phases

160 1. Preliminary plat approval for all Phases that have not received final plat approval
before September 21, 2016 is extended to September 21, 2021.

Phase 1

Phase 1 is owned by Aspen Development, LLC, and the following shall apply with
respect to Phase 1:

- 165 1. **Submittal and Action Timeline (Phase 1):** Infrastructure development and
associated work on Phase 1 shall be substantially completed by March 21, 2017,
with associated follow-up development and associated work to be complete by
September 21, 2018.
- 170 2. Developer's failure to meet the above timelines, unless extended in advance by City
Council action upon a showing of good cause, shall result in the expiration of the
Preliminary Plat approval period for the phase or phases subject to the timeline.
3. **Bonding (Phase 1):** Preliminary plat approval Condition #29 remains in effect
regarding the posting of bonds for the completion of required improvements.

Phases 2 and 3 Details:

175 Phase 2 and 3 are owned by Aspen Development, LLC, and the following shall apply
with respect to Phases 2 and 3.

1. **Phases Combined:** Phases 2 and 3 shall be combined into a single "Phase 2/3".
- 180 2. **Submittal and Action Timeline (Phase 2/3):**
- a. Developer agrees to submit, by September 21, 2018, surveys, maps and
associated documents for Phase 2/3.
 - b. Initial work shall be initiated by September 21, 2019 on Phase 2/3.
 - c. Infrastructure development and associated work on Phase 2/3 shall be
substantially completed by September 21, 2020, with associated follow-up
development and associated work to be complete by January 1, 2021.
- 185 3. Developer's failure to meet the above timelines, unless extended in advance by City
Council action upon a showing of good cause, shall result in the expiration of the
Preliminary Plat approval period for the phase or phases subject to the timeline.
4. **Bonding (Phase 2/3):** Preliminary plat approval Condition #29 remains in effect
regarding the posting of bonds for the completion of required improvements.

190 **Phase 4 Details:**

Phase 4 is owned by Chinidere, LLC, and the following shall apply with respect to Phase 4:

1. **Submittal and Action Timeline (Phase 4):**

- 195 a. Developer agrees to submit, by September 21, 2018, surveys, maps and associated documents for Phase 4.
- b. Initial work shall be initiated by September 21, 2019 on Phase 4.
- c. Infrastructure development and associated work on Phase 4 shall be substantially completed by September 21, 2020, with associated follow-up development and associated work to be complete by January 1, 2021.
- 200 2. Developer's failure to meet the above timelines, unless extended in advance by City Council action upon a showing of good cause, shall result in the expiration of the Preliminary Plat approval period for the phase or phases subject to the timeline.
- 205 3. **Bonding (Phase 4):** Preliminary plat approval Condition #29 remains in effect regarding the posting of bonds for the completion of required improvements.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

210

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

215 **Effective Date/Recording.** This Agreement is effective on the date of recording. If the date of recording occurs after September 21, 2016, this agreement shall not take effect. Following Council approval, a recordable original shall be delivered to Counsel for Aspen Development, LLC, who agrees to secure the remaining signatures and record the original document with the Skamania County Auditor. City assumes no liability for
220 obtaining the remaining signatures nor recording the original.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

225 **City's Reserved Authority.** Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion generally is not a serious threat to public health and safety but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of

230 the Stevenson City Council after appropriate public process. The City further retains all
police power regulation and all authority not subject to vested rights limitations under
RCW 58.17.033.

Authorization. The persons executing this Agreement on behalf of Developer and the
City are authorized to do so and, upon execution by such parties, this Development
235 Agreement will be a valid and binding obligation of such parties in accordance with its
terms. The Parties have each obtained any and all consents required to enter into this
Agreement and to consummate or cause to be consummated the transactions contemplated
hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties'
240 successors and assigns, and will be recorded with the Skamania County Auditor.

Term. The Term of this Agreement will expire on September 21, 2021, unless earlier
extended by the Parties.

Public Hearing. The Stevenson City Council has approved execution of this Agreement by
resolution after a public hearing.

245 **Dispute Resolution.** Should a disagreement arise between the Parties, the Parties agree to
attempt to resolve the disagreement by first meeting and conferring. If such meeting
proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil
action.

Venue. This Agreement will be construed in accordance with the laws of the State of
250 Washington, and venue is in the Skamania County Superior Court.

Performance. Failure by any Party at any time to require performance by the other Parties
of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the
same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any
succeeding breach or a waiver of this clause.

255 **Severability.** If any portion of this Agreement will be invalid or unenforceable to any extent,
the validity of the remaining provisions will not be affected thereby. If a material provision
of this Agreement is held invalid or unenforceable such that a Party does not receive the
benefit of its bargain, then the other Parties will renegotiate in good faith terms and
provisions that will effectuate the spirit and intent of the Parties' agreement herein.

260 **Inconsistencies.** If any provisions of the Stevenson Municipal Code and land use regulations
are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the
provisions and if unable to do so, the provisions of this Agreement will prevail, excepting
the City's reserved authority as explicitly defined herein.

265 **Amendments.** This Agreement may only be amended by mutual written agreement of the
Parties, and all amendments will be recorded in the Skamania County deed records.

270 **Survival.** Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

275 **No Benefit to Third Parties.** The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

280 **Notices.** All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

285 City: City of Stevenson
7121 East Loop Road, PO Box 371
Stevenson, WA 98648

290 With a copy to: Kenneth B Woodrich, City Attorney
110 Columbia St., Suite 109
Vancouver, WA 98660-3515

Developer: _____

295 With a copy to: _____

340 construed as creating the relationship of principal and agent, partners, joint venturers, or
any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such
additional documents and will do such acts that are reasonably necessary, in connection
with the performance of their respective obligations under this Agreement according to
345 the Schedule so as to carry out the intent of this Agreement.

Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be
deemed an original and all of which shall constitute one and the same instrument, and
350 shall become effective when counterparts have been signed by each of the Parties and
delivered to the other Parties; it being understood that all Parties need not sign the same
counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile
355 transmission (whether directly from one facsimile device to another by means of a dial-
up connection or whether mediated by the worldwide web), by electronic mail in
“portable document format” (“.pdf”) form, or by any other electronic means intended to
preserve the original graphic and pictorial appearance of a document, or by combination
of such means, shall constitute effective execution and delivery of this Agreement as to
360 the Parties and may be used in lieu of the original Agreement for all purposes. Signatures
of the Parties transmitted by facsimile shall be deemed to be their original signatures for
all purposes.

Signatures appear on the following pages.
365

470

EXHIBIT "A"
9/21/2006 Preliminary Plat Approval (25 pages)

475

480

485

490

495

500

505

510

**BEFORE THE CITY OF STEVENSON, WASHINGTON
PLANNING COMMISSION**

Regarding a request by John Feliz, applicant, for a Preliminary Plat to divide 25.4 acres into 83 lots for Mixed single family detached and multi-family residential In the R-1 and R-3 zones in the newly-annexed area on the East side of Stevenson, South of the Skaalheim tracts and North of SR-14.

) AMENDED
) FINAL PLANNING
) COMMISSION
) RECOMMENDATIONS
) AS ADOPTED BY
) CITY COUNCIL 9/21/06
Per the Superior Court's
Order of Remand

A. SUMMARY

1. John Feliz (the "applicant") requests approval of a preliminary plat to divide 25.4 acres of property partially zoned R-1 and partially zoned R-3 into 83 home sites consisting of 83 residential structures, of which no more than four structures shall be multi-family and the remaining structures shall be single family detached homes. The applicant also proposes to create two tracts designated as open space or habitat buffers and one space designated as a park, totaling 3.65 acres. The two tracts designated as open space serve to protect and preserve stream corridors and wildlife habitat on three streams that cross the property. The original plat application was changed to address staff concerns and the amended preliminary plat application was filed in June, 2005.
2. The applicant will dedicate right of way for and construct several new public streets within the site. The applicant will extend Pine Street, Tari Lane, Fir Street and Spruce Street on the North end of the property, and on the South end of the property make improvements to Lutheran Church Road and its connection to SR-14. The applicant submitted a Traffic Impact Analysis dated March 9, 2005, and a later addendum. The applicant requests the following variances:
 - i. To reduce the right-of-way width requirement (from 60 feet to 50 feet)
 - ii. To reduce the 36-foot paved road surface requirement to a 32-foot paved surface;
 - iii. To provided sidewalks on one side of the paved surface only (the City road standards require sidewalks on both sides);
 - iv. To exceed the 15% maximum grade for a section of Fir Street, up to a 16.67% grade;
 - v. To exceed the maximum 15% grade for the proposed pedestrian paths;

- vi. To eliminate the requirement of connectivity between the new road system and the existing city streets adjoining the subdivision.
3. The applicant will collect storm water from impervious areas and direct it into a pipe collection system, directing all stormwater to a stormwater treatment area, which discharges to Vallett Creek, a Type 3 stream, and then to the Columbia River. See Preliminary Stormwater Plan. No changes are proposed for the drainage of the existing intermittent stream.
 4. The applicant has provided a Geotechnical Engineering Report showing cross sections of the site and making recommendations to direct groundwater from the site. The study concludes that residential development is technically feasible on the site with detailed engineering considerations and construction supervision.
 5. The applicant provided an Oregon White Oak Habitat Management Plan to address the project's impact on flora and fauna found on the site and to address concerns from the Washington Department of Fish and Wildlife.
 6. Skamania County PUD will provide electrical power and the City of Stevenson will provide domestic water and sanitary sewer to each proposed lot.
 7. The City of Stevenson issued a Mitigated Determination of Non-Significance (MDNS) for the subdivision pursuant to the State Environmental Policy Act ("SEPA"). The MDNS contained the following mitigation measures:
 1. As part of Phase 1, off-site improvements to Lutheran Church Road and the State Route 14 approach shall be constructed to provide more adequate vehicular and pedestrian safety.
 2. Development activities such as site preparation, grading and the construction of roads and utilities, construction, except for necessary utility line and emergency access road corridors on other parts of the site.
 3. In conjunction with the phased development, off site street improvements to portions of Pine Street, Tari Lane, Fir Street and Spruce Street shall be constructed by the applicant to provide the needed street linkages to the project site.
 4. To address the need of adequate water supplies and sewer services to the project site, the applicant shall provide the water main extension along Second Street Lutheran Church Road, an upgrade at the Kanaka Creek pump station and shall participate with the City on the upgrade of the water main along Pine Street.
 5. Project plans shall include stormwater drainage facilities, site grading plans and erosion control measures using best management practices, acceptable to the City Engineer.
 6. Prior to site construction activities for Phases 2, 3 and 4, a wildlife/bird breeding survey shall be conducted, as recommended by the Washington Department of Fish and Wildlife, to assess priority habitat

and species. Identification of priority habitat or species may require site mitigation.

7. If cultural or archeological resources are discovered on the site during construction activity, the Office of Archeology and Historic Preservation in Olympia and the City of Stevenson shall be notified immediately.

The City Planning Director provided notices to interested agencies as required by Ch. WAC 197-11 and received comments. As a result of the comments, the City Planning Director has amended mitigation measure numbers 4, 6 and 7 to the following

4. To address the need of adequate water supplies and sewer services to the project site, the applicant shall provide the water main extension along Second Street Lutheran Church Road, an upgrade at the Kanaka Creek pump station if other measures to control inflow/infiltration on-site are not adequate, and shall participate with the City on the upgrade of the water main along Pine Street.

