

AGENDA
CITY OF STEVENSON COUNCIL MEETING
February 18, 2021
6:00 PM, Remote

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or
301-715-8592, Meeting ID 821 1586 5012, Zoom link
<https://us02web.zoom.us/j/82115865012> or via YouTube at
<https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjJvA/>

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

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

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].*

- a) * 2/16 changes include:
 - Addition of Red Cross Month proclamation (item 8i)
 - Addition of Voucher information (item 11)

- b) ** 2/17 changes include:
 - Updated Contract with Wallis Engineering (item 8d)
 - Addition of Rock Creek Stormwater Line Engineering Contract (item 8j)
 - Addition of Tree Inventory and Management Plan Contract (item 8k)
 - Addition of Fire Department Report (item 9f)

- c) *** 2/18 changes include:
 - Removed Hollstrom Road Agreement Amendment (was item 8c)
 - Updated Contract with Wallis Engineering (item 8c)
 - Updated Tree Inventory and Management Plan with Contract (item 8j)

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

- a) **Liquor License Renewal** - A&J Select Market and Skunk Brothers Spirits

- b) Minutes** of January 21, 2021.

MOTION: To approve consent agenda items a-b.

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.]*

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

-In writing may be submitted no later than 12:00 PM on the meeting date to be included in the council packet. If sent via email to city council, please also clearly state the comments are to be included in the council packet for the meeting and if you would like them to be read into the meeting minutes.

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

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

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

5. PUBLIC HEARINGS:

- a) **USDA RD Application Authorization** - City Administrator Leana Kinley presents Resolution 2021-376 authorizing the City to apply for USDA Rural Development funds for the wastewater project for public comment and council consideration.

MOTION: To approve resolution 2021-376 agreeing to apply for financial assistance with USDA Rural Development.

6. SITUATION UPDATES:

- a) **COVID-19 Update** - Mayor Scott Anderson will provide an update on the city's response to the COVID-19 pandemic.

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

7. UNFINISHED BUSINESS:

- a) **Rock Creek Access** - City Administrator Leana Kinley presents the staff memo regarding Rock Creek access and the road vacation petitions for No Name Road and Iman Cemetery Rd for council discussion and direction.

MOTION: To approve resolution 2021-374 setting a date for a public hearing on the vacation of a section of Iman Cemetery Rd.

8. COUNCIL BUSINESS:

- a) **Set Council Retreat Date** - Council will discuss availability and agenda items for a retreat.
- b) **First Reading Ord 2021-1172 Regarding Parking Requirements** - Community Development Director Ben Shumaker presents the staff memo and ordinance 2021-1172 amending the Stevenson zoning code (SMC 17); incentivizing mixed use development in the C1 District; reducing parking requirements, especially in the C1 commercial district; incorporating past parking-related zoning interpretations; and allowing greater opportunities for off-site parking for council discussion. There was public testimony taken at the February 8th Planning Commission meeting and there is a public hearing scheduled for March 18th, 2021 on the ordinance.
- c) *****Approve Agreement with Wallis Engineering** - City Administrator Leana Kinley presents the contract with Wallis Engineering for design and construction engineering services related to the wastewater projects in the amount of \$610,086. The contract form is a requirement of the funding agencies and is still in review. The latest version has been uploaded for council review.

MOTION: To approve the contract with Wallis Engineering for wastewater design and construction engineering services in the amount not to exceed \$610,086.

- d) **First Reading Ordinance 2021-1171 Authorizing Interim Financing** - City Administrator Leana Kinley presents ordinance 2021-1171 authorizing interim financing with Cashmere Valley Bank for the wastewater collection system upgrade project funded by USDA RD in the amount of \$873,000. A term sheet with details on the financing are included.

MOTION: To approve ordinance 2021-1171 authorizing a bond anticipation note in the maximum principal amount of \$873,000 pending issuance of a water and sewer revenue bond for the wastewater system upgrade project.

- e) **Approve Contract Amendment with Grayling Engineering** - Public Works Director Karl Russell presents the attached contract amendment with Grayling Engineering for to extend the contract for Hegewald Well treatment improvements through 2021.

MOTION: To approve the contract amendment with Grayling Engineering for Hegewald Well treatment improvements through 2021.

- f) **Approve Contract with Professional Quality Roofing** - Public Works Director presents the contract with Professional Quality Roofing for re-roofing the water treatment plant as outlined for council consideration.

MOTION: To approve the contract with Professional Quality Roofing in the amount of \$36,000 plus tax.

g) Discuss Security Cameras - City Administrator Leana Kinley presents a staff memo regarding security cameras for city property for council discussion and consideration.

MOTION: To approve the contract for security camera services with Monarch in the amount of \$16,922.44.

h) * Approve Proclamation Recognizing March 2021 as Red Cross Month - Mayor Scott Anderson presents proclamation 2021-01 recognizing March, 2021 as Red Cross Month for council consideration.

MOTION: To approve proclamation 2021-01 recognizing March 2021 as Red Cross Month.

i) **Approve Wallis Engineering Contract for Rock Creek Stormwater Improvements - Public Works Director Karl Russell presents the attached contract with Wallis Engineering for design, permitting, bidding and construction phase services for necessary improvements to the Rock Creek stormwater line in the amount of \$64,252 for council consideration. The line is co-located in the site for the Rock Creek Pump Station improvements going out to bid this spring and will continue to cause stormwater back-up onto Rock Creek if a long-term solution isn't implemented.

MOTION: To approve the contract with Wallis Engineering for Rock Creek stormwater improvement services in the amount not to exceed \$64,252.

j) * Approve Contract with Bartlett Consulting for a Tree Inventory and Maintenance Plan** - Community Development Director Ben Shumaker presents the attached contract with Bartlett Consulting for tree inventory and maintenance plan in the amount of \$38,500 for council consideration. This project is covered in part by a \$20,000 grant received from DNR.

MOTION: To approve the contract with Bartlett Consulting for a tree inventory and maintenance plan in the amount not to exceed \$38,500.

9. INFORMATION ITEMS:

a) Chamber of Commerce Activities - The report presented describes some of the activities conducted by Skamania County Chamber of Commerce in January, 2021.

b) Planning Commission Minutes - Minutes from the 1/11/21 Planning Commission meeting is presented.

c) Sheriff's Report - The Skamania County Sheriff's report for activity within Stevenson city limits for January, 2021 is presented for council review.

d) Financial Report - City Administrator Leana Kinley presents the Treasurer's Report and year-to-date revenues and expenses through January 2021.

e) Project Status Updates - City Administrator Leana Kinley and city staff present updates on the projects they are managing.

f) **Fire Department Report - The Stevenson Fire Department's report for January, 2021 is presented for council review.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

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

11. VOUCHER APPROVAL:

a) *January 2021 payroll & February 2021 AP checks have been audited and are presented for approval. January payroll checks 14948 thru 14954 total \$97,862.83 which includes EFT payments. February 2021 AP checks 14947 and 14955 thru 15001 total \$112,896.29 and includes EFT payments and checks. The AP check register with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

12. MAYOR AND COUNCIL REPORTS:

13. 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.]*

14. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- March 8 - Planning Commission Regular Meeting
- March 14 - Daylight Savings Time Starts
- March 15 - Planning Commission Special Meeting
- March 18 - Regular Council Meeting
 - Parking Ordinance Public Hearing
 - 2021 Budget Amendments Public Hearing
 - Continuation of USDA RD Application Public Hearing
 - Iman Cemetery Rd Public Hearing (if Res. 2020-374 is approved)

MINUTES
CITY OF STEVENSON COUNCIL MEETING
January 21, 2021
6:00 PM, via Zoom and YouTube

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

1. **CALL TO ORDER: Mayor Anderson** called the meeting to order at 6:02 p.m. Councilmembers Robert Muth, Paul Hendricks, Amy Weissfeld, Annie McHale were present. City Administrator Leana Kinley, Community Development Director Ben Shumaker, Public Works Director Karl Russell and City Attorney Ken Woodrich were also present. Guest presenters include Ben Johnson, Seth Otto, Consultants with Maul Foster Alongi and known public attendees were Paul Goins, Rick May, Kristy Arnett-McCaskell, Lisa Nguyen Birney, Harry DeVaux, Mary Repar, Ann Leuders, and Rob Farris.
2. **CHANGES TO THE AGENDA:**
 - a) * 1/19 changes include: Updated final version of Ordinance 2021-1170 with minor changes (item 8c); Addition of the Fire Department report (item 10d); Addition of Vouchers (item 12a); Addition of Paul Goins, Rick May and Pat Price applications for council (item 15a)
 - b) ** 1/20 changes include: Addition of Out of City responses to the Fireworks Survey (item 6a); Updated Committee Appointments list to remove Bradlee Seehafer after he resigned and adding Ed Feeley (item 8b); Addition of the Finance report (item 10e)
 - c) *** 1/21 changes include: Public Comments from Monica Masco and Ann Lueders for the Fireworks Public Hearing (item 6a)
3. **CONSENT AGENDA:** The following items were presented for Council approval.
 - a) Liquor License Renewals-Backwoods Brewing, Skamania Lodge and Big River Grill.
 - b) Water Adjustment-WA Gorge Action Programs (meter no. 707300) requested a water adjustment of \$133.87 for a water leak which they have since repaired.
 - c) Minutes of December 10, 2020 Stevenson City Council Meeting.