6. Prior to site construction activities for Phases 2, 3 and 4, a wildlife/bird breeding survey shall be conducted, as recommended by the Washington Department of Fish and Wildlife, to assess priority habitat and species, such as the Western Gray Squirrel, and may require a comprehensive wildlife plan and amendments to the project plans.

7. Prior to site disturbing activities, an archeological/cultural resources survey of the site shall be conducted by a qualified professional and shall be made available to appropriate agencies for review. If cultural or archeological resources are discovered on the site during construction activity, the Office of Archeology and Historic Preservation in Olympia and the City of Stevenson shall be notified immediately.

8. It is understood that the applicant has applied for preliminary plat approval of the entire four-phase proposal. Preliminary plat approval would remain valid for five years, subject to completion of improvements and submission of a final plat.

9. Based on the finding provided or incorporated herein, the Planning Commission (hereinafter "PC" or "Commission") recommended approval of the subdivision subject to the conditions at the conclusion of this final order.

10. On February 16, 2006 the City Council summarily adopted the PC Recommendations.

11. The Applicant, Columbia Riverkeepers (Riverkeepers), and a neighbor by the name of Avis Dunas (Dunas) appealed the City's Approval to the Skamania County Superior Court. The City was named a respondent in these appeals. The administrative record was presented to the court. The parties submitted briefs on the factual and legal issues. Upon review of each side's

arguments, the Applicant, Riverkeepers and Dunas reached an agreement to address what they perceived to be defects in the City's Approval. Appeals followed, and On September 14, 2006, the City Council authorized the City Attorney to sign a Stipulated Motion and Order of Remand to resolve the parties' respective appeals dispute. On September 15, 2006 the Court entered a Stipulated Order of Remand to require the City to make changes to its conditions of Approval. A copy of the court's Order of Remand is attached to herein as Exhibit "A" the PC Recommendations as agreed upon by the Petitioners and by the City, at a public subject to public hearing on September 21, 2006. No one appealed the Court's Order of Remand.

12. On September 21, 2006, the City Council conducted a public hearing where it considered the court's Order and approved the adoption of these Amended Final Planning Commission Recommendations as contained herein.

B. HEARING AND RECORD HIGHLIGHTS

1. The Planning Commission conducted a public hearing, continued with the consent of the applicant on three meeting dates: August 8, 2005, August 16, 2005 and January 17, 2006. The testimony and evidence, including an audiotape of the public hearing and the casefile maintained by the City, are included herein as exhibits, and they are filed at City Hall. Appendix 1 contains a summary of testimony and evidence offered at the hearing. As set forth above, the City Council also held a public hearing on September 21, 2006 to consider the court's Order of Remand and the previously established record.

C. DISCUSSION

1. City staff and consultants recommended that the Commission approve the preliminary plat, based on the findings set forth in the Engineer's report and Staff report and subject to conditions of approval in the Engineer's and Staff Reports, as modified at the hearing. The applicant largely accepted those findings and conditions as modified, with exceptions discussed below.

2. The Commission finds that the Staff Report accurately identifies the applicable approval criteria for the preliminary plat and contains affirmative findings that the proposed preliminary plat does or can comply with the applicable standards of the SMC (including cited plans and codes) and the Revised Code of Washington, provided the applicant complies with recommended conditions of approval as amended herein. The Commission adopts the affirmative findings in the Staff Report as its own, except to the extent that those findings are inconsistent with the findings in this Final Order.

3. There is a dispute about whether the proposed variance requests should be allowed. These will be treated in order:

- i. To reduce the right-of-way width requirement (from 60 feet to 50 feet)
 1. Choice of standard. The threshold question in this case is what standard should be applied to the variance request. Mr. Keith Hirokawa argues on behalf of neighbor Avis Dunas and Columbia Riverkeeper that the proponent must in each instance meet the multi-part test set forth in SMC 16.38.010. That section addresses variances pertaining to subdivision requirement. However, that section specifically pertains to standards set forth “within this article” and Article II of SMC does not define road width. That requirement is mandated by the City road standards. The PC finds that the standard to be applied in the case of a request for a variance from the road standards appears in the City Road Standards. That is within the sound discretion of the City Engineer, who has concluded that a 50-foot right-of-way is adequate under the conditions existing on this property.
 2. PC finds that the City Engineer has considered the evidence introduced to the City, including reports submitted to the PC as well as the topography and soil composition of the site, and has concluded that a 50-foot right of way will be adequate for the project.
 3. The PC adopts the City Engineer’s recommendation relating to the 50-foot right-of-way request, with the **additional condition** that the City Engineer and Public Works director agree that this right-of-way is adequate considering the decision below concerning the sidewalk variance request.

- ii. To reduce the 36-foot paved road surface requirement to a 32-foot paved surface, consisting of two twelve-foot driving lanes and a single eight-foot parking lane;
 1. Again, the road standards should be applied in this case, and the PC again considers the testimony of the neighbors opposing the reduction of the road width. The discussion focused on the relative dangers to vehicles and pedestrians negotiating a narrower roadway, contrasted by the argument that wider roads lead to faster traffic, more surface area for stormwater and less of a residential feeling.
 2. The PC finds that the narrower roadway will be adequate considering the increased slope cuts that would be required for the larger roadway, the increased stormwater runoff that would result from the larger impermeable surface area and the benefits of slower traffic within the subdivision. The

PC again adopts the City Engineer's findings and recommendations relating to this variance request.

- iii. To provided sidewalks on one side of the paved surface only (the City road standards require sidewalks on both sides);
 1. There was considerable testimony relating to the request for a variance from the standards requiring sidewalks on both sides of the travel lanes. The City Engineer generally supported the variance request, but conceded during deliberations that the PC was more familiar with local standards and conditions and a departure from the Engineer's recommendations might be appropriate if the PC considers the variance to be inappropriate for this subdivision.
 2. The proponent argued that there is adequate pedestrian circulation around the subdivision with sidewalks on only one side of the roadway, especially considering the proposed trail network. Several citizens argued that the development is intended for moderately-sized and priced homes, and that it is likely to house younger families with school-aged children. They expressed concern that children living on lots without contiguous sidewalks would have to cross the street to play safely on a sidewalk, and that would place younger children in peril, or require higher parent supervision.
 3. The developer conceded the trail system is not being built to the standards of sidewalks insofar as it will exceed grade requirements in some areas, have an unimproved gravel surface, and no lighting or other security measures. The PC finds the trail system is not equivalent to sidewalks and the request for a variance to this standard should be denied. Again, to the extent this decision impacts the right-of-way and/or road width variance requests, the proponent will have to meet the condition that the right-of-way must be approved as adequate by both the City Engineer and Public Works director.
- iv. To exceed the 15% maximum grade for a section of Fir Street, up to a 16.67% grade;
 1. The City Engineer's report addressed the request for a variance from the grade requirements, and concluded the request could be allowed, provided the developer is willing to work with the City Engineer and Public Works director to minimize that grade as the site is developed.
 2. The PC finds the increase grade will not adversely the safety of the traffic circulation in the area, provided the

developer provide adequate connectivity as set forth below so that vehicles may use alternate routes during snow and ice events. The PC adopts the City Engineer's recommendation to allow this variance.

- v. To exceed the maximum 15% grade for the proposed pedestrian paths;
 - 1. The City Engineer concludes in his report that this variance may be allowed without making the trail system less safe. Considering the previous ruling that sidewalks must be built on both sides of the roadway, and thus that the trail system supplements rather than replaces the sidewalk system, this variance request is allowed. The PC adopts the City Engineer's findings and recommendations in this regard.

- vi. To eliminate the requirement of connectivity between the new road system and the existing city streets;
 - 1. Standard of review. There was considerable testimony dedicated to this variance request. In this case, this road standard is part of the subdivision code, SMC 16.30.120, particularly subsection (A) dealing with ingress and egress points, subsection (B) which specifically requires "continuation of major roads which serve property contiguous to the subdivision", subsection (E) which mandates "ready access for fire and other emergency vehicles and equipment, and routes of escape for inhabitants" and subsection (F) that requires the road pattern to "conform to the general circulation of the area and provide for future roads and connections." Thus, the applicant would have to meet the variance standards set forth in SMC 16.38.010, including the showing of undue hardship and deprivation of property rights enjoyed by other properties in the area, that granting the variance will not be detrimental to the public welfare, and that allowing the variance will not nullify the intent and purpose of the subdivision regulations.
 - 2. First, the proponent expressed concern that drivers heading down Loop Road, or between SR-14 and the high school, will choose a "shortcut" through the development, thereby increasing traffic both in the development and in the Skaalheim neighborhood. To address the recognized need to emergency access to the neighborhood, the proponent shows a narrow "emergency access only" roadway connecting the upper and lower areas, and bollards to prevent unauthorized use of the road.

3. The City Fire Chief opposes the use of bollards and the City Engineer concurs that bollards will slow emergency response time. The City Engineer opposes the applicant's proposal relating to connectivity. He observed that connectivity between all city roads provides good vehicle circulation throughout the City and gives emergency vehicles better access in all weather conditions. The City Engineer indicated he would not oppose speed bumps to reduce traffic speed and discourage "cutting through" through the development.
4. The applicant based its reasons for limiting access to the subdivision on safety, but made no real showing of hardship to the applicant based on special circumstances relating to the parcel.
5. The PC considered the proponent's testimony regarding circulation and safety, but finds that the applicant has failed to meet the hardship and comparative privilege requirements of SMC 16.38.010(a), and allowing the variance would frustrate the purpose of the road standards set forth in SMC 16.30.120. City Engineer's recommendations will best advance the access to the site for emergency personnel and do not wish to set a precedent of allowing a subdivision in the City become an insulated "island" from other neighborhoods. The PC adopts the City Engineer's findings and conclusions in denying the connectivity variance request.

vii. Lutheran Church Road radius

1. To improve the safety of the existing 35-foot radius curve on Lutheran Church Road, the City Engineer is recommending as a condition that a minimum centerline curve radius of 100 feet be provided by realigning the road.
2. The PC adopts the City Engineer's findings and conclusions regarding the curve radius of Lutheran Church Road.

4. Zoning criteria.

a. The ordinance¹ annexing this parcel adopted R-1 zone for the northernly section of the parcel and R-3 for the southernly section. The exact delineation has not been established between the two zones, and City Council approval of the exact demarcation will be a condition of preliminary plat approval. The applicant is contemplating not more than four multi-family structures on the southern (phases 1 & 2) section of the development. Single

¹ Ordinance 985&986.

family residential is a permitted use in either zone, and multi-family is permitted in R-3 zone.

b. The preliminary plan shows an approximately ½ acre parcel designated as a “park”. Mr. Hirokawa correctly observed that both R-1 and R-3 zones designate a “park” as a condition use, and that no conditional use application was submitted for this park. The applicant argues that the term “park” in the zoning code is intended to mean “public park” and this “park” is not intended to be dedicated to the City – it is reserved for the use of the subdivision residents only. The PC observes that “park” is not defined in 16.02.010 or in Ch. 16.16. While the PC is given discretion in interpreting its own ordinances², it can not be arbitrary in its interpretation. The dictionary meaning of the word “park” is “an area of land, usually in a largely natural state, for the enjoyment of the public, having facilities for rest and recreation, often owned, set apart, and managed by a city, state or nation”³.

This contemplates both that the area will be open to the public and that it is typically owned by the municipality. This area does not include either of these factors, and thus is not a “park” in that sense but something more akin to the “greenspace” areas designated in other parts of the development. Absent a definition of “park” in the ordinance that includes privately owned and operated areas, the PC is inclined to disregard this area’s designation as a “park” and consider it to be an open space that does not require a conditional use application. If at any time the developer or the property owners wish to dedicate this site to the public for public use and maintenance and the City agrees to accept the dedication, a conditional use application will be necessary.

Given the developer’s designation of this property as a “park” we will require as a condition the redesignation of this property as an allowed use, provided the use does not trigger either additional SEPA or PC requirements. If at any time the applicant wishes to redesignate the area as a “park” it will have to apply for a conditional use permit.

In order to allow the County Assessor to properly provide for an assessment of the greenspace and open spaces, the PC imposes a condition to designate all such spaces with Lot numbers.

c. Mr. Hirokawa mentions the R-3 zoning overlay that appears in Ordinance 986 must be addressed for this site. The R-3 design overlay that is contained in the current City Zoning Ordinance applies only to the area around Rock Creek Drive, as denoted on the Official Zoning Map. For the subdivision site, an R-3 overlay was considered for the subject area, but it was never completed or adopted. Thus, the overlay does not apply to the subject parcel.

² Courts generally accord deference to an agency's interpretation of an ambiguous ordinance. Citizens to Preserve Pioneer Park LLC v. City of Mercer Island, 106 Wash.App. 461, 475, 24 P.3d 1079, 1087 (2001).

³ *Webster's Encyclopedic Unabridged Dictionary of the English Language*, Thunder Bay Press, 2001.

Based on the foregoing, the PC adopts the Staff report and recommendations and finds the application meets the zoning designation for this parcel with the conditions set forth.

5. PC Review Standards.

The PC must review the subdivision application according to the review standards set forth in SMC 16.02.180-230

i. Chapter 16.30 Design Standards

1. 16.30.010 General Standards. Except as specifically addressed in the variance discussion, above, the PC adopts the City Engineer's findings and recommendations relating to the roads, sidewalks, drains, fire protection systems, storm sewers and other systems.
2. 16.30.020. Protective improvements required when – Denotation on final plat required. Mr. Hirokawa states that due to the steep topography the area is vulnerable to slides and is therefore “hazardous to the safety or general welfare of persons or property in or near a proposed subdivision” and can not be developed. However, the PC has reviewed the applicant's Geotechnical Engineering Report and its conclusion that the site may be developed safely under the conditions stated in that report and heard testimony from the consultant geotechnical engineer at the public hearings of August 8 and 16, 2005. Absent any expert testimony on the record to the contrary, the PC concurs with the City Engineer's findings and conclusions that the site is not inherently hazardous for development.
3. 16.30.030 Lot size and dimensions. The PC adopts the Planning Director's findings and conclusions that the applicant's proposed lot size and dimensions meet the City's applicable standards.
4. 16.30.040 Blocks. The PC adopts the Planning Director's findings and conclusions that the applicant's proposed block design meets the City's applicable standards.
5. 16.30.050 Reverse frontage lots. The PC adopts the Planning Director's findings and conclusions that the applicant's lot configuration design meets the City's reverse frontage standards.
6. 16.30.060 Lot access. The PC adopts the City Engineer and Planning Director's findings and conclusions that the applicant's proposed lot layout provides adequate public road access to each lot, except as modified by the variance decisions discussed above.

7. 16.30.070 Utility Easement. The PC finds that the preliminary plat map provides for adequate utility easements, provided the City Engineer and Public Works Director do not require more than the 50' right-of-way allowed conditionally above.
8. 16.30.080. Underground utility installations. The PC finds that the project intends to underground utilities and that this requirement is therefore met. The PC finds that the Skamania County PUD has reviewed the plans and agreed to the underground re-routing of its overhead transmission lines, at the applicant's expense.
9. 16.30.090 Drainage and storm sewer easements. The applicant has submitted a Preliminary Stormwater Plan. That plan shows a drain collection system that directs the stormwater to a central bioswale treatment facility on-site next to Lutheran Church Road. From there, the treated water will flow into Vallett Creek and then into the Columbia River.
 - a. Mr. Hirokawa cautions that the area designated for the bioswale is a wetland, and the applicant must first apply for a further critical areas permit pursuant to SMC Ch. 18.12. However, as will be discussed in the critical areas section, below, the area is not mapped as a wetland area and the site assessment of the property failed to identify wetlands as contemplated under this chapter. In addition, the bioswale would not intrude on the required 50-foot buffer area for Vallett Creek, a type 3 stream.
 - b. The PC finds that the Preliminary Stormwater Plan adequately addresses the need to collect and treat stormwater from the site, conditioned upon the City Engineer's review and approval of a final stormwater plan. The PC adopts the City Engineer's findings and recommendations relating to stormwater.
 - c. The PC finds the Preliminary Stormwater Plan shows a general location of stormwater facilities and **a condition** will be imposed requiring adequate easements for the improvement and maintenance of those facilities.
10. 16.30.100 Water supply and sanitary sewer systems.
 - a. Water supply. The City Engineer has considered the applicant's preliminary water system engineering and concludes that both the City water system and the on-site water system will adequately

supply the proposed residences, with the conditions imposed.

- b. Sewer supply. The City Engineer has considered the applicant's preliminary sewer system engineering and concludes that both the City sewer system and the on-site sewer system will adequately supply the proposed residences, with the conditions imposed.

11. 16.30.120 Roads.

- a. Lutheran Church Road approach.
 - i. Considerable testimony related to the Lutheran Church Road approach. While this is also relevant to the SEPA application, it is also part of the PC's analysis by virtue of SMC 16.30.120. Subsection (A) requires a subdivision to provide ingress and egress to a subdivision at not less than two points. Provided the connectivity requirement is met, this subdivision will be accessed by more than two points, even without considering Lutheran Church Road. However, subsection (B) requires the subdivision to provide for the continuation of major roads within a subdivision. Also, subsection (E) requires road networks within the subdivision to have "ready access" for fire and emergency personnel, and subsection (F) requires the roads to "conform to the general circulation of the area".
 - ii. The Washington Department of Transportation (WSDOT) commented on the application, and provided specific conditions, including improvements to the intersection and increasing the road width from approximately 20' to 26' within WSDOT right-of-way from SR-14. The proponent's plan shows the road width decreasing from 26' to approximately 20' after the WSDOT-required widening. The applicant's attorney, Brad Andersen, explained the road width was partly a function of not knowing the City's right-of-way width, since no deed or easement was apparently recorded for this right-of-way, and that proscriptive use will need to be

established or something worked out with the adjacent property owners.

iii. Considerable public comment focused on the danger that would result from the traffic in that area being focused on a narrow road with a close turning radius. The PC finds that a 20' width for this access point fails to provide adequate ingress or egress from this subdivision, and that approval will be conditioned on an increase of this road to a width that meets the City Engineer's standards, preferably to match the 26' required by WSDOT. Prior to preparation of road improvement plans, the Project Engineer shall confirm the existing right-of-way and shall confer with adjoining property owners to identify and resolve potential conflicts.

b. Connectivity to streets adjoining Skaalheim addition. As discussed above, the developer will be required to provide connectivity with the streets to the North of the subdivision. Further, the developer will be required to provide adequate surfacing of the adjoining streets for a reasonable distance as required by the City Engineer and Public Works Director.

c. Connectivity within the subdivision. As discussed above, the developer will be required to provide connectivity between the North section of the development and the South section, both during and after construction. The road connecting the sections must be up to the standards required of other roads within the development.

12. 16.30.140 Street right-of-way width. This section addresses commercial development and roads along subdivision boundaries, neither of which is applicable to this development.

6. The City Council has also considered the Court's Order of Remand and finds that the court's order is appropriate and is based upon substantial evidence as demonstrated by the record.

D. CONCLUSION

The PC concludes that the applicant sustained the burden of proof that the proposed subdivision does or can comply with the applicable provisions of the Stevenson

Municipal Code and Revised Code of Washington, provided it is subject to reasonable conditions of approval warranted to assure compliance in fact with those provisions. The City Council also finds that it is bound by the Court's Order of Remand and hereby adopts the required changes to this Approval.

E. DECISION

In recognition of the findings and conclusions contained herein, and incorporating the reports of affected agencies and exhibits received in this matter, the Commission and the City Council hereby approves the application of John Feliz to subdivide his parcel between SR-14 and the Skaalheim addition into 83 lots, subject to the following conditions:

1. Compliance with City regulations, plans and standards: The design and construction of water and sewer systems, streets, street lights, and storm drainage systems, and site grading and erosion control plans, shall be in accordance with City regulations and Engineering Standards, except as specifically approved otherwise. Complete construction plans, including detailed storm water calculations and downstream analysis, shall be finalized and submitted for review and approval prior to proceeding with construction on the site. Unless otherwise specified herein, at the time of construction and at all times thereafter, the applicant shall comply with all approval requirements established in applicable plans, policies, regulations and standards adopted at the time of this application, including but not limited to, the *Stevenson Municipal Code (SMC)*, the *Stevenson engineering and road standards*, *current water and sanitary sewer plans*, and the *Storm water Management Manual for the Puget Sound Basin (Puget Sound Manual)*.

Zoning and Lots.

2. The applicant shall provide two (2) off-street parking spaces per lot. One of the parking spaces shall be located within a garage containing at least 200 square feet. There shall be a minimum of 20 feet between the front lot line and front door of a garage for all lots.
3. **Prior to final plat approval**, the applicant shall provide a site plan and detailed construction and cost estimates for all development activities associated with the on-site storm water facilities. The agreement shall require payment of a maintenance fund of sufficient size to guarantee maintenance by the City of the storm water facilities. The City may elect to accept dedication of this storm water facilities, subject to a Level 1 Environmental Hazard Assessment or greater, if the area to be dedicated is shown to be free of contaminants, trash and nuisance or poisonous plants, and if the City Council determines that the City has the staffing and funding resources necessary to maintain said dedication.

4. **Prior to the start of construction**, the final grading plan must be reviewed and approved, and earthwork construction, including trenching, shall be observed and tested with documentation provided to the city as construction proceeds, by a licensed geotechnical engineer, and the applicant shall apply for and receive building permits from the city for all proposed site grading and construction. The site grading shall be done during the dry weather season and completed early enough in the year to allow sufficient time for seeding and planting to become established before the onset of wet weather.
5. **Prior to soil disturbing activities** the applicant shall provide the city with a landscaping plan showing all trees to be retained including all large conifers identified by the Washington Department of Fish and Wildlife (“WDFW”) and to meet all criteria set forth in the Oregon White Oak Habitat Plan as approved by the City Planner Director.
6. The applicant shall obtain a permit pursuant to PC review for any entry monument on the site.
7. Prior to final plat approval, the applicant shall specify which four lots are reserved for multi-family construction and a note shall be added to the face of the plat to limit multi-family construction to the designate lots.
8. The applicant shall sell or build on not less than 80% of lots in each phase before commencing soil disturbing activities on the next phase, except that the applicant shall have the right to install the necessary and required infrastructure (i.e. underground utilities), not including roads, provided such installation will be done in a manner that minimizes the ground disturbing activities.~~The applicant shall sell or build on not less than 80% of lots in each phase before commencing soil disturbing activities on the next phase.~~
9. Prior to the initiation of any construction or final plat approval the applicant shall demonstrate to the city’s satisfaction that:
 - i. The applicant shall establish a homeowner’s association (HOA) and the Articles of Incorporation, By-laws and CC&R’s of the HOA shall reflect that the city’s operation and maintenance costs for the stormwater facilities shall be borne by the HOA.
 - ii. The HOA shall be empowered to assess its member’s fees to be reserved and used to pay the city for the operation and maintenance of the facilities.
 - iii. The city shall have the right of third party enforcement to ensure that the HOA remains intact and collects the fees and the city shall have the right to recapture any fees and costs associated with enforcement actions.