MOTION to approve consent agenda items a-c made by **Councilmember Muth** with a second provided by **Councilmember Hendricks**.

 - Voting aye: **Councilmember Muth, McHale, Weissfeld, Hendricks**
 - Voting nay: None
4. **PUBLIC COMMENTS:** Mayor Anderson requested commenters be respectful and tolerant of different opinions. He noted not all agenda items listed were open for comments. No oral comments were received, and **City Administrator Kinley** advised no further written comments had been submitted.
5. **PRESENTATIONS FROM OUTSIDE AGENCIES:**

- a) **Columbia Avenue Realignment Project Update** - Ben Johnson and Seth Otto, Consultants with Maul Foster Alongi, presented conceptual drawings and answered questions from the council on the Columbia Avenue Realignment project identified in the Stevenson Council Goals for 2021-2022. Topics included work timelines, remediation of potential soil contamination, realignment of sewer lines, property acquisition, parking, and prospective grants.

6. PUBLIC HEARINGS:

- a) *****Fireworks - City Administrator Leana Kinley** presented results from a recent online survey and council heard public comments regarding fireworks use inside city limits for further discussion. **Mayor Anderson** opened the hearing at 6:39 p.m.

City Administrator Kinley provided information on additional survey results received regarding the fireworks issue. 280 responses were received. **Councilmember Weissfeld** thanked **Kinley** for her efforts at public outreach.

>Mary Repar spoke against selling or allowing fireworks within the city of Stevenson, citing traumatic responses from veterans affected by PTSD, animals frightened by the noise, and fire hazards.

>Ann Leuders, co-owner of Crazy Ray Fireworks spoke in favor of allowing fireworks within Stevenson city limits. She noted they work hard to educate purchasers regarding safety and legal time frames for lighting off fireworks, and there had been only one written complaint within the past five years.

>Rob Farris, spoke as a resident and as the Fire Chief. He noted he witnessed loud mortars launched at random times and has tried to educate his neighbors. He also pointed out the difficulties in trying to enforce a ban if enacted in part due to the zigzag shape of county and city boundaries.

Mayor Anderson closed the public hearing at 6:59 p.m.

Following a short discussion, the council agreed to look further into working with Skamania County on developing a process to initiate emergency bans on fireworks during dry, hot weather. Ann Leuders urged the Council to include purveyors of fireworks in any discussions on the subject.

7. SITUATION UPDATES:

- a) **COVID-19 Update - Mayor Scott Anderson** provided an update on the city's response to the COVID-19 pandemic. He related information on the support shown for (State) Senate Bill 5114 that would provide for the re-opening of restaurants and other businesses. **City Administrator Kinley** advised the restriction on in-person open public meetings is extended until the COVID-19 emergency declaration is lifted. Live streaming and phone-in options will continue.

- b) **Sewer Plant Update - Public Works Director Karl Russell** provided an update on the Stevenson Wastewater System and the Compliance Schedule. There were no

Influent/Effluent violations in 2020. He welcomed the future upgrade to the Rock Creek lift station. 1 million gallons of water came through the system in December following extensive rainfall. He was congratulated by the Council for the lack of violations. In turn **PWD Russell** gave kudos to Ian at the WWTP for his efforts. **Councilmember McHale** asked for a tour of the facility and was advised she would be welcome anytime.

8. UNFINISHED BUSINESS:

a) **Planning Commission Request - Community Development Director Ben Shumaker** presented the request from the Planning Commission for involvement in the Rock Creek Access subcommittee related to the recent petitions for the No Name and Iman Cemetery road vacations for council consideration. He noted Planning Commissioner Mike Beck was willing to serve on the subcommittee. Councilmembers agreed to the request.

b) **Approve Committee Appointments - Mayor Scott Anderson** presented the attached 2021 draft committee and board appointments for council discussion and approval.

MOTION to approve the committee appointments as presented made by **Councilmember** Weissfeld with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmember McHale, Muth, Hendricks, Weissfeld**
- Voting nay: None

Following the vote Mayor Anderson led a short discussion with the Council seeking suggestions on ways to prepare for meetings to make them more effective and efficient.

c) ***First Reading Ordinance Granting Zettler-Powers Road Vacation - City Administrator Leana Kinley** presented ordinance 2021-1170 vacating an unnamed street between lots 14 and 18 in the Meaghers Addition. This was a follow up to the public hearing held at the December 10th, 2020 City Council meeting. Language providing a covenant for access to Lot 19 was included in the proposed ordinance as requested.

MOTION to approve ordinance 2021-1170 vacating an unnamed street in the Meaghers Addition was made by **Councilmember Weissfeld** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmember Hendricks, Muth, Weissfeld, McHale**
- Voting nay: None

d) **Second Reading Ordinance 2020-1166 Regarding R3 Zoning Text Amendments - Community Development Director Ben Shumaker** presented the memo and ordinance regarding text amendment changes to the R3 zone for council consideration. He answered questions from Councilmembers on housing density and the current comprehensive plan.

MOTION to approve ordinance 2020-1166 amending the Stevenson Zoning Code (SMC Title 17) providing greater flexibility and requiring public sewer service for development in the R3 Multi-family Residential District was made by **Councilmember Weissfeld** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmember Muth, McHale, Hendricks, Weissfeld**.
- Voting nay: None

9. COUNCIL BUSINESS:

- a) **Approve Extension of SDA Park Plaza Contracts - City Administrator Kinley** presented and explained amendments extending the tourism funding contracts with the Stevenson Downtown Association for soft costs and construction costs related to the Park Plaza project to the end of 2022.

MOTION to approve amendment #2 to the Park Plaza soft costs contract with the Stevenson Downtown Association was made by **Councilmember McHale** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmember Hendricks, Weissfeld, Muth, McHale**
- Voting nay: None

MOTION to approve amendment #1 to the Park Plaza support contract with the Stevenson Downtown Association was made by **Councilmember McHale** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmember Weissfeld, Muth, McHale, Hendricks**
- Voting nay: None

- b) **Approve Contract with Grayling Engineering - Public Works Director Karl Russell** presented and explained the attached contract with Grayling Engineering to create a corrosion control recommendation report for the water system. The intent is to address the recent lead findings within several water samples.

MOTION to approve the contract with Grayling Engineering for a corrosion control recommendation report in the amount not to exceed \$5,550 made by **Councilmember Muth** with a second provided by **Councilmember Weissfeld**.

- Voting aye: **Councilmember Hendricks, Weissfeld, Muth, McHale**.
- Voting nay: None

- c) **Approve Sole Sourcing of Flygt Pumps - Public Works Director Karl Russell** presented and explained resolution 2021-375 waiving the state bidding requirements for the purchase of Flygt sewer pumps. This is related to the upcoming construction of wastewater system improvements and the engineer's justification is included in the resolution as Exhibit A.

MOTION to approve resolution 2021-375 waiving the state competitive bidding requirement for the purchase of Flygt sewer pumps pursuant to RCW 39.04.280(1)(a) made by **Councilmember Weissfeld** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmember Weissfeld, McHale, Muth, Hendricks.**
- Voting nay: None

10. INFORMATION ITEMS:

- a) Minutes from the 12/14/20 **Stevenson Planning Commission** meeting were presented.
- b) **Chamber of Commerce** Activities Report for December 2020 was presented.
- c) The **Skamania County Sheriff's** report for activity within Stevenson city limits for December, 2020 and a summary report from 2017-2020 was presented for council review.
- d) ***Stevenson Fire Department's** Report for December, 2020 was presented for council review.
- e) ****The draft Financial Reports** for 2020 year-end were presented for council review.

11. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) **Ben Shumaker, Community Development Director** updated the Council on the city tree management plan. He expects to interview for a consultant and have a contract in place within the next few weeks.
The Shoreline Management Plan (submitted in 2018) is under review by the Washington Department of Ecology.
He asked the Council for their expectations regarding downtown parking requirements and their preferred options in engaging local businesses and developers in the issue. The Planning Commission will be considering amendments to the zoning code regarding parking. One suggestion was to use the same process used in the R3 zoning text amendments. Shumaker related he would bring a plan for the Council to review at the February 2021 meeting.
- b) **Karl Russell, Public Works Director** - No additional report presented as information had been provided earlier.
- c) **Leana Kinley, City Administrator** reported the Rock Creek Access Committee was in place. She is also working on getting participants for a City Art Committee. A traffic study RFQ is being readied.
Kinley highlighted an event (Pacific Crest Sports Endurance) planned for summer 2021 that may bring thousands of people into the area. A letter of support from the Stevenson City Council for the Oregon Department of Transportation was requested and approved by council consensus.
She pointed to her report in the meeting packet for additional information.

12. VOUCHER APPROVAL:

- a) ***December 2020 payroll, 13th month 2020 & January 2020 AP checks** have been audited and were presented for approval. December payroll checks 14787 thru 14810

and 14864 thru 14871 total \$108,770.17 which includes EFT payments. 13th month AP checks 14863 and 14872 thru 14921 total \$158,475.79 and includes EFT payments and checks. January 2020 AP checks 14922 thru 14946 total \$97,865.57 and includes EFT payments and checks. The AP check register with fund transaction summary was attached for review.

MOTION to approve the vouchers as presented was made by **Councilmember Muth** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmember McHale, Muth, Weissfeld, Hendricks.**
- Voting nay: None

13. MAYOR AND COUNCIL REPORTS: None provided due to time constraints.

14. ISSUES FOR THE NEXT MEETING: None provided.

15. COUNCIL APPLICANT INTERVIEWS:

- *Interview Council Applicants - City Administrator Kinley** advised the Council that Shelly Kent had withdrawn her application, Pat Price was not available that evening for an interview and Harry DeVaux had left the meeting. Council interviewed applicants for the open position #5.
- Executive Session**-City Council convened in Executive Session at 9:43 for 7 minutes under RCW 42.30.110(1)(h) to evaluate the qualifications of a candidate for appointment to elective office. Due to technology challenges, the meeting had a new Zoom login id, which was communicated to those remaining on the Zoom call prior to council entering the executive session. The new meeting information was also communicated via the city's live YouTube feed as well as the extensions of the executive session. At 9:50 it was extended for an additional 10 minutes. At 10:00 it was extended an additional 5 minutes. At 10:05 it was extended for an additional 5 minutes. Council came out of executive session and the meeting restarted at 10:12 pm.

MOTION to appoint Dave Cox to council position #5 was made by **Councilmember Weissfeld** with a second provided by **Councilmember Muth**.

- Voting aye: **Councilmember Muth, Weissfeld, Hendricks**
- Voting nay: **Councilmember McHale**

16. ADJOURNMENT Mayor Anderson adjourned the meeting at 10:18 pm.

Scott Anderson, Mayor

Date

**CITY OF STEVENSON
RESOLUTION NO. 2021-376**

**A RESOLUTION OF THE CITY OF STEVENSON AGREEING TO APPLY FOR
FINANCIAL ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT**

WHEREAS, the City Council of the City of Stevenson (“City”) approved an amendment to their approved General Sewer Plan and Wastewater Facility Plan (“Plan”) on February 21, 2019; and

WHEREAS, the Plan outlines significant capital improvements that are required and the City does not have the financial capital to finance the improvements; and

WHEREAS, the City Council has determined that it is in the best interest of the city to finance the improvement projects through all available means including the United States Department of Agriculture (USDA), Rural Development program; and

WHEREAS, a public hearing was conducted on February 18, 2021 at a regular public meeting and the public and staff gave testimony concerning the project and funding application.

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, hereby agrees to apply for financial assistance with the USDA, Rural Development to finance the Stevenson Wastewater Projects.

Be it further resolved that the City Council of the City of Stevenson, Washington authorizes the Mayor and City Administrator to sign all documents relating to the USDA Rural Development loan and/or grant.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 18th day of February, 2021.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson



City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council
From: Karl Russell, Public Works Director and Leana Kinley, City Administrator
RE: Sewer Plant Update
Meeting Date: February 18th, 2021

Executive Summary:

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

Overview of Items:

Plant Operations: Day to day operations continue to go well. The plant continues to see marked improvement with the side streaming efforts of Backwoods Brewing, Walking Man and LDB, Inc. Due to a rain event where we experienced over six inches of rain over two days, we received an influent total of one million gallons in a twenty-four-hour period. To put that into perspective, our monthly average daily influent flow for last January was 486,000 gallons. We were also sampling for BOD-TSS at that time. Once the higher-than-average flow was calculated into the BOD/TSS equation our daily BOD/TSS was 3496 lbs/day. The amount BOD in the sample was not higher than usual but our influent flow due to infiltration and inflow (I&I) was. This resulted in an influent violation not an effluent violation. Our waste water treatment plant is rated at 612 lbs/day average. Our daily average for January was 834 lbs/day average.

The average monthly Influent BOD load has been:

2018

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

2019

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

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

2020

- January 417 lbs/day- No Effluent Violations
- February 270 lbs/day- No Influent/Effluent Violations, Inf Flow Total 7.532 Mil/Gal.
- March 324 Lbs/day No Influent/Effluent Violations, Inf Flow Total 4.223 Mil/Gal.
- April 389 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.852 Mil/Gal.
- May 295 lbs/day No influent/Effluent Violations, Inf Flow Total 3.315 Mil/Gal.
- June 502 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.788 Mil/Gal.
- July 427 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.048 Mil/Gal.
- August 458 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.941 Mil/Gal.
- September 427 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.786 Mil/Gal.
- October 353 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.786 Mil/Gal.
- November 417 lbs/day No Influent/Effluent Violations, Inf Flow Total 8.018 Mil/Gal.
- December 363 lbs/day No Influent/Effluent Violations, Inf Flow Total 9.252 Mil/Gal.

2021

- January 834 lbs/day Influent Violation, no effluent violations, Inf Flow Total 8.988 Mil/Gal.

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

WWTP Design:

Final design of the WWTP was be delivered to D.O.E. in June of this year and has been approved. 90% design for the Rock Creek Lift Station is complete and under review. Rock Creek Lift Station is slated to go out to bid in March 2021. Both the “Main D Extension” and “Cascade Interceptor” are at 90% design and under review.

Funding:

The City received a grant from the US Economic Development Administration (EDA) in the amount of \$4,054,400 for the Wastewater Collection System Capacity Upgrade Project (lift stations and a section of force sewer main). The total project amount is \$5,068,000 with the remaining 20% covered by a USDA loan in the amount of \$873,000 loan and \$70,600 grant. Staff is working on obtaining interim financing for the USDA loan to move forward, agreement on this agenda.

Staff submitted an application for \$9.9M in construction funding through the Department of Ecology for the wastewater treatment plant and extension of the sewer line. The initial offer is for a \$931,946 grant, \$9,004,054 loan at 1.5% interest for 30 years (approx. \$375k annual payment). Staff is applying for a USDA RD loan for the same project to see if we can get a better payment (lower interest, longer term and possibly more grant). A Public Hearing for the application is on this agenda.

Compliance:

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

Annual Infiltration/Inflow Evaluation and Wasteload Assessment Reports were completed.

Action Needed:

None



City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council
From: Leana Kinley, City Administrator
RE: Rock Creek Access
Meeting Date: February 18, 2021

Executive Summary:

The City received two petitions for road vacations in the area near Iman Cemetery which are used to access Rock Creek via private property. At the December 10th Public Hearing on the vacation of No Name Rd. Council directed the creation of the Rock Creek Access Committee to find solutions ahead of the summer.

Overview:

There have been increasing complaints about parking and trespassing around Iman Cemetery to access a historic swimming hole along Rock Creek which has been published on Google and other public outlets. The Cemetery District is also running into conflicts with the lack of parking for events due to right of way encroachments and increase use of the area. The city has received two petitions to vacate rights of way. No Name Rd. is highlighted in yellow on the attached map and had a public hearing on December 10th. Iman Cemetery Rd. is highlighted in blue, abuts a body of water and has not yet had a public hearing.

There have been two meetings of the Rock Creek Access Committee. The notes from the first meeting are attached. The second meeting was to get a better understanding of the issue and viable options. Without knowing the resources council wants to use to provide access, there is not much else the committee is able to accomplish.

There also remains the concern about cemetery access. A copy of their discussion and request is attached. There are encroachment issues of brush as well as infrastructure (a retaining wall, fence and possibly a portion of a garage). One question for council is, if No Name road is not vacated, how far does council want Public Works to go in re-establishing the right of way. There are many areas around the city where the city has undeveloped sections of right of way and does not enforce full development or clearing.

The resolution setting a public hearing for the vacation of Iman Cemetery Rd. sets a date of March 18th for a Public Hearing and has language specific to rights of way which abut bodies of water. RCW 35.79.035 Limitations on vacations of streets abutting bodies of water-Procedure (attached), guides the vacation of this section of road. In general, the question is whether the street provides a public view. If it does provide a public view, then the street cannot be vacated.