- iv. The means of enforcement shall be proposed and approved prior to final plat approval by the City Attorney.
- 10. The City shall not be responsible for sub drains that may be installed and such responsibility shall be charged to individual lot owners or a homeowners association.
- 11. Because the highway predates this development, WSDOT will not be responsible for any traffic highway noise mitigation measures. A note will appear on the face of the plat to this effect.

Critical Areas

12. **Prior to final plat approval or initiation of any soil disturbance**, the applicant shall address Oregon White Oak habitat and riparian buffer requirements as follows:

a. The applicant shall:

- i. Record conservation easements prohibiting building construction and removal of native or mitigation vegetation within the wetland and riparian buffer areas; and
- ii. Amend the preliminary plat to show that all lots are platted outside of the required riparian and wetland buffers as proposed in the applicant's Oregon White Oak Habitat Plan and all subsequent mitigation measures based on the spring breeding bird survey.
- iii. Provide a note on the final plat denoting the Oregon White Oak Habitat Plan and Conservation Easement and their recording numbers with the Skamania County Auditor.

iv. The applicant shall include the Oregon White Oak Habitat Management Plan in Chinidere's CC&Rs

b. In addition, the applicant shall provide the Public Works Director with detailed plans and specifications related to work performed in or near critical areas buffers, when applicable: a vegetation removal and mitigation plan where protected native plants are to be removed; a buffer mitigation and enhancement plan, including a grading and re-vegetation plan; an erosion control plan; and a tree canopy plan and mitigation plan for tree retention and removal within the subdivision including critical areas and buffers. Each report and plan shall consider the cumulative environmental impacts of each phase of development. The requirement in this section that no ground disturbing activity shall occur "near" critical area shall not apply if the applicant submits, and the City approves,

a map that delineates the site's critical area and the applicant has flagged these areas on the ground.

- c. Prior to undertaking any land disturbing activities on the site the applicant shall identify and stake the critical area boundaries in the field prior to construction consistent with SMC 18.12.070.
- d. Prior to final plat approval the applicant shall install physical demarcations along the upland boundary of the critical area buffers. The applicant shall modify the text of the signs as necessary to require protection of the riparian area and stream buffers. The applicant shall revise the CC&Rs to require that the homeowners association and/or lot owners permanently maintain the required signs and demarcation.
- e. ~~e.~~ — The applicant shall show the boundaries of the critical areas on the face of the final plat.

13. If cultural or archeological resources are discovered on the site during construction activity, including burial sites, the applicant is to stop work immediately and notify the Office of Archaeology and Historic Preservation in Olympia and the city of Stevenson Public Works Department are to be notified immediately. Failure to comply with these requirements may constitute a Class C felony, subject to imprisonment or fines. The applicant shall place a note to that effect on the face of the final plat.

14. **Prior to final plat approval** all easements for the private pathway system shall be denoted on the plat. A note shall be added to provide for the right of public access, as intended by the applicant, and shall construct a pedestrian path as shown on the applicant's Pedestrian Circulation Map to provide pedestrian connections through and within the subdivision.

15. No development, including adding landscaping, shall be permitted in any delineated critical areas or within 50 feet of the middle point of any of the streams identified on the applicant's preliminary plat map. Nothing contained herein shall prevent Chinidere from constructing or maintaining a non-impervious trail within the designated critical areas or within the 50-foot set-back area or any other roads, utilities or sidewalks as depicted on the Preliminary Plat Map. Moreover, nothing contained herein shall prevent Chinidere or any subsequent parcel owners to remove or maintain any invasive vegetation (blackberry bushes, scotch broom, and other similar noxious weeds or vegetation) from growing or spreading or to remove hazardous trees or limbs. Nothing herein shall prevent the applicant from planting native plants in accordance with the Oregon White

Oak Habitat Management Plan. The applicant shall add this restriction to the Chinidere CC&Rs.

Engineering

~~15.16.~~ The design and construction of streets, streetlights, street trees and storm drainage systems, and site grading and erosion control plans, shall be in accordance with adopted city standards.

~~16.17.~~ Proposed Road "C" shall be extended to Pine Street and Tari Lane, and proposed Road "E" shall be extended to Fir Street and Spruce Street. Water and sewer mains shall be extended with the streets. The proposed Road "C" shall connect with Lutheran Church Road by a road meeting the standards required of other roads within the subdivision. Speed regulating devices may be proposed by the developer for review and approval by the City Engineer and Public Works Director.

~~17.18.~~ The applicant shall work with the City Engineer and Public Works Director to design and install streets and sidewalks that reduce impervious surfaces to the extent deemed safe and appropriate, but not less than 28 feet. To accomplish this objective, the applicant needs only to design and install sidewalks on one side of the street as deemed appropriate by the City Engineer and Public Works Director.~~The applicant shall design and construct the subdivision roads as non-arterial Local Access street with a 50-foot right-of-way and 32-foot paved width consistent with the City road standards and allowed variances.~~

~~18.19.~~ The street centerline curve radius at Lutheran Church Road shall be in accordance with the City Engineer's recommendations and the maximum street grade for Pine Street shall not exceed 15%, unless approved by the City Engineer and Public Works Director, but in no event shall the grade on Pine Street shall exceed 16.67%.

~~19.20.~~ The tract identified as "Park" is not a permitted use within either the R-1 or R-3 zone. This lot must be redesignated as a permitted use such as "green space" that does not further impact traffic, stormwater or other standards that contemplated this use as a park. Applicant may later seek a conditional use of this lot as a park.

~~20.21.~~ All open space and green space areas must be assigned Lot numbers **prior to final plat approval.**

~~21.22.~~ The applicant shall obtain City approval of a final storm water management plan in compliance with adopted City standards.

a. For the southern end of the site the applicant shall provide sufficient detail to demonstrate that the proposed pre-treatment and

treatment facilities will comply with the requirements of the Puget Sound Manual.

- b. As set forth in item 9, above, the applicant shall amend the CC&Rs to require the homeowners association pay the city for actual costs of maintaining the storm water facilities on the site after the initial two-year monitoring and maintenance period, and shall provide on the face of the plat that the owners consent to the later implementation of a Stormwater Improvement District if at any time the City determines the Homeowner's Association has failed or refused to maintain the stormwater facilities.

22,23. Storm conveyance easements shall be provided in accordance with city standards.

23,24. **Prior to the initiation of any construction or final plat approval** the applicant shall demonstrate to the city's satisfaction that:

- a. The applicant shall establish a homeowners association (HOA) and the Articles of Incorporation, By-laws and CC&Rs of the HOA shall reflect that the operation and maintenance costs for the storm water facilities shall be borne by the HOA, and the HOA shall provide a facilities maintenance manual and facilities maintenance contracts for city approval.
- b. The HOA shall be empowered to assess its member's fees to be reserved and used to pay the city for the operation and maintenance of the facilities.
- c. The city shall have the right of third party enforcement to ensure that the HOA remains intact and collects the fees and the city shall have the right to recapture any fees and costs associated with enforcement actions.

24,25. An NPDES permit must be secured from the Department of Ecology and a copy provided to the city prior to construction.

25,26. The site grading for each phase shall be done during the dry weather season (May 1 and October 31) and completed early enough in the year to allow sufficient time for seeding and planting for erosion control to become established before the onset of wet weather, prior to October 31. Grading and construction outside of the critical areas shall comply with the NPDES permit issued by the Department of Ecology.

26-27. The recommendations of the Geotechnical report prepared by GeoPacific Engineering, Inc. shall be incorporated herein and considered as conditions of approval through final design of the subdivision.

27-28. The applicant shall provide the city with final plan documents prior the city's approval of the final plat for any phase of development.

29. Pursuant to RCW 58.17.140, the applicant shall submit the final plans for City approval within five (5) years of the date of the preliminary plat approval as amended herein. Upon the applicant's request, the City may allow the applicant extensions of time that may or may not contain additional or altered conditions and requirements. The applicant may also, as provided in RCW 58.17.140, post a bond in an amount and with surety and conditions satisfactory to the City that will secure the completion of the actual construction of any of the required improvements.

Streets

28-30. The intersection of Lutheran Church Road and 2nd St./SR 14 shall be improved in accordance with WSDOT requirements.

29-31. The applicant shall make a reasonable effort to obtain additional right-of-way to allow reconstruction of the existing sharp curve in Lutheran Church Road to provide a minimum centerline curve radius of 100 ft. If reasonable efforts are unsuccessful then the alignment of Lutheran Church Road shall be changed to increase the radius of this curve to 100 ft. minimum and extend it to the site in the proximity of the area envisioned for the proposed lot 3.

30-32. Lutheran Church Road off-site shall be improved to a width of 26 ft. plus an overlay of the existing pavement, a curb and abutting 6 ft. sidewalk along the west and north side, and a guardrail at the Vallet Creek crossing. Street lighting shall be installed and No Parking signs shall be installed along both sides.

31-33. The road surface of Lutheran Church Road may be reduced in width to 26' within the subdivision from the West property line to the common lot boundaries between Lots 1 and 2.

32-34. The extension of Lutheran Church Road shall continue to Road C to eliminate the proposed cul-de-sac and to provide vehicular and pedestrian connectivity in accordance with City standards.

33-35. The maximum street grade of 15% may be exceeded as requested along the existing Lutheran Church Road, Road "D", and Tari Lane and the southward extension of Fir St. The extension of Pine St. shall be evaluated during final design to seek a design solution that will adhere to

the maximum allowable grade as closely as possible subject to the City's approval.

34-36. The applicant shall provide an updated traffic study after redesign of the extension of Lutheran Church Road to Road "C" for review and approval by the City Engineer.

35-37. All curves shall have a minimum centerline radius of 70 ft, except Lutheran Church Road in the subdivision which shall have a 100 ft centerline radius.

36-38. The existing pavements of Pine, Tari Lane and Fir Streets shall be extended to the new streets and existing pavements overlaid south of Tari Lane.

37-39. The intersection of Road A/Fir St. shall be constructed with Phase 1 to provide a turnaround or a temporary turnaround.

38-40. An emergency access road with an all weather surface 20 ft. wide and maximum grade of 15% shall be extended with Phase 1 to Pine Street at the north edge of the site to provide alternate ingress and egress to the site until such time as fully improved public streets are constructed with subsequent phases.

39-41. No bollards shall be allowed within public streets.

40-42. The applicant shall construct and dedicate public sidewalks, streets and public ways consistent with the applicable adopted City standards.

41-43. The applicant shall provide a minimum 3-inch diameter PVC or steel pipe of equivalent as approved by the Public Works Director, weep hole through the curb at each lot line. This allows for connection of roof drains to the street and maintains the integrity of the curb, post construction. This detail or requirement must be shown on the construction drawings.

42-44. The applicant shall provide a maintenance warranty or assurance in a form acceptable to the City Engineer for a period of two years in the amount of 10% of the cost of construction as certified by a professional engineer following final acceptance by the city for all other public or city-owned improvements including streets, street lighting, landscaping, water and sanitary sewer systems and stormwater collection and treatment facilities.

43-45. The applicant shall pay a reasonable sum as its proportionate share towards the cost of off-site improvements to the intersection of Pine and Shepard Streets, as determined by the City Engineer and Public Works Director.

44.46. The applicant shall provide the city with verification that sight distance at the intersection of Pine and Shepard Streets, is adequate and safe for the increase traffic created by the subdivision, and shall contribute a reasonable sum toward the improvement of that intersection representing the developer's proportional share of the improvement.