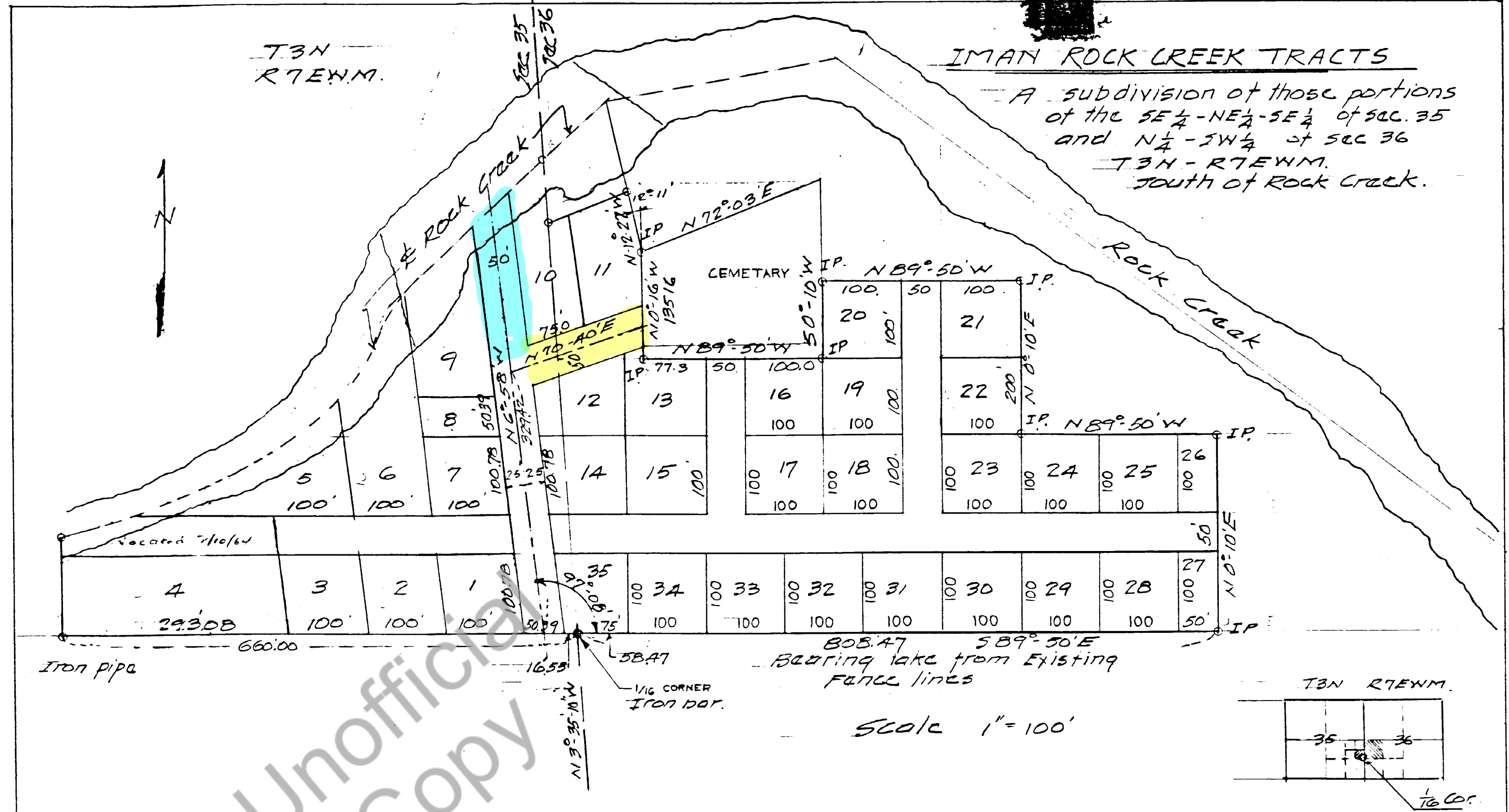
Action Needed:

Motion to approve Resolution 2021-374 setting the date for a public hearing on the vacation of Iman Cemetery Rd.

Direction on whether or not to move forward with vacating No Name Rd.

Direction on ROW maintenance along No Name Rd. and Holly Ave.

62135



Unofficial Copy

DESCRIPTION

Beginning at the one sixteenth corner between the S.E. 1/4 of Section 35 Township 3 North, Range 7 E.W.M. and the S.W. 1/4 of Section 36, Township 3 North, Range 7 E.W.M., which point is marked by an existing steel bar; thence S 89° 50' E. along the Southerly line of the N.E. 1/4 of the S.W. 1/4 of Section 36, Township 3 North, Range 7 E.W.M. a distance of 808.47 feet; thence N 0° 10' E 250.0 feet; thence N 89° 50' W 250.0 feet; thence N 0° 10' E 200.0 feet; thence N 89° 50' W 250.0 feet; thence S 0° 10' W 100.0 feet; thence N 89° 50' W 227.3 feet; thence N 0° 16' W 135.16 feet; thence N 12° 27' W to a line 20.0 feet distant Southerly from the South bank of Rock Creek as described in deed recorded at Book 2, Page 439 of Records of Skamania County Auditor; thence Westerly along said line to an intersection with the Section line between Sections 35 and 36 Township 3 North, Range 7 E.W.M.; thence Northerly along said section line to the center of Rock Creek as defined in deed recorded at Book 2, Page 439 of Skamania County Auditor's records; thence Westerly along the center of Rock Creek to the Westerly line of the S.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of Section 35, Township 3 North, Range 7 E.W.M.; thence South along said line to the Southerly line of the S.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of Section 35, Township 3 North, Range 7 E.W.M.; thence Easterly along the Southerly line of the S.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of Section 35, Township 3 North, Range 7 E.W.M. 660.0 feet more or less to the point of beginning.

DEDICATION

Know all men by these presents that the undersigned owner of the land hereby platted, declare this plat and dedicate to the use of the public forever all roads, streets, avenues and lanes as shown on the plat.

In witness whereof, I have hereunto set my hands and seals this 29 day of August, 1963.

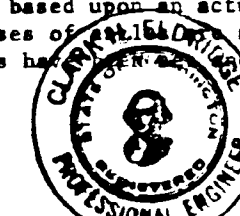
Chris M. Holien

RESERVATIONS

Any service, installation or construction charges for sewer, water or electricity are not covered by this plat.

ENGINEER'S CERTIFICATE

I hereby certify that the plat of Iman Rock Creek Tracts is based upon an actual survey and that the distances and courses of all lots shown thereon correctly, the monuments have been set at all lot corners.



Clark H. Eldridge
Clark H. Eldridge
Registered Professional Engineer

ACKNOWLEDGEMENT

This is to certify that on the 29 day of August, 1963 before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared *Chris M. Holien* to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and for the uses and purposes mentioned therein.

Mildred O'Donnell
Notary Public in and for the State of Washington, residing at *Skamania, Wash.*

I, Mildred O'Donnell, Treasurer of Skamania County, Washington hereby certify that all taxes on the above property are fully paid up and including the year 1963.

Mildred O'Donnell
Skamania County Treasurer

Approved by me this 3rd day of *Sept*, A.D. 1963.

Clark H. Eldridge
County Engineer

Approved by the Board of County Commissioners this 3rd day of *sept*, A.D., 1963.

John W. Suman
Chairman, Board of County Commissioners.

Attest:

County Auditor and Clerk
Board of County Commissioners

62135

Filed for record at the request of *Rita McCallum* on *Sept 16*, 1963 at *2:30* minutes past *2* o'clock in Volume *A* of Plats, page *118*, records of Skamania County.

Paul M. O'Neal
County Auditor

J. S. Suman
by Deputy Auditor

Rock Creek Access Committee
1.22.21 Meeting Notes

Attendees:

Tom Lannen, Skamania County Commissioner
Erik Casto, Skamania County Cemetery District Commissioner
Jeff VanCamp, Skamania County Cemetery District Manager
Robert Muth, Stevenson Councilmember
Paul Hendricks, Stevenson Councilmember
Mike Beck, Stevenson Planning Commissioner
Leana Kinley, Stevenson City Administrator
Karl Russell, Stevenson Public Works Director
Rob Farris, Stevenson Fire Chief
David Phariss, MacKinnon property caretaker and resident
Scott MacKinnon, Property owner
Larry Krug, Property owner
Pat Rice, Friend of Larry Krug and interested party, Stevenson resident
Ann Lueders, Skamania County Resident, Stevenson Property Owner

Items Mention-

- Area needs more trails
 - If the access becomes public, more infrastructure will be needed to support increased visitors (parking, bathrooms, etc.)
- The public will continue to access illegally whether we do anything or not.
- There are two separate issues-the Right of Way (ROW) Vacation and the issues with public access
- There is a 4' easement along lot 11, stated for water access.
- The ROW at the end of Iman Cemetery Rd. leading to Rock Creek can be kept as an overlook or a pocket park.
 - Concern about attractive nuisance
- Concern about creating a trail from the current ROW at the end of Iman Cemetery due to the steep slope, and possible regulatory challenges (excavating near a cemetery)
- Liability if public access is provided
- Access to creek is better from the North side of the bank than the South
 - Still need to cross private property (Mark Anderson) to get to creek bank
- Possible economic development opportunity with access from the North
- Once a ROW is established with access to water, there is no ability to revoke access
- Cemetery needs access in general
 - Resolve the encroachment into the easement from Holly St. and Cemetery Rd/No Name St.
 - Brush on No Name Rd. will be addressed by Stevenson Public Works
- Add signage stating parking for cemetery use only, or something similar to deter parking for access to the Falls
- Impact on area once lots 16 and 17 off Holly St. are developed
- Suggested purchasing lots 16 and 17 for increased parking
- Next meeting to be onsite to better view the terrain and issues first-hand



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

Cemetery District

1 message

Lisa Allen [REDACTED]

Thu, Feb 11, 2021 at 9:22 PM

To: leana@ci.stevenson.wa.us

Cc: Cemetery Office <skacocemetery@embarqmail.com>

Hi Leana,

The weather upset my schedule this week and I couldn't get the internet to connect to the laptop. Feel free to reply to the skacocemetery@embarqmail.com and I will receive it there.

Cemetery Board discussed at length the ROW maintenance for Iman Cemetery. Board voted to Request City of Stevenson establish/reestablish the full legal ROW/easements as deeded. The main concern is parking for funeral services as well as access for equipment thru either street in order to access Iman Cemetery with as little impact to the current burials as possible. Cemetery District is not able to anticipate how frequent a burial service at Iman Cemetery will occur, and it has been noted by correspondence from neighboring properties and other members of the public regarding inadequate parking for burial services & overflow parking in neighborhood hindering the local communities' access to their homes. At this time we do have a burial pending for Iman Cemetery (family has postponed until weather improves). Board and staff of Cemetery District noted the interest/intent to be of assistance in whatever way possible to lessen the burden of the City. Cemetery District has no known maintenance agreement for maintaining said easement but is open to such if the Council is in agreement. This could include such maintenance as signage, gravel & general care (weed eating, mowing).