45.47. The final plat shall contain street names and addresses as approved and provided by the city.

46.48. Title 16 outlines fees, subdivision provisions, monumentation, and survey standards. Monumentation shall be provided in accord with the Survey Requirements and Standards of SMC Title 16, Chapter 16.34 and Chapter 58.17 RCW; Plats, Subdivisions and Dedications.

47.49. As constructed drawings will be provided in '.dwg' electronic format as well as Mylar and paper.

Storm water Management

48.50. The storm water drainage system shall be in accordance with the City's Engineering Standards and Puget Sound Manual. The downstream conveyance system shall be evaluated with particular attention to state highway and railroad facilities to verify adequacy and any upgrades needed shall be constructed. The stormwater design analysis shall be provided to WSDOT for review and comment. The downstream conveyance system is considered to extend from the site to the Columbia River. On-site detention may be reduced or eliminated depending upon the results of the conveyance analysis. The applicant shall install a stormwater bio-filtration system and a storm water detention facility, which shall be designed by certified engineer to meet or exceed the standards set by the Department of Ecology's applicable Stormwater Management Plan for the Puget Sound Basin. Prior to construction, the storm water detention facility shall be approved by a geotechnical review.

49.51. The applicant shall produce and provide the city with a copy of the operation and maintenance manual for any drainage facilities **prior to final platting or issuance of any building permits.**

50.52. Catch basins shall be installed according to city approved standards.

51.53. All lots will drain to the street. Separate storm water laterals shall be provided at each lot as practicable. Roof drains shall be connected to the weep holes at the curb. Suitable alternatives for lot or roof must be identified and approved prior to construction.

53.54. Storm water facilities shall be located in separate tracts or within public road rights of way.

Erosion Control

53.55. All erosion control (“EC”) measures shall be designed, approved, installed and maintained consistent with city standards. All EC Measures shall be in place prior to removal of vegetation or any construction activity and maintained during all phases of construction.

54.56. Construction plans shall identify staging areas for all equipment, contractors, deliveries, and supplies prior to construction plan approval.

Utilities

55.57. In addition to the 12-inch main extension through the site for phase 1 the 10-inch main north through the site shall also be constructed with Phase 1.

56.58. The Zone 3 pump station improvements identified in the 2003 Water System Plan Amendment must be completed before issuance of any building permits in Phase 3. The applicant must bear an equitable proportionate share

57.59. If the on-site sewer re-routing does not reduce I/I sufficiently the Kanaka Creek sewage pump station and force main shall be upgraded as necessary.

Fire Safety

58.60. Fire suppression and hydrant systems shall meet approved city standards and Fire Chief recommendations.

Improvement Agreement

59.61. Consistent with its agreement with the city of Stevenson, the applicant shall sign the form “Agreement to Pay Professional Review Expenses Related to Land Use Application.” The cost of review by outside professionals beyond the normal and regular costs of application review includes, but is not limited to, out side professional assistance for engineering and land use planning services, traffic engineering, legal support, inspection, testing and sign installation.

Planting Restriction for Lots

62. The applicant shall include in the CC&Rs a requirement that Each lot owner shall use best management practices when cultivating gardens and lawns. Each property owner shall plant plants that are native to the region.

and limit the portion of each lot that may be covered with lawn to no more than 15% of the parcel. However, if multiple lots are combined for use as a single residential parcel, the impact of additional lawn would be mitigated by the reduction in density and additional structures. Therefore, when lots are combined, the percentage of gross lot area covered by law may be increased up to 25% of the gross area of two combined lots and up to 40% of the gross area if three or more lots are combined.

63. The City Council further states that to the extent the revisions are inconsistent with the original conditions, the revised conditions shall control as per the court order.

DATED this ~~30th~~ 21st day of ~~September~~ January,
2006.

~~Joseph Schliek~~ Monica Masco, Mayor Pro
Tem ~~Chairman~~

City of Stevenson Planning Commission

FINDINGS OF FACT
FOR
DECISION TO AMEND THE FINAL PLANNING COMMISSION
RECOMMENDATIONS FOR THE CHINIDERE SUBDIVISION

1. *Lawsuits were filed by Avis Dunas (with Columbia Riverkeepers) and the Chinidere Mountain Estates Subdivision developers against the City over the City's approval of the preliminary plat for the Chinidere Mountain Estates Subdivision as modified by the Planning Commission recommendations.*
2. *The City entered in to complicated and extensive litigation responding to the two lawsuits.*
3. *The two parties requested the City to consider a list of modifications to the City's approval of the Preliminary Plat.*
4. *Legal Counsel reviewed the proposed list of modifications and recommended approval of the modifications*
5. *Judge Reynolds, Skamania County Superior Court Judge has issued a Stipulated Motion and Order of Remand, essentially ordering the City to amend the preliminary plat as proposed by the parties*
6. *It was in the best interest of the City to move herewith and adopt the remanded changes to the Planning Commission recommendations.*

Adopted by the City Council on September 21, 2006

515

EXHIBIT B
9/10/2008 Amendment to Preliminary Plat Approval (2 pages)

520

525

530

535

540

545

550



City of Stevenson
Planning Commission Recommendation
[As Adopted by City Council 9-10-08](#)

Chinidere Mountain Estates Amendments
9-08-08

DISCUSSION OF PARKING LOT AND TRAIL

After considering public testimony and staff recommendations [about the applicants request to amend the “Amended Final Planning Commission Recommendations as Adopted by City Council 9/21/06”](#) at the September 8th, 2008 Public Hearing, the Planning Commission makes the following findings of fact [about the pedestrian trail and four space parking lot](#):

1. A 6’ wide trail is more conducive to wildlife crossings.
2. Trails which are 6’ in width are no more difficult to maintain than trails 10’ in width.
3. Using wood chips to surface the trail is more environmentally friendly as they are more permeable than gravel and are “recycled” mainly from trees taken from on the site, thereby reducing the need for transportation and reducing the demand for quarried rock.
4. Using wood chips to surface the trail is less durable than using gravel, and certain measures must be taken to reduce the threat of erosion and ensure continued maintenance.
5. The removal of the four lot parking area reduces the amount of impermeable surfaces within the subdivision, [as noted by Brent Foster, Executive Director of Columbia Riverkeeper](#).
6. Adequate parking is available within the subdivision and the removal of the four space parking lot only results in a net loss of three spaces.
7. The inclusion in this project of an interpretive sign and easement for civic art and beautification will advance the goals and purposes of the Comprehensive Plan and Critical Areas Ordinance.

RECOMMENDATION ON PARKING LOT AND TRAIL

Based on these findings of fact, the City of Stevenson Planning Commission recommends to the City Council that the following changes be made to the “Amended Final Planning Commission Recommendations as Adopted by City Council 9/21/06.”

Additions to Page 4:

A.13. On September 8th, 2008 the Planning Commission conducted a public hearing where it considered three amendments proposed by Regal Development LLC, successor in interest to John Feliz, and approved the adoption of the Amended Final Planning Commission Recommendations contained herein.

B.2. The Planning Commission conducted an additional public hearing on September 8th, 2008 to hear testimony and evidence about three requested amendments to the previously approved and amended Preliminary Plat.

Additions to Page 17:

E.12.f. Prior to final plat approval, the applicant shall install an interpretive sign within the eastern critical area along proposed Road "E" (also referred to as Brady Lane). The sign shall be constructed to City standards and speak to the functions of riparian habitats within the environment. In order to maintain the sign in the future, an access and maintenance easement shall be granted to the City and added to the face of the final plat.

E.14.a. The easement for the pedestrian path shall be 10 feet wide, however, the path itself need be only 6 feet wide and shall be designed to include, where necessary, erosion control measure such as water bars, culverts, ditches, wide-benched stairs to reduce erosion-prone slopes, and shallow gravel basing on likely problem areas.

E.14.b. The pedestrian path shall have a natural surface, which includes wood chips but does not include bare earth.

E.14.c. The HOA shall be empowered to assess its member's fees to be reserved and used to maintain the pedestrian pathways

Addition to Page 18:

E.20.a. Prior to final plat approval, the applicant shall grant an easement within this tract to the City for the purposes of civic art and beautification. The easement shall be 30'x25' and located adjacent to the right-of-way.

E.20.b. When such civic art and/or beautification is installed, it shall be done in a manner which is considerate to the views of neighboring properties and at no cost to the applicant. ~~maintaining underground power lines would not be more difficult than maintaining aboveground lines, the increased substantially and the benefits to the community derived from undergrounding outweigh the increased cost.~~

Formatted: Indent: Left: 0"

Formatted: Font: Garamond, 12 pt, Bold, Underline

555

EXHIBIT "C"

4/7/2009 Amendment to Preliminary Plat Approval (2 pages)

560



City of Stevenson
Planning Commission Recommendation

As Adopted by City Council 4-7-09

**Chinidere Mountain Estates Amendments
2-09-09**

DISCUSSION

After considering public testimony and staff recommendations at the February 9th, 2009 Public Hearing, the Planning Commission makes the following findings of fact:

1. No documentation of a defined right-of-way has been found for the off-site portion of Lutheran Church Road, though the production of this documentation had previously been required of the project engineer.
2. Due to limited space, a 5' wide sidewalk along the off-site portion of Lutheran Church Road is acceptable by the City Engineer.
3. Relocating the sidewalk to the south and east side of the roadway will require additional pedestrian crossings on Lutheran Church Road. A continuous sidewalk on either the west or east side of Lutheran Church Road, thereby limiting the number of crossings, should be provided.
4. The City Engineer has reviewed the proposal and made certain specific recommendations, which should be addressed prior to construction.

RECOMMENDATION

Based on these findings of fact, the City of Stevenson Planning Commission recommends that the City Council amend Page 20 Discussion #32 of the "Amended Final Planning Commission Recommendations as Adopted by City Council 9/21/06" as follows.

Page 20, #32:

"Lutheran Church off-site shall be improved to a width of 26 ft. plus an overlay of the existing pavement, a curb and abutting ~~6 ft.~~ sidewalk, no narrower than 5 ft., along ~~either the west and north~~ side of the roadway, and a guardrail at the Vallett Creek crossing. Street lighting shall be installed and No Parking signs shall be installed along both sides.

Prior to installation of the sidewalk, guardrail, and street lighting the applicant shall:

1. Provide evidence that construction of a continuous sidewalk would not be feasible along one side of the road. If a continuous sidewalk is not possible, then pedestrian crossings and guard rail modifications must receive engineering approval prior to installation; and
- ~~4.2.~~ Provide quit-claims or similar documentation from the three property owners abutting the off-site portion of Lutheran Church Road which establishes the roadway and resolves any potential claims or conflicts of ownership.”

565

EXHIBIT "D"
7/11/2016 Variance to Preliminary Plat Approval (2 pages)



City of Stevenson

Planning Commission Recommendation

Chinidere Mountain Estates 80% Sales Variance 7-11-16

DISCUSSION

After considering the application to vary the preliminary plat approval, applicant testimony, and staff recommendations at the July 11th, 2016 regular Planning Commission meeting, the Planning Commission finds that the following circumstances exist:

1. Chinidere Mountain Estates was proposed as a 4-phase land division in 2005.
2. In 2006, attempting to limit neighborhood impacts of the 4-phased proposal, the City added a unique sales requirement to control when work would begin on phases 2-4.
3. The sales requirement was based on market assumptions regarding the ability of the subdividers to develop and sell property, not on any specific provision of the Stevenson Municipal Code.
4. Beginning in 2007, the Great Recession had significant impacts on the development and sale of real property, housing and related development projects, including Chinidere Mountain Estates.
5. Market assumptions relevant when the City added the sales requirement are obsolete in light of the Great Recession.