If you have any questions or concerns feel free to reach me on my cell a [REDACTED]

Thanks again for always working diligently and with such a respectful kindness in all issues. You are appreciated.

:) Lisa

Lisa Nelson
Office Manager
Skamania County Cemetery District
509-427-4114
Skacocemetery@embarqmail.com
Sent from my iPhone

RCW 35.79.035

Limitations on vacations of streets abutting bodies of water—Procedure.

(1) A city or town shall not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

(a) The vacation is sought to enable the city or town to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

(b) The city or town, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

(c) The vacation is sought to enable a city or town to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

(2) Before adopting a resolution vacating a street or alley under subsection (1)(b) of this section, the city or town shall:

(a) Compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the street or alley sought to be vacated;

(b) Conduct a study to determine if the street or alley to be vacated is suitable for use by the city or town for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

(c) Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and

(d) Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under (b) of this subsection, and that the vacation is in the public interest.

(3) No vacation shall be effective until the fair market value has been paid for the street or alley that is vacated. Moneys received from the vacation may be used by the city or town only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

[1987 c 228 § 2.]

RESOLUTION NO. 2021-374

**A RESOLUTION OF THE CITY OF STEVENSON
FIXING PUBLIC HEARING FOR IMAN CEMETERY ROAD VACATION**

WHEREAS, on November 23, 2020, Stevenson resident Patricia Doble submitted a Petition for Vacation of City Road/Easement, pursuant to RCW 35.79.010, seeking the vacation of a section of city road and easement known as “Iman Cemetery Road”;

WHEREAS, the Petition included the names and signatures of all adjoining property owners along the road sought to be vacated;

WHEREAS, RCW 35.79.010 provides that upon receipt of a Petition for road vacation property signed by at least two-thirds of the property owners abutting the road, the council shall fix a public hearing not fewer than twenty nor more than sixty days after the date the resolution is passed; and

WHEREAS, the Petition contains the requisite number of signatures of abutting property owners and the council shall now resolve to fix a public hearing to determine whether to vacate a section of Iman Cemetery Road as requested in the Petition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council for the City of Stevenson hereby fixes a public hearing for March 18, 2021 at City Hall, 7121 E. Loop Rd, Stevenson, WA 98648 if allowed, via phone at 346-248-7799, 669-900-6833, 253-215-8782, 312-626-6799, 929-205-6099 or 301-715-8592 webinar ID 896 0429 9822 and online via Zoom at <https://us02web.zoom.us/j/89604299822>, to be heard by the full council.

Section 2. The City Administrator shall give twenty days' notice of the pendency of the petition by a written notice, in the form attached hereto as Exhibit “A”, posted in three of the most public places in the city or town and a like notice in a conspicuous place on the street or alley sought to be vacated. The said notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition. Since the street abuts a body of water, the statement shall also state the area is public access, is proposed to be vacated, and anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection. The City Administrator shall further cause notice of this public hearing to be published in the *Skamania County Pioneer* not fewer than twenty days prior to the public hearing.

Passed by the City Council this 18th day of February, 2021.

Scott Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC
City Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING ON ROAD VACATION

To all property owners and interested parties concerning the vacation of a section of the city
road
known as "Iman Cemetery Road"

NOTICE IS HEREBY GIVEN the City Administrator has received a Petition for Vacation of a City Road/Easement seeking council action to vacate a section of city street known as "Iman Cemetery Road". The road is described by the Petitioner as follows:

"A tract of land lying in Iman Rock Creek Tracts in the Southeast 1/4 of Section 35, Township 3 North, Range 7 East, Willamette Meridian, City of Stevenson, Skamania County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Lot 10, said Iman Rock Creek Tracts; thence on the Westerly extension of the Southerly line of said Lot 10, South 70°40'00" West 51.19 feet to the intersection with the Easterly line of Lot 9, said Iman Rock Creek Tracts; thence on said Easterly line, North 06°58'00" West 115.07 feet, more or less, to the intersection with the centerline of Rock Creek as described in Book Z, Page 439, Deed Records of Skamania County; thence on said centerline, North 42°03'40" East 66.22 feet to the Northwest corner of said Lot 10; thence on the Westerly line of said Lot 10, South 06°58'00" East 147.53 feet to the point of beginning.

Contains 6,565 square feet (0.151 acre), more or less."

The City Council has fixed the time and place for this hearing for March 18, 2021 at City Hall, 7121 E. Loop Rd, Stevenson, WA 98648 if allowed, via phone at 346-248-7799, 669-900-6833, 253-215-8782, 312-626-6799, 929-205-6099 or 301-715-8592 webinar ID 896 0429 9822 and online via Zoom at <https://us02web.zoom.us/j/89604299822>, to be heard by the full council.

The area proposed to be vacated is public access. Anyone objecting to the proposed vacation should attend the public hearing or send a letter to City Administrator Leana Kinley as directed below indicating the objection.

Written statements in favor of or in opposition to vacation of the public road must be mailed or delivered to the City Administrator, Leana Kinley, at PO Box 371, 7121 E. Loop Rd, Stevenson, WA 98648 or emailed to leana@ci.stevenson.wa.us and received not later than 12:00 p.m. on March 18, 2021 to be considered by the Council. Any interested person may appear in person at the scheduled hearing, details listed above, and speak.



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker
DATE: February 18th, 2021
SUBJECT: Reducing Parking Requirements—Increasing Residential Building Capacity

Introduction

This memo updates the City Council on the public involvement activities undertaken as part of the potential Zoning Code amendment related to parking requirements in the downtown area. The memo also identifies more specific rationale for each proposed change. No specific decision points are anticipated as a result of tonight's discussion.

Scope and Sources of Draft Amendments

The amendments under consideration originate in the following. **Bold** indicates inclusion in the updated draft.

- The draft *Downtown Plan for SUCCESS!*—The draft downtown plan intends “to ensure that adequate parking is provided for both commercial and residential uses while not burdening the potential redevelopment with unnecessary parking infrastructure costs that may limit or discourage redevelopment. To do so, it recommends several changes to current parking framework, including:
 - Identifying potential locations of shared commercial use parking lots.
 - Creating creative financing programs to construct and maintain shared parking lots, including a ‘fee-in-lieu’ of parking on-site, especially for small parcels where redevelopment may be less viable due to parking requirements.
 - Encouraging employee management strategies to reduce the demand on on-site and/or close curbside parking.
 - Changing current regulations to reduce the required amount of both commercial and residential on-site parking. Specific recommendations involve:
 - **Permitting up to 100% of required parking for hotels be supplied by a joint-use lot.**
 - **Permitting up to 50% of required parking for other commercial uses be supplied by a joint-use lot.**
 - **Eliminating the current restriction where sharing is only permitted between daytime & nighttime uses.**
 - **Reducing residential parking requirements.**
 - **Further reducing residential parking requirements for new mixed-use buildings.**
 - **Allowing further reduction of residential parking requirements for new affordable senior or workforce housing.**
 - **Reducing parking requirements for restaurants.**
 - **Reducing parking requirements for retail stores.**
 - Allowing for a complete elimination of parking requirements for new hotels.
 - Developing a bikeshare system at key downtown destinations.
- Zoning Interpretations by the Planning Commission – The following Zoning Interpretations have been made by the Planning Commission:

- **ZON2010-02: Lauderette Parking Classification.** This interpretation categorized an unidentified use as requiring the same amount of parking as a “business providing on-site customer service”.
- ZON2010-03: Floor Area vs. Gross Floor Area. This interpretation determined a drafting error resulted in inconsistent language between 2 categories of retail stores. As a result, parking for all retail uses is required based on “gross floor area”.
- ZON2010-04: Exterior Floor Area. This interpretation considered the definition of “building” as it related to exterior dining areas. Exterior areas on uncovered patios do not require parking. Covered exterior seating and exterior seating on a deck or rooftop does.
- **ZON2014-02: Charter Tour Service Parking Classification.** This interpretation developed standards for an unidentified use based on charter tour vehicle’s maximum occupancy.
- **ZON2016-01: Fire Station Parking.** This interpretation did not result in a specific standard for the unidentified use. Instead the Planning Commission chose to provide general guidance and review proposals on a case-by-case basis so the context of their setting could be considered (e.g., the presence of/demand for on-street parking near the site).
- Staff Review – The following inconsistencies, clarifications, and policies were identified by staff when incorporating the above into the existing code:
 - **Change of Use/Building Expansion.** The C1 parking standards include redundant and conflicting language compared to the standards applicable for all other zones. Changes to SMC 17.25.130(B) remove the redundancy and clarify changes of use to an existing building do not require additional parking (e.g., a restaurant could locate in the Avary Building and no additional parking would be required). Changes to SMC 17.42.030 clarify when parking is required for expansion of a building and provide flexibility for supplying the parking at off-site, off-street lots.
 - **Proximity of Off-Site Parking.** Greater flexibility related to parking for retail, food service and hotel uses, expanding the area from 300 feet to 1,000 ft. is included in the proposal. This expansion provides more properties with the potential for service by the satellite parking lots identified in the draft downtown plan.
 - **Exterior Seating.** A new ratio is identified for exterior seating areas to deal with an inequity created by the Planning Commission’s interpretation in ZON2010-04. The proposal would require ¼ as much parking as interior seating. This is based on an assumption that the seating would be used less often and primarily in only one of the 4 seasons.
- Public Testimony – The following requests were made by the public at the February 8th Planning Commission meeting:
 - Eliminating non-public areas (gross square footage) from triggering parking requirements (for medical and dental clinics) [*This update has been requested by the PC, however staff has not yet been able to include it in the updated draft*]
 - Reducing the ratio of medical and dental clinics
 - Regulating on-street parking
 - **Considering COVID precautions related to new outdoor seating areas**
 - **Expanding where, and on which size of lots, incentives for mixed use residential/commercial development are available.**
 - Eliminating all parking requirements
 - Developing and funding additional public parking

Context/Next Steps

This draft would provide some immediate relief for what has been considered excessive parking requirements by many in the past. By proposing implementation of some recommendations from the downtown plan, the City is

not disregarding the other recommendations, however implementation of those recommendations must rely on information not currently available.