FINDINGS

Based on the foregoing discussion, the Planning Commission makes the following finds of fact:

1. Extraordinary hardship will result from the strict compliance with Condition #8 of the Chinidere Mountain Estates Preliminary Plat approval which was granted according to the provisions of SMC Title 16, Article II – Subdivision Regulation. [SMC 16.38.010]
2. The sales requirement in Condition #8 is unique to the Chinidere Mountain Estates subdivision, and, in granting relief from the requirements of that condition, the City is not granting a special privilege to Chinidere Mountain Estates. [SMC 16.38.010]
3. Because of the above described special circumstances applicable to subject property, strict compliance with Condition #8 will cause undue hardship and deprive subject property of rights and privileges enjoyed by other properties in the vicinity. [SMC 16.38.010(A)]
4. The granting of the variance from Condition #8 will not be detrimental to the public welfare or injurious to the property or improvements in the vicinity. [SMC16.38.010(B)]

5. The granting of the variance from Condition #8 will not have the effect of nullifying the intent and purpose of the regulations set forth in SMC Title 16 Article II – Subdivision Regulations. [SMC16.38.010(C)]

RECOMMENDATION

Based on these findings of fact, the City of Stevenson Planning Commission recommends that the City Council review the Chinidere Mountain Estates final plat according to a varied preliminary plat Condition #8:

Page 15, #8.

“[Reserved for future use.]”

~~“The applicant shall sell or build on not less than 80% of lots in each phase before commencing soil disturbing activities on the next phase, except that the applicant shall have the right to install the necessary and required infrastructure (i.e. underground utilities), not including roads, provided such installation will be done in a manner that minimizes the ground disturbing activities.”~~

DATED this ____ day of July, 2016

Done in Public Session July ____, 2016

Scott Anderson, Chair

City of Stevenson Planning Commission

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
CITY OF STEVENSON
Attn. Leana Johnson, City Administrator
P.O. Box 371
Stevenson, WA. 98648

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor (s) Christopher S. Combs and Ginny A Combs, a Washington Marital Community
Grantee (s) City of Stevenson, a Washington Municipal Corporation
Mailing Address: 19215 SE 34th St., Suite 106 #315, Camas, WA 98607
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Lots 2 & 3, Block 6 2nd addn. to Hill Crest
Additional Legal on page(s)
Assessor's Tax Parcel No: 03753623130000 & 03753623020000

THIS DECLARATION made and entered into this _____ day of August, 2018.

WHEREAS, Christopher S. Combs and Ginny A Combs (cumulatively "Combs") are the owners of the following described land, situated in Skamania County, Washington:

LOT 2 BLK 6 2ND ADDN. TO HILL CREST BK A/PG 100
LOT 3 BLK 6 2ND ADDN. TO HILL CREST BK A/PG 100

Records of Skamania County, Washington.

WHEREAS, Combs are the owners of two adjacent lots with existing structures served by a single waterline, and

WHEREAS, while the City does not permit separate structures on separate lots to be served by a single waterline, this use was inadvertently allowed, and

WHEREAS, instead of requiring Combs to correct the use at this time, City is willing to allow Combs to continue the use unless and until Combs sells or otherwise conveys the property or seeks to expand or enlarge the use of either structure, at which time Combs agrees to divide the single line into separate lines serving each of the structures, and to record this Covenant memorializing that requirement.

NOW THEREFORE, the undersigned hereby declares that the subject property described above, including any improvements constructed or to be constructed thereon, is to be subject to the provisions of this declaration and to be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following covenants, conditions and restrictions set forth below which shall be binding upon all persons having right, title and interest in all or any portion of the subject lots now, or hereafter, their respective heirs, legal representatives, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the subject lots.

1. Limitations on Use of Single Waterline. Combs covenants that in the event either of the above-referenced properties are sold, transferred or otherwise conveyed, this conditional approval of the use of the shared waterline will cease. In that event, Combs or its successor will no longer receive City water after thirty (30) days or until Combs or their successor has at their expense constructed separate waterlines for each of the properties presently served by the shared waterline, whichever first occurs. Moreover, Combs or its successor agrees that any enlargement or expansion of the structures on either property shall terminate this conditional approval. The City acknowledges Combs has paid the system development charges for a single residential dwelling on both lots.
2. Binding; Amendment. The aforesaid covenants and restrictions shall run with the lot described herein, and shall be binding upon all parties and persons following the date of the recording of the same with the Skamania County Auditor. This Declaration may be amended only in writing signed by both parties.
3. Release. The City of Stevenson agrees to file a Release of this Declaration of Covenants, Conditions and Restrictions upon installation of the separate waterline and approval of the line by the City Public Works Administrator.
4. Venue. This Agreement shall be construed in accordance with the laws of the State of Washington.
6. Attorneys Fees. If any dispute shall arise with regard to the terms contained in these CC&Rs the prevailing party shall be entitled to their reasonable attorneys fees, including any fees on appeal.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

Page - 2 -

appeared before me, and said person acknowledged that he signed this instrument as Public Works Director of the City of Stevenson, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC
State of Washington
My appointment expires: _____



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

Community Conversations on Opioids 2018 Reports are Available

Ellen Rogers at the Initiative for Public Deliberation at WSUV <IPD@wsu.edu>
Reply-To: Ellen Rogers at the Initiative for Public Deliberation at WSUV <IPD@wsu.edu>
To: leana@ci.stevenson.wa.us

Thu, Jul 26, 2018 at 6:33 PM



INITIATIVE FOR PUBLIC DELIBERATION
listen | discuss | engage

 ipdwsu  admin.vancouver.wsu.edu/ipd

Dear Leaders -

In Spring 2018, the Initiative for Public Deliberation at Washington State University Vancouver held a series of Community Conversations on the Opioid Epidemic. The forums were held in Clark, Skamania and Cowlitz counties. We would like to share with you what we learned by engaging in conversations with people in your communities. Please follow the link below to access the reports from each of our forums:

<https://admin.vancouver.wsu.edu/initiative-public-deliberation/reports>

The Initiative for Public Deliberation is a collaborative effort between Washington State University Vancouver and the Thomas S. Foley Institute for Public Policy and Public Service. Our mission is to increase civility in public discourse. We accomplish this goal by training students as facilitators and then hosting community forums to discuss difficult topics. Past topics have included access to higher education, access to affordable housing and homelessness.

- 111 -

If you would like to learn more about IPD, feel free to explore our website. If you would like to discuss opportunities for collaboration with IPD, please feel free to contact me at IPD@wsu.edu .

Best,
Ellen Rogers
Associate Director
The Initiative for Public Deliberation
Washington State University Vancouver

Copyright © 2018 The Initiative for Public Deliberation, All rights reserved.

City councilmembers, mayors and city managers for clark county and cities in clark county plus woodland and longview

Our mailing address is:

The Initiative for Public Deliberation
[14204 NE Salmon Creek Ave](#)
Vmmc 102
Vancouver, WA 98686-9600

[Add us to your address book](#)

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT MONTHLY REPORT and INVOICE

| | | |
|-------------------|-------------------------------------|-------------------------|
| Contractor: | Skamania County Chamber of Commerce | |
| Reporting Period: | July 2018 | |
| Amount Due: | \$ 7,500.00 | Monthly Contract Amount |
| | 630.00 | Program Management Time |
| | <u>7,819.50</u> | Monthly Reimbursables |
| | \$ 15,949.50 | |

VISITOR STATISTICS

| | <u>Stevenson Office</u> | <u>Outpost</u> |
|--|-------------------------|----------------|
| Walk-In Visitors: | 892 | 642 |
| Telephone Calls: | 74 | |
| E-Mails: | 22 | |
| Business Referrals: | 2,345 | 1,343 |
| Tracked Overnight Stays: | 313 | 44 |
| Mailings (student, relocation, visitor, letters): | 28 | |
| Large Quantity Mailings (guides, brochures, etc.): | 970 | |
| Chamber Website Pageviews | 4,840 | |
| COS Website Pageviews | 15,604 | |

CHAMBER BUSINESS

Chamber Board Meeting: We do not hold a July board meeting due to summer schedules.

Chamber Membership: We had two new members in July and 16 renewals.

“Columbia Currents” Monthly Electronic Newsletter: The July 2018 issue was deployed on Monday, July 2 to over 1,000 recipients. Individuals continue to sign up for the e-newsletter via the website.

“Under Currents” Weekly E-Blast: The e-blast, consisting of three sections – Activities & Events, Announcements and Updates and New Members - is delivered weekly on Thursday afternoons.

“Chamber Break” Morning Networking Session: No Chamber Break took place in July.

Chamber Happy Hour: The July Happy Hour was hosted by Wind River Biomass with approximately 35 in attendance. Attendees learned more about the utility and their plans for the future.

Chamber Facebook Page: Posting updates several times per week including sharing of member events and activities. Currently at 1,535 followers. Create new posting for each new member.

Chamber Marketing, Projects, Action Items:

- Assisted Gorge Days organization by providing Bigfoot costume and passing through alcohol costs.
- Responded to travel writer requests for ideas of interest in area to be published in 2019 Washington State Visitors Guide.
- Interviewed by Columbian reported regarding business levels this summer as first anniversary of Eagle Creek fire approaches.
- Assisted member by creating directional signs during parking lot paving.
- Introduced new member to Skamania Lodge staff for connection as offsite venue.
- Organized Stevenson Bluegrass Festival beer garden including recruiting volunteers, purchasing wine, glassware, etc., setting up space, working shifts, troubleshooting problems and reconciling revenues.
- Updated kiosk at Cape Horn Trailhead and continue to fill with Skamania County Visitor Guides.
- Maintained office coverage while staff member was on vacation for two weeks.

COUNTY ORGANIZATIONAL & PROMOTIONAL SUPPORT

Event Promotion/Assistance:

- All Stevenson Events
- GorgeGrass
- Skamania County Fair
- Bigfoot Bash at Logtoberfest

LOCAL/REGIONAL/STATE MEETINGS AND PROJECTS:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills and reconcile bank statements. Did not attend monthly meeting due to schedule conflict. Other WRBA activity included:

- Continue to work with Umpqua Bank to set up WRBA/CEKC checking account.

Stevenson Business Association (SBA): Do not hold an SBA meeting in July due to summer schedules.

Stevenson Downtown Association (SDA): Did not attend monthly SDA board meeting due to vacation. Assisted with planning of water fountain dedication including contacting Farmers Market manager, reviewing press release, etc. Attended dedication and participated in engagement of public with questions about how to improve Stevenson's downtown experience.

Columbia Gorge Tourism Alliance (CGTA):

- Serve as treasurer paying bills, reconciling bank statements, completing treasurer reports.
- RARE Placement: Supervising RARE member's daily activities.
- Gorge Tourism Alliance:
 - Attended MAT meeting by ZOOM.
 - Attended full CGTA meeting in Camas.
 - Participated in CGTA Summit planning meeting by ZOOM.
 - Receiving CGTA partner applications and payments.
 - Managing CGTA Facebook page. Currently at 2869 followers.

Skamania County Fair Board: Attended Market Sale/Superintendents meeting.

Dog Mountain Safety Team: Participated in recap meeting to discuss Dog Mountain use permit, shuttle service and business incentives.

Port of Skamania Waterfront Enhancement Committee: Participated in meeting to discuss and choose amenities for waterfront trail. Toured trail and discussed placement, extension of trails, etc.

Portland State University Executive Seminar Program: Invited to sit on panel discussing Eagle Creek Fire representing tourism perspective following day-long field trip with ESP participants. Engaged in conversation with panelists and fielded questions from audience.

(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:

- Executed 4th of July fireworks at Skamania County Fairgrounds with onsite management of band, pyrotechnicians, food vendor, set-up, etc. and 500+ in attendance.
- Renewed display ad in updated Pacific Crest Trail map.
- Held Gorge Blues & Brews Festival recap meeting. Continuing to pay event invoices.
- Assisted with promotion of local tickets available for Stevenson GorgeGrass Festival.
- Fielding questions regarding status of webcams and working with contractor on installation of new camera.
- Assisting local event organizers, Outrigger, BOTG Kiteboarding and Stevenson Waterfront Festival, by printing posters, flyers, counter cards, waivers, etc.
- Posted updates and announcements on Stevenson Facebook page. Currently at 3245 fans.

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

| | | |
|-----------|---------------------------------------|-----------------|
| Program 2 | Promotional Products and Projects | |
| P2-D1 | Website | \$ 1,619.95 |
| P2-D2 | Marketing | 1,470.00 |
| P2E | Wind River Publishing Advertisements | 250.00 |
| P2F | Skamania Lodge Cooperative Projects | 490.00 |
| Program 3 | Stevenson Business Association Events | |
| P3A | Gorge Blues & Brews Festival | 539.05 |
| P3C | 4 th of July Fireworks | <u>3,450.50</u> |
| | | \$ 7,819.50 |

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

| | | | |
|-----------|---|-----------------|---------------|
| P2-D1 | Website | 4 hours | \$120.00 |
| P2-D2 | Marketing (print, social media, press releases, etc.) | 4 hours | 120.00 |
| P2-D4 | Other | 3 hours | 90.00 |
| Program 3 | Stevenson Business Association Events | | |
| P3C | 4 th of July Fireworks | <u>10 hours</u> | <u>300.00</u> |
| | | 21 hours | \$ 630.00 |



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 07/01/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Unsecure Premise | 1 |
| Medical Emergency | 1 |
| Domestic Violence | 1 |
| Total Incidents for This Date | 3 |

Date: 07/02/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Information Report | 1 |
| Citizen Dispute | 1 |
| Residential Alarm | 1 |
| Civil Standby | 1 |
| Medical Emergency | 1 |
| Problems with Dogs | 1 |
| Total Incidents for This Date | 6 |

Date: 07/03/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 2 |
| Total Incidents for This Date | 2 |

Date: 07/04/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Citizen Dispute | 1 |
| Medical Emergency | 2 |
| Citizen Dispute | 1 |
| Citizen Assist | 1 |
| Patrol Request | 1 |
| Total Incidents for This Date | 6 |

Date: 07/05/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Carprowl Theft from Auto | 1 |
| Civil Standby | 1 |
| Medical Emergency | 2 |
| Wild/Brush Fire | 1 |
| Total Incidents for This Date | 5 |

Date: 07/06/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Abuse of animals except Dogs | 1 |
| Problems with Dogs | 1 |
| Fireworks Problems | 1 |
| Intoxicated Person | 1 |
| Suspicious Person/Circumstance | 1 |
| Total Incidents for This Date | 5 |

Date: 07/07/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 1 |
| Total Incidents for This Date | 1 |

Date: 07/09/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 1 |
| Vagrancy | 1 |
| Fireworks Problems | 1 |
| Citizen Dispute | 1 |
| Civil Standby | 1 |
| Total Incidents for This Date | 5 |

Date: 07/10/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Information Report | 1 |
| Wanted Person - Warrant | 1 |
| Total Incidents for This Date | 2 |

Date: 07/11/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Found Property | 1 |
| Medical Emergency | 1 |
| Problems with Dogs | 1 |
| Medical Emergency | 1 |
| Wanted Person - Warrant | 1 |
| Request Traffic Enforcement | 1 |
| Information Report | 1 |
| Total Incidents for This Date | 7 |

Date: 07/12/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Missing Person | 1 |
| Vandalism/Mailic Misch | 1 |
| Wanted Person - Warrant | 1 |
| Total Incidents for This Date | 3 |

Date: 07/13/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Business Establishment Alarm | 1 |
| Medical Emergency | 1 |
| Juvenile Problem | 1 |
| Medical Emergency | 1 |
| Total Incidents for This Date | 4 |

Date: 07/14/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Request Traffic Enforcement | 1 |
| Total Incidents for This Date | 1 |

Date: 07/15/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Traffic Stop | 1 |
| Medical Emergency | 3 |
| Total Incidents for This Date | 4 |

Date: 07/16/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Vagrancy | 1 |
| Alarms oth than | 1 |
| Total Incidents for This Date | 2 |

Date: 07/17/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Wanted Person - Warrant | 1 |
| Medical Emergency | 1 |
| Smoke sighting, smell, etc | 1 |
| Total Incidents for This Date | 3 |

Date: 07/18/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|-------------------------------|------------------------|
| Traffic Collision Prop Damage | 1 |
| Medical Emergency | 2 |

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| RSO address verification | 1 |
| Information Report | 1 |
| Litter/Pollution/Public Health | 1 |
| Medical Emergency | 1 |
| Alarms oth than | 1 |
| Threats | 1 |
| Total Incidents for This Date | 9 |

Date: 07/19/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Information Report | 1 |
| Medical Emergency | 1 |
| Business Establishment Alarm | 1 |
| Found Animal | 1 |
| Theft Other Property | 1 |
| Total Incidents for This Date | 5 |

Date: 07/20/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 4 |
| Traffic Stop | 1 |
| Domestic Violence | 1 |
| Total Incidents for This Date | 6 |

Date: 07/21/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Found Property | 1 |
| Medical Emergency | 1 |
| Illegal Burning/Permit Violat | 1 |
| Theft Other Property | 1 |
| Total Incidents for This Date | 4 |

Date: 07/22/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Unsecure Premise | 1 |
| Medical Emergency | 1 |
| Citizen Dispute | 1 |
| Total Incidents for This Date | 3 |

Date: 07/23/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Theft Other Property | 1 |
| Message Delivery | 1 |

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Suspicious Substance | 1 |
| Total Incidents for This Date | 3 |

Date: 07/24/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Business Establishment Alarm | 1 |
| Medical Emergency | 1 |
| Business Establishment Alarm | 1 |
| Traffic Collision Prop Damage | 1 |
| Citizen Dispute | 1 |
| Medical Emergency | 1 |
| Total Incidents for This Date | 6 |

Date: 07/25/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 1 |
| Patrol Request | 1 |
| Traffic Collision Prop Damage | 1 |
| Welfare Check | 1 |
| Total Incidents for This Date | 4 |

Date: 07/26/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Unsecure Premise | 1 |
| Abandon Vehicle Right of Way | 1 |
| Medical Emergency | 1 |
| Suspicious Person/Circumstance | 1 |
| Theft Other Property | 1 |
| Information Report | 1 |
| Total Incidents for This Date | 6 |

Date: 07/27/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 2 |
| Total Incidents for This Date | 2 |

Date: 07/28/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Wanted Person - Warrant | 1 |
| Medical Emergency | 1 |
| Traffic Hazard | 1 |
| Medical Emergency | 1 |
| Total Incidents for This Date | 4 |

Date: 07/29/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Residential Alarm | 1 |
| Total Incidents for This Date | 1 |

Date: 07/30/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 2 |
| Theft Other Property | 1 |
| Medical Emergency | 1 |
| Fish & Game Violation | 1 |
| Total Incidents for This Date | 5 |

Date: 07/31/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Information Report | 1 |
| Traffic Accident, w/ Injuries | 1 |
| Illegal Burning/Permit Violat | 1 |
| Medical Emergency | 1 |
| Hospice | 1 |
| Total Incidents for This Date | 5 |

Total reported: 122

Report Includes:

All dates between `00:00:00 07/01/18` and `00:00:00 08/01/18`, 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 Date, Nature

Date: 07/09/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Alarms oth than | 1 |
| Total Incidents for This Date | 1 |

Date: 07/10/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Theft Other Property | 1 |
| Total Incidents for This Date | 1 |

Date: 07/13/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Found Property | 1 |
| Total Incidents for This Date | 1 |

Date: 07/24/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 1 |
| Total Incidents for This Date | 1 |

Date: 07/28/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Welfare Check | 1 |
| Total Incidents for This Date | 1 |

Date: 07/31/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Medical Emergency | 1 |
| Total Incidents for This Date | 1 |

Total reported: 6

Report Includes:

All dates between `00:00:00 07/01/18` and `00:00:00 08/01/18`, 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 Date, Nature

Date: 07/18/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Information Report | 1 |
| Total Incidents for This Date | 1 |

Date: 07/27/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Parking Problem | 1 |
| Total Incidents for This Date | 1 |

Date: 07/28/18

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------------|------------------------|
| Parking Problem | 1 |
| Total Incidents for This Date | 1 |

Total reported: 3

Report Includes:

All dates between `00:00:00 07/01/18` and `00:00:00 08/01/18`, 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

| <u>Violation</u> | <u>Description</u> | <u>Total</u> |
|------------------|-------------------------------|--------------|
| 46.16.010.1 | EXP VEH TAB OV 2 MON | 1 |
| 46.20.005 | NVOL W/O I.D. | 1 |
| 46.20.017 | No Driver's License On Person | 1 |
| 46.30.020 | Driving Without Insurance | 1 |
| 46.61.400 | SPEEDING | 3 |
| 46.61.502 | DWI | 1 |
| 9A.36.041 | 4TH DEGREE ASSAULT | 1 |
| 9a.36.150 | Interfere w/reporting dv | 1 |

Report Totals

10

Report Includes:

All dates of issue between `00:00:00 07/01/18` and `00:00:00 08/01/18`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