These Policies: The Planning Commission's public involvement strategies are underway and include 1) hard copy mailings to all landowners, 2) emails to the downtown shareholders list, 3) a Facebook post, and 4) an online questionnaire. The results of these engagement attempts will be summarized for review at the March 8th Planning Commission, where alternate or additional changes will be considered. Similarly, the City Council will provide an opportunity for the public to be heard at the March 18th, City Council meeting. After which, the City Council may adopt an update or, if the process surfaces additional concerns, iterative reviews can occur until the concerns are addressed.

Future Policies: The City is in the process of better evaluating how a fee-in-lieu of parking and/or another creative financial strategy could be developed to improve on-street, and off-street joint parking options. To date, the City has inventoried all on-street parking and initiated a gap analysis to increase the number of on-street spaces. Next steps for this will involve:

- 1) Working with the Stevenson Downtown Association to develop off-street parking inventory of private lots.
- 2) Modeling the need for parking spaces based on current and likely development/business activity (potentially included in the upcoming transportation study).
- 3) Developing cost estimates for increasing the number of on-street parking spaces (potentially included in the upcoming transportation study).
- 4) Developing cost estimates for the creation of public joint-use parking lots (potentially included in the upcoming transportation study).
- 5) Developing cost estimates for increasing pedestrian access to new on-street parking and joint-use lots.
- 6) Adopting a fee-in-lieu program balancing the cost of necessary improvements to the demand created by current and likely development/business activity.
- 7) Amending the Zoning Code to coordinate with the fee-in-lieu program.
- 8) Amending SMC 10.12 related to on-street parking and working with the Sheriff's Office for regulation.

Attachments:

- 1- Draft Ordinance 2021-1172 (8 pages)
- 2- Written Comment (3 pages)
- 3- Property Owner Outreach (7 pages)
- 4- Downtown Plan for SUCCESS! Parking Framework excerpt (5 pages)
- 5- ZON2010-02- Launderette Parking Classification (1 page)
- 6- ZON2010-03- Floor Area Clarification (1 page)
- 7- ZON2010-04- Exterior Seating Areas (1 page)
- 8- ZON2014-02- Charter Tour Service Parking (1 page)

**CITY OF STEVENSON
ORDINANCE 2021-1172**

AMENDING THE STEVENSON ZONING CODE (SMC TITLE 17); INCENTIVIZING MIXED USE DEVELOPMENT IN THE C1 DISTRICT; REDUCING PARKING REQUIREMENTS, ESPECIALLY IN THE C1 COMMERCIAL DISTRICT; INCORPORATING PAST PARKING-RELATED ZONING INTERPRETATIONS; AND ALLOWING GREATER OPPORTUNITIES FOR OFF-SITE PARKING

WHEREAS, the Skamania County Economic Development Council recently commissioned a study of the housing needs of Skamania County which found an estimated 20-year demand for 2,000 dwelling units county-wide; and

WHEREAS, a market analysis commissioned in the development of the Stevenson Downtown Plan for SUCCESS! found a 10-year demand for at least 228 new dwelling units in Stevenson specifically; and

WHEREAS, both of the aforementioned analyses indicate the type of development needed in the coming years must differ from type of development seen in recent years, with a greater proportion of the housing to be developed as rental units and more affordable to community residents; and

WHEREAS, current parking requirements form barriers preventing the market's ability to supply the housing needed, especially in the downtown area where housing development is closely related to commercial development; and

WHEREAS, the provisions of this ordinance reduce those barriers while implementing the following objectives of the Stevenson Comprehensive Plan: 2.7, 2.10, 2.12, 2.13, 2.14, 2.15, 3.1, 3.2, 3.3, 3.6, 4.2, 4.3, 5.1, 5.3, 6.1, and 7.12; and

WHEREAS, this ordinance is adopted through the City's municipal authority under RCW 35A.63.100; and

WHEREAS, the City Council provided notice and held a public hearing prior to adoption of this ordinance pursuant to RCW 35A.63.070; and

WHEREAS, the City has reviewed the provisions of this ordinance according to the State Environmental Policy Act and determined it is not likely to have a significant adverse environmental impact; and

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

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

Section 1 – Chapter 17.25 – “Trade Districts” shall be amended by deleting the ~~struck through~~ text and adding the underlined text as shown in Exhibit ‘A’. The amendments occur in Subsection B of SMC 17.25.130 – Trade Districts Parking and Loading. All other provisions of Chapter 17.25 shall remain in effect without amendment.

Section 2 – Chapter 17.42 – “Parking and Loading Standards” shall be amended by deleting the ~~struck through~~ text and adding the underlined text as shown in Exhibit ‘B’. The amendments occur in **SMC 17.42.....** All other provisions of Chapter 17.42 shall remain in effect without amendment.

Section 3 – This ordinance affects Title 17 of the Stevenson Municipal Code only insofar as set forth herein. All other provisions of Title 17 shall remain in full force and effect, and that where the provisions of this ordinance are the same as the provisions they replace, the provisions of this ordinance shall be interpreted as a continuation of those previous provisions and not as a new enactment.

Section 4 – If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Passed by a vote of _____ at the special City Council meeting of _____, 2021.

SIGNED:

ATTEST:

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich
City Attorney

EXHIBIT 'A'

17.25.130 - Trade districts parking and loading.

- A. CR Parking and Loading.
 - 1. Off-street parking shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 - 2. Parking areas, aisles, loading aprons and access ways shall be paved with an all-weather surface of a strength adequate for the traffic expected and shall be well drained.

- B. C1 Parking and Loading.
 - 1. ~~Except for the circumstances set forth in SMC 17.25.130(B)(2), below, o~~Off-street parking and loading shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 - 2. The parking and loading standards of SMC 17.42 are subject to the following exceptions in the C1 Commercial District
 - a. Exception to SMC 17.42.030. Off-street parking is not required ~~when a new use is established in in~~ the following circumstances: a. ~~When the use of~~ an existing building is changed, provided:
 - ~~1. The floor area of the building is not increased by more than 10%, and~~
 - ~~2. Existing off street parking is maintained.~~
 - b. Exception to SMC 17.42.090 for Mixed Use Residential Buildings. For all buildings having a General Sales or Services Use [SMC 17.13.020] as the primary ground-floor use, the parking spaces required for all dwellings within the building shall be 0.5 per dwelling regardless of the number of bedrooms or the gross floor area of the dwelling; provided however, that all parking spaces otherwise required for the building's uses shall be supplied.
 - 3. Parking areas shall be adequately fenced and/or screened from the street and nearby residential uses.

- C. M1 Parking and Loading.
 - 1. Off-street parking shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 - 2. Parking areas shall be fenced and/or screened from the street and nearby residential uses.
 - 3. All loading must be accomplished on the site; no on-street loading is permitted.

(Ord. No. 1103, § 7, 2-16-2017)

EXHIBIT 'B'

Chapter 17.42 - PARKING AND LOADING STANDARDS

17.42.010 - Purpose.

It is the intent of this chapter to allow for parking and loading standards.

(Ord. 894 (part), 1994).

17.42.020 - Policy.

The provisions of off-street parking and loading space in accordance with needs and requirements of particular property uses is a necessary public policy in the interest of traffic safety, minimizing congestion, and to provide harmonious development.

(Ord. 894 (part), 1994).

17.42.030 - Compliance with minimum standards.

A. New uses in all districts shall meet the minimum standards of this title.

B. Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for such expansion or enlargement in accordance with the requirements of Section SMC 17.42.090; ~~provided,~~ however, that no parking space need be provided in the case of enlargement or expansion or expansion where:

1. ~~The cumulative~~ number of parking spaces required for all such expansion or enlargement since ~~the effective date of the ordinance codified in this title~~ September 15th, 1994 is less than ~~ten percent~~ 10% of the parking spaces specified in Section SMC 17.42.090 for the building, and:

2. The number of off-street parking spaces installed as specified in SMC 17.42.090 is maintained.

C. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing ~~at the time of passage of the ordinance codified in this title~~ on September 15th, 1994.

D. For the purposes of this section, any installation of outdoor seating which increases the net eating/dining area of a food service use shall be considered as expansion of a building.

(Ord. 894 (part), 1994).

17.42.040 - Size and access requirements.

A. Each off-street parking space shall have a minimum width of ~~nine-9~~ nine feet and a minimum length of ~~eighteen~~ eighteen feet, except that each off-street parking space for compact vehicles shall have a minimum width of ~~eight~~ eight feet and a minimum length of ~~sixteen-16~~ sixteen feet. ~~Aisles shall have a minimum width of twenty feet.~~

B. Aisles shall have a minimum width of twenty 20 feet.

BC. Up to one-third of the required off-street parking spaces on a site may be sized and designated for compact vehicles.

CD. Each parking space shall be of usable shape and condition.

(Ord. 894 (part), 1994).

~~17.42.050 - Expansion and enlargement of building-Off-street parking requirements.~~

~~Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for such expansion or enlargement in accordance with the requirements of Section 17.42.090; provided, however, that no parking space need be provided in the case of enlargement or expansion or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in Section 17.42.090 for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing at the time of passage of the ordinance codified in this title.~~

~~(Ord. 894 (part), 1994).~~

17.42.060 - Joint use of parking-Percentage of area permitted.

The planning commission may authorize the joint use of parking facilities for the following uses or activities under conditions specified:

- A. Up to ~~fifty percent~~50% of the parking facilities required by this chapter for a theater, bowling alley, dance-hall, restaurant, retail, service or other similar uses, may be supplied by the off-street parking provided by other ~~daytime~~ types of uses or by a community parking lot.
- B. ~~Up to fifty percent of the off-street parking facilities required by this chapter for any daytime buildings or uses may be supplied by the parking facilities provided by uses referred to in this section as nighttime uses.~~ [Reserved]
- C. Up to ~~one hundred percent~~100% of the parking facilities required by this chapter for a church, ~~or for an~~ auditorium, stadium, or sport arena incidental to a public, private or parochial school may be supplied by the off-street parking facilities serving primarily daytime uses or by a community parking lot.
- D. Up to 100% of the parking facilities required by this chapter for a hotel may be supplied by the off-street parking provided by other types of uses or by a community parking lot.

(Ord. 919 §12, 1996; Ord. 894 (part), 1994).

17.42.070 - Joint use of parking—Location and hours—Conditions.

- A. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use, shall be located within ~~three 300 hundred~~ feet of such parking facilities, unless the planning commission agrees to a greater distance. In the case of retail, food service, and hotel uses, the use shall be located within 1,000 feet of the jointly used parking facility, unless the planning commission agrees to a greater distance.
- B. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
- C. No single parking space shall be the subject of more than one joint parking agreement.
- CD. The applicant shall provide a legal document, acceptable to the city attorney, that binds all parties to the joint parking agreement and any city imposed conditions of approval.

(Ord. 894 (part), 1994).

17.42.080 - Off-street facilities—Location requirements.

Off-street facilities shall be located as specified in this section. Where a distance is specified, such distance shall be the maximum walking distance measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve:

- A. For a single-family one and two family dwellings: on the home lot with the building they are required to serve;
- B. For multiple dwellings: ~~one hundred fifty~~150 feet;
- C. For retail, food service, and hotel: 1,000 feet;
- CD. For ~~hospitals, sanitariums, homes for the aged, asylums, orphanages, club rooms, fraternity and sorority houses, and all~~ other uses: ~~three hundred~~300 feet.

(Ord. 894 (part), 1994).

17.42.090 - Table of minimum standards—Off-street parking.

A. Off-street parking shall be provided in accordance with Table 17.42.090-1: Off-Street Vehicle Parking Requirements.

| Table 17.42.090-1: Off-Street Vehicle Parking Requirements | | | |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| | Use | Spaces Required | |
| | | C1 District | Unspecified or All Other Districts |
| A. | Residential structures | <u>1.5 for each two or more bedroom dwelling.</u> <u>1 for each one bedroom dwelling.</u> <u>0.5 for each dwelling less than 500 square feet gross floor area</u> | 2 spaces per for each dwelling unit plus 1 space for each room rented, except that one-bedroom dwelling units only require 1 space |
| B. | Hotel, motel | 1 for each sleeping unit plus 1 space for each 2 employees on the evening shift | |
| C. | Hospitals and institutions | 1 for each 4 beds | |
| D. | Theaters | 1 for each 4 seats, except 1 for each 8 seats in excess of 800 seats | |
| E. | Churches, auditoriums and similar open assembly | 1 for each 4 seats and/or 1 for each 50 square feet of floor area for assembly not containing fixed seats | |
| F. | Stadiums, sport arenas and similar open assemblies | 1 for each 4 seats and/or 1 for each 100 square feet of floor area for assembly not containing fixed seats | |
| G. | Dancehalls | 1 for each 50 square feet of gross floor area | |
| H. | Bowling Alleys | 6 for each alley | |
| I. | Medical and dental clinics | 1 for each 150 square feet of gross floor area | |
| J. | Banks, <u>laundrettes</u> , business and professional offices with on-site customer service | 1 for each 200 square feet of gross floor area | |
| K. | Offices not providing customer services on premises | 1 for each 400 square feet of gross floor area | |
| L. | Warehouse, storage and wholesale business | 1 for each 2 employees | |
| M. | Food and beverage places <u>services</u> with <u>sale and consumption</u> on premises | <u>1 for each 100 square feet of net eating/dining area indoors</u> <u>1 for each 400 square feet of net eating/dining area outdoors</u> | 1 for each 100 square feet of gross floor area |
| N. | Furniture, appliance, hardware, clothing, shoe, personal services store | <u>1 for each 400 square feet of net retail sales area</u> | 1 for each 400 square feet of gross floor area |
| O. | Other retail stores | <u>1 for each 200 square feet of net retail sales area</u> | 1 for each 200 square feet of floor area |
| P. | Manufacturing uses, research, testing and processing, assembly, all industries | 1 for each 2 employees on the maximum working shift and not less than 1 for each 800 square feet of gross floor area | |
| | <u>Charter Tour Service</u> | <u>3 for each 1 to 6 passenger vehicle,</u> <u>4 for each 7 to 12 passenger vehicle,</u> <u>7 for each 13 to 25 passenger vehicle,</u> <u>9 for each 26 to 40 passenger vehicle,</u> <u>15 for each vehicle with 41 or more passengers</u> | |
| | <u>Fire, Police or Emergency Services Station</u> | <u>determined on a case-by-case basis by planning commission</u> | |
| Q. | Uses not specified | determined by planning commission | |

B. Exceptions. The following exceptions are permitted to the standards of Table 17.42.090-1:

1. Affordable Housing. Residential units providing Affordable [SMC 17.10.385] or Workforce Housing [SMC 17.10.387] are eligible for case-by-case reductions of off-street parking requirements. The planning commission may authorize reductions, provided the applicant supplies a legal document, acceptable to the city attorney, containing adequate provisions to ensure the units will be developed and will remain as workforce and/or affordable housing and binding all parties to the agreement and any city imposed conditions of approval.

2. COVID-Related Outdoor Seating. Any outdoor eating/dining area established between the effective date of this ordinance and June 30th, 2022 is exempt from the space-per-square foot requirement, provided however:

a. The number of off-street parking spaces previously installed as specified in SMC 17.42.090 shall be maintained.

AND/OR

b. Any outdoor eating/dining area established shall by December 31st, 2023 either i.) supply the parking spaces required herein or ii.) be removed.

(Ord. 894 (part), 1994).

17.42.100 - Loading and unloading areas.

- A. Subject to subsection E of this section, whenever the normal operation of any development requires that goods, merchandise or equipment be routinely delivered to or shipped from that development, a sufficient off-street loading and unloading area must be provided in accordance with this section to accommodate the delivery or shipment operations in a safe and convenient manner.
- B. The loading and unloading area must be of sufficient size to accommodate the numbers and types of vehicles that are likely to use this area, given the nature of the development in question. The following table indicates the number and size of spaces that, presumptively, satisfy the standard set forth in this subsection. However, the permit-issuing authority may require more or less loading and unloading area if reasonably necessary to satisfy the foregoing standard.

| <u>Gross Leasable Area of Building</u> | <u>Number of spaces*</u> |
|----------------------------------------|--------------------------|
| 1,000—19,999 | 1 |
| 20,000—79,999 | 2 |
| 80,000—127,999 | 3 |
| 128,000—200,000 | 4 |

Plus one space for each additional seventy-two thousand square feet or fraction thereof.

* Minimum dimensions of twelve feet by fifty-five feet and overhead clearance of fourteen feet from street grade required.

- C. Loading and unloading areas shall be so located and designed that the vehicles intended to use them can: (i) maneuver safely and conveniently to and from a public right-of-way, and (ii) complete the loading and unloading operations without obstructing or interfering with any public right-of-way or any parking space or parking lot aisle.
- D. No area allocated to loading and unloading facilities may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking area be used to satisfy the area requirements for loading and unloading facilities.
- E. Whenever; (i) there exists a lot with one or more structures on it constructed before the effective date of this chapter, and (ii) a change in use that does not involve any enlargement of a structure is proposed for such lot, and (iii) the loading area requirements of this section cannot be satisfied because there is not sufficient

area available on the lot that can practicably be used for loading and unloading, then the developer need only comply with this section to the extent reasonably possible.