Stevenson Municipal Court
Summary of Cases Filed 2018
Updated 8/7/2018

| <u>Charge</u> | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Criminal Non-Traffic | | | | | | | | | | | | |
| Assault 4th Degree | - | 1 | - | 1 | - | 1 | 1 | - | - | - | - | - |
| Bail Jumping | - | - | - | - | 1 | - | - | - | - | - | - | - |
| Disorderly Conduct | - | - | - | - | - | - | - | - | - | - | - | - |
| Malicious Mischief III | - | - | - | - | - | 1 | - | - | - | - | - | - |
| Minor in Possession (Marijuana) | - | - | - | - | - | - | - | - | - | - | - | - |
| No Contact/Protection/Antiharass Order Vio | - | 1 | - | - | - | 2 | - | - | - | - | - | - |
| Resisting Arrest | - | - | - | - | - | - | - | - | - | - | - | - |
| Theft 3 | 1 | 1 | - | 2 | - | 1 | - | - | - | - | - | - |
| Other Criminal Non-Traffic | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Criminal Non-traffic | 1 | 3 | 0 | 3 | 1 | 5 | 1 | 0 | 0 | 0 | 0 | 0 |
| Criminal Traffic | | | | | | | | | | | | |
| DUI/Physical Control | 1 | 2 | 2 | 1 | 1 | 1 | 1 | - | - | - | - | - |
| Operate Vehicle w/o Ignition Interlock | - | - | 1 | - | - | - | - | - | - | - | - | - |
| No Valid Op License or Driving While Suspended | 6 | 4 | 2 | 2 | 3 | 2 | 1 | - | - | - | - | - |
| Hit & Run | - | - | - | - | - | - | - | - | - | - | - | - |
| Reckless Driving | - | - | - | 1 | - | - | - | - | - | - | - | - |
| Total Criminal Traffic | 7 | 6 | 5 | 4 | 4 | 3 | 2 | 0 | 0 | 0 | 0 | 0 |
| Non-Traffic Infraction | | | | | | | | | | | | |
| Dog Running at Large | - | - | - | - | 1 | - | - | - | - | - | - | - |
| Open/Consume Alcohol Public Place | - | 1 | - | - | - | - | - | - | - | - | - | - |
| Open/Consume Marijuana Public Place | - | - | - | - | - | - | - | - | - | - | - | - |
| Outdoor Burning Violation | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Non-Traffic Infractions | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Traffic Infraction | | | | | | | | | | | | |
| Vehicle Registration (Fail to Register/Expired) | 2 | 2 | 6 | 1 | - | 2 | 1 | - | - | - | - | - |
| Fail to Signal | - | - | - | - | - | - | - | - | - | - | - | - |
| Fail to Yield Right of Way | - | - | 1 | - | 1 | - | - | - | - | - | - | - |
| Following too Close | - | - | - | - | - | - | - | - | - | - | - | - |
| Improper Passing on Left | - | - | 1 | - | - | - | - | - | - | - | - | - |
| Leaving Unattended Veh on Roadway | - | - | - | 1 | - | - | - | - | - | - | - | - |
| Negligent Driving 2nd Degree | - | - | 1 | - | - | - | - | - | - | - | - | - |
| No Motorcycle Endorsement | - | - | - | - | 1 | - | - | - | - | - | - | - |
| No Valid Operator's License/No License on Person | - | 1 | - | - | 2 | 2 | 2 | - | - | - | - | - |
| Open Alcoholic Container | - | - | 1 | - | - | - | - | - | - | - | - | - |
| Op Motor Vehicle w/o Headlights when Req'd | - | - | - | - | 1 | - | - | - | - | - | - | - |
| Op Motor Vehicle w/o Insurance | 2 | 2 | 2 | - | 1 | 2 | 1 | - | - | - | - | - |
| Speeding | 3 | 7 | 5 | 5 | 5 | 6 | 3 | - | - | - | - | - |
| Wrong Way on One-Way Street | - | 1 | - | - | - | 1 | - | - | - | - | - | - |
| Total Traffic Infractions | 7 | 13 | 17 | 7 | 11 | 13 | 7 | 0 | 0 | 0 | 0 | 0 |
| Parking Infractions | | | | | | | | | | | | |
| Illegal Parking, Standing, Stopping | - | 2 | 2 | - | - | - | - | - | - | - | - | - |
| Total Traffic Violations & Citations: | 14 | 21 | 24 | 11 | 15 | 16 | 9 | 0 | 0 | 0 | 0 | 0 |
| 2018 Monthly Total Violations & Citations | 15 | 25 | 24 | 14 | 17 | 21 | 10 | 0 | 0 | 0 | 0 | 0 |
| 2018 Year-to-Date Total Violations & Citations | 15 | 40 | 64 | 78 | 95 | 116 | 126 | | | | | |
| YTD Traffic related 2018 YTD: | 14 | 35 | 59 | 70 | 85 | 101 | 110 | 110 | 110 | 110 | 110 | 110 |
| YTD Traffic related 2017 YTD: | 4 | 5 | 12 | 12 | 14 | 19 | 23 | 23 | 29 | 30 | 31 | 35 |
| YTD Traffic related 2016 YTD | 6 | 10 | 16 | 21 | 26 | 42 | 63 | 68 | 75 | 97 | 100 | 103 |



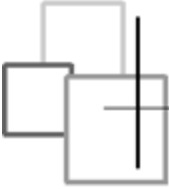
A/P Check Register

Fiscal : 2018
Period : 2018 - Aug
Council Date : All

| Number | Vendor Name | Account Description | Amount |
|--------|--|--------------------------------------|-------------|
| 12688 | A&J Select | Fire Supplies | \$19.18 |
| | | Fire Supplies FD II | \$19.19 |
| | | Household Supplies/Repairs | \$25.59 |
| | | Check Total: | \$63.96 |
| 12689 | BSK AddyLab,LLC | Testing | \$227.00 |
| | | WW Sampling Professional Services | \$6,525.00 |
| | | Check Total: | \$6,752.00 |
| 12690 | Cascade Columbia Distribution Company | Chemicals Plant | \$1,491.67 |
| 12691 | CenturyLink | Central Services Telephone | \$191.53 |
| | | Sewer Telephone | \$104.46 |
| | | Water Telephone | \$49.54 |
| | | Check Total: | \$345.53 |
| 12692 | Centurylink Comm Inc | Central Services Telephone | \$34.92 |
| | | Sewer Telephone | \$9.83 |
| | | Water Telephone | \$1.25 |
| | | Check Total: | \$46.00 |
| 12693 | CH2MHILL OMI | Operations Contract (OMI) | \$10,829.17 |
| 12694 | City of Stevenson | City Hall Water/Sewer | \$69.31 |
| 12695 | CM & WO Sheppard, Inc. | Repairs/Supplies Contracted | \$379.83 |
| 12696 | Columbia Hardware, Inc. | Operating Supplies | \$98.47 |
| | | Parks Supplies | \$178.27 |
| | | Repairs/Supplies Contracted | \$137.53 |
| | | Supplies | \$216.85 |
| | | Check Total: | \$631.12 |
| 12697 | Columbia River Disposal | Litter Clean-Up | \$217.44 |
| 12698 | Consolidated Supply Co. | Operating Supplies | \$3,508.59 |
| 12699 | Correct Equipment | Repair (Contract Serv) T&D | \$1,211.63 |
| 12700 | Day Wireless/CSI Communication | Fire Equipment Repair | \$74.86 |
| | | Fire Equipment Repair FDII | \$74.85 |
| | | Check Total: | \$149.71 |
| 12701 | Experts Heating and Cooling, Inc | Household Supplies/Repairs | \$106.62 |
| 12702 | Jacobs' Services Inc. | Custodial Services | \$250.00 |
| 12703 | Kristi Glaze | Transcription Services | \$1,499.40 |
| 12704 | Lance D. Fitzjarrald | Indigent Defense | \$579.00 |
| 12705 | Les Schwab Tire Center | Repairs/Supplies Contracted | \$550.36 |
| 12706 | Levanen Inc | Timber Sale Contracted Sevices | \$17,282.87 |
| 12707 | NAPA Auto Parts | Repairs/Supplies Contracted | \$654.37 |
| 12708 | Office of State Treasurer - Cash Mgmt Division | Agency Disbursement - Court | \$1,206.92 |
| | | Agency Remittances - State Bldg Code | \$49.00 |
| | | Check Total: | \$1,255.92 |
| 12709 | One Call Concepts, Inc. | Dues & Membership/filing Fees | \$19.26 |
| 12710 | PacWest Machinery, Inc. | Repairs/Supplies Contracted | \$774.59 |
| 12711 | Pennie Schupbach | Travel - Fire Department | \$130.59 |
| 12712 | Petty Cash | Miscellaneous - Postage | \$2.55 |
| | | Office Supplies & Postage | \$76.86 |

| Number | Vendor Name | Account Description | Amount |
|-----------|---|---|-------------|
| | | Office Supplies and Postage | \$76.86 |
| | | Check Total: | \$156.27 |
| 12713 | Pine Environmental Services LLC | WW Sampling Equipment Rental | \$999.46 |
| | | WW Sampling Supplies | \$726.54 |
| | | Check Total: | \$1,726.00 |
| 12714 | Professional Quality Roofing LLC | Base Reservoir Improv.- Contracted Services | \$18,680.00 |
| 12715 | PUD No 1 of Skamania County | Electricity | \$1,684.45 |
| | | Heat & Lights | \$60.13 |
| | | Telemetry Pole Contact | \$1,601.04 |
| | | Check Total: | \$3,345.62 |
| 12716 | Radcomp Technologies | Computer Services | \$26.30 |
| | | Computer Services/Repair | \$258.29 |
| | | Office Equip Repair& Maintenance | \$52.60 |
| | | Check Total: | \$337.19 |
| 12717 | Ricoh USA, Inc | Office Equip Repair& Maintenance | \$46.54 |
| 12718 | Sea-Western Inc | Fire Supplies | \$468.50 |
| | | Fire Supplies FD II | \$468.50 |
| | | Check Total: | \$937.00 |
| 12719 | Skamania County Chamber of Commerce | Consultant Services, Chamber | \$7,500.00 |
| | | SBA Consultant Services | \$8,449.50 |
| | | Check Total: | \$15,949.50 |
| 12720 | Skamania County Pioneer | Legislative Publishing | \$439.26 |
| | | Planning Publication | \$46.80 |
| | | Check Total: | \$486.06 |
| 12721 | Skamania County Prosecutor | Prosecuting Attorney County Contract | \$1,333.00 |
| 12722 | Skamania County Treasurer | Agency Disbursement - Court | \$21.42 |
| | | CR Jus #1 Drug/Alcohol ED | \$417.01 |
| | | CR Jus #4 Basic Law Enforcemnt | \$711.80 |
| | | Municipal Court Contract | \$1,667.00 |
| | | Police Services | \$13,613.00 |
| | | Substance Abuse/Liquor Excise | \$36.00 |
| | | Check Total: | \$16,466.23 |
| 12723 | Staples -Dept 11-05417944 | Office Supplies | \$115.73 |
| 12724 | Stevenson Downtown Association | Main St Program Coordinator (SBA) | \$2,500.00 |
| 12725 | Stevenson-Carson School District | Community Pool Support | \$3,333.34 |
| 12726 | Tyson Schupbach | Travel | \$157.00 |
| 12727 | US Bank Safekeeping | Fiduciary Fees/VISA | \$28.00 |
| 12728 | USA Bluebook | Operating Supplies | \$126.06 |
| 12729 | Verizon Wireless | Building Department Telephone | \$56.09 |
| | | Sewer Telephone | \$30.63 |
| | | Water Telephone | \$30.63 |
| | | Check Total: | \$117.35 |
| 12730 | Walter E. Nelson, CO | Litter Clean-Up | \$192.02 |
| 12731 | Waste Connections Vancouver District 2010 | Office Supplies | \$4.72 |
| 12732 | Wave Broadband | Central Services Telephone | \$75.00 |
| 12733 | Woodrich, Kenneth B PC | Advisory Board Services | \$1,392.00 |
| 081805ACH | InvoiceCloud | EBPP Fees General Fund | \$13.86 |
| | | EBPP Fees Sewer | \$132.04 |
| | | EBPP Fees Water | \$132.05 |
| | | Check Total: | \$277.95 |
| 081806ACH | Department of Revenue | Sewer Taxes | \$1,417.35 |

| Number | Vendor Name | Account Description | Amount |
|--------|--|---------------------|---------------------|
| | | Water Taxes | \$3,551.07 |
| | | Check Total: | \$4,968.42 |
| | Grand Total | | \$121,549.94 |
| | Total Accounts Payable for Checks #12688 Through #081806ACH | | |



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2018 - Aug - Aug 2018

| Fund Number | Description | Amount |
|-------------|------------------------------|---------------------|
| 001 | General Fund | \$28,851.95 |
| 100 | Street Fund | \$640.66 |
| 103 | Tourism Promo & Develop Fund | \$18,461.45 |
| 301 | Timber Harvest Fund | \$17,282.87 |
| 400 | Water/Sewer Fund | \$53,756.20 |
| 500 | Equipment Service Fund | \$2,556.81 |
| | Count: 6 | \$121,549.94 |