(Ord. 894 (part), 1994).

Date: 02-08-2021

To: City of Stevenson Planning Commission meeting 2-8-2021, 6 PM

From: Jack Clifton, property owner

RE: C1 Commercial District Owners – Parking Requirement Amendment Proposal

As the business owner of Stevenson Dental Care located at 52 NW Second Street, and property owner of the lots at 70 NW Second Street, and rental building at 136 NW Second Street, I am proposing the current parking requirements are excessive, and the current proposed amendments do not go far enough to allow reuse of existing buildings, growth of new business, or development of new business/residential structures. I believe it is a significant factor limiting new building development in Stevenson.

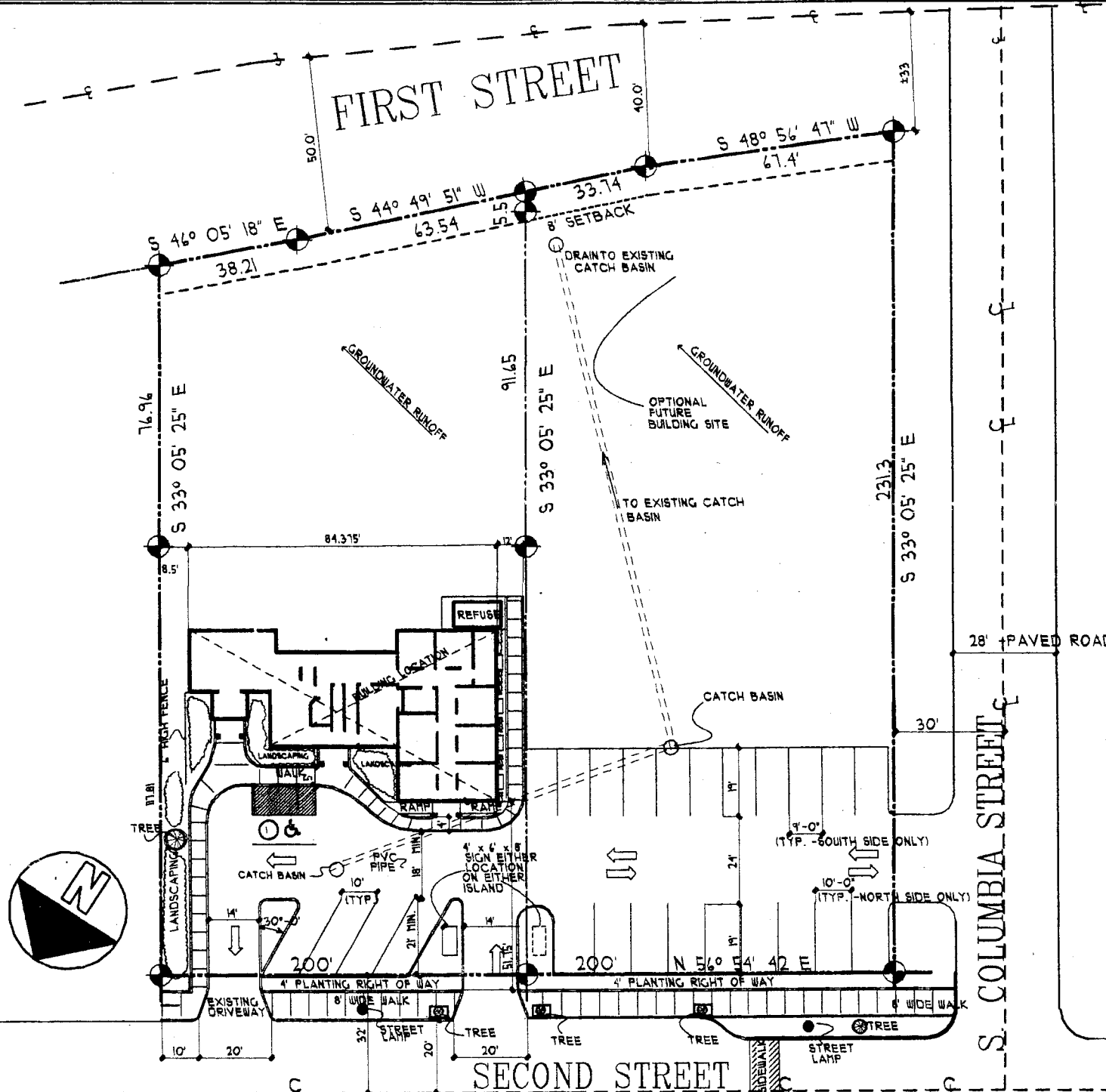
I purchased the property at NW 70 in 1999 with the desire to someday afford development as retail/multifamily, and or build a new dental office. While parking requirements at that time were prohibitive to making a realistic development, plans for updating or revising the parking requirements for the downtown area have always been high on the agenda of the Stevenson Planning Commission, but with every new team of volunteers and city staff, this has always been tabled for some future date or direction by wisdom. Between 2018 and 2020, I had placed this property on the active market for sale, as I have not been able to afford to finance the dream of my development plan. During this time, interacting with potential buyers, I repeatedly heard the statement “Stevenson has the most restrictive parking requirements of any seen.” A deal breaker for some, or scaled down projects to reduce gross square feet for others.

I purchased the property at 52 NW Second Street for my dental office, which at that time was used as two rental apartments and a 1,400 sq foot dental office with one off street parking space. Originally this property was developed as a 3 bed room single family home with an attached 750 sq foot dental office. I remodeled the main floor for dental office, and eliminated the apartments. So there has been repurposing of the structure, as many buildings have in Downtown Stevenson. I have the luxury of considerably more space than typical cramped dental office. A basement for storage and mechanicals 875 sq. ft., an upper story for personal office and staff lounge/meeting area, with full kitchen at 595 sq ft, a “lab” where I can do case work at 90 sq ft, and a double door entry way of 70 sq ft. None of this 1,630 sq ft contribute to the number of cars needing off street parking.

The current parking requirement formula for medical/dental office is one parking space for every 150 sq ft of gross square footage of building space. My gross space is 3,946, and this results in 25-26 required parking spaces. No consideration for office capacity, use of different spaces, or number of staff. I am reporting the following actual numbers based on my experience that demonstrates this is excessively high requirement. In busier times we have had 6 staff including myself, 4 treatment rooms that are not all full at the same time, and a large waiting room - 221 sq ft that may have 2-3 patients on a busy day. This totals potentially about 13 cars at maximum use. On a busy day I see there may be 8 -10 cars parked maximum! I have attached the detail of the dental office 5 spaces, and additional 20 parking spaces required on lots at 70 NW Second Street. In these 20 spaces, there are typically only the 5 current staff members parked here. This extra space is expensive, and prohibits potential for more productive and more esthetic uses!

I propose that storage space, mechanical space, and private office space be exempt from the code for medical/dental clinics category, and any category as well. And there should be some mechanism to consider these spaces or other like spaces exempt in requesting exception to the existing code. Under the current code of 150 devisor, and if only the main floor of 2,408 sq ft (excluding the entry way) is used, this would result in 16 spaces. More than ample for the 13 I have potential to experience above. If the sole square foot number is used, and if only the storage and mechanical room were exempted and the devisor was changed from 150 to 200 the result from the remaining 3,071 sq ft would yield 15.5 spaces, and be closer to what is actually the case.

If we can survive with a US Post Office that has no off street parking for patrons, or restaurants that have no off street parking space, we can adjust the current code, while not imposing on the local grocery store or new businesses to provide poached parking spaces. And in addition, I have witnessed a number of small business venture attempts in the downtown Stevenson that were unable to start due to a prohibitive and absurdly oppressive amount off street parking spaces required. I propose that if Stevenson wants to see multifamily dwellings, new businesses or business buildings, or any combination of this in the downtown corridor, a new less oppressive formula for all categories is an essential element to success!



SITE PLAN

SCALE: 1" = 40'-0"

N. COLUMBIA STREET

S. COLUMBIA STREET



City of Stevenson

Planning Department

(509)427-5970

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

TO: Downtown Property Owners
FROM: Ben Shumaker
DATE: February 3rd, 2021
SUBJECT: C1 Commercial District Owners—Parking Requirement Amendment Proposal

This letter is intended to proactively engage you about potential changes to the zoning regulations affecting your property. The potential changes are proposed in response to a recent study by the Skamania County Economic Development Council (EDC) assessing the availability of land for housing. In their *Skamania County Housing Needs Analysis* the EDC is anticipating the need for ~2,000 new housing units over the next 20-years. The study also found that a lack of appropriate infrastructure as well as the development regulations currently implemented by the City and County limit the ability to provide these new homes. As a result, housing costs, utility pricing, and community frustration is expected to increase. The City's draft Downtown Plan for SUCCESS! addresses these issues and more as it recommends several changes to the Zoning Code. The City is hoping to discuss these changes with you prior to their adoption.

The proposed changes currently revolve around the following policy questions:

- 1) Should new housing downtown have fewer roadblocks?
- 2) Should storage areas for retail stores and restaurants be exempt from the parking requirement?
- 3) Should outdoor seating at restaurants require less parking than indoor areas?
- 4) Should more options be available to supply off-site, off-street parking?

Attachment 1 is provided to illustrate how affirmative answers to these policy questions might be incorporated into the zoning regulations applicable to your property. Changes have ~~red strike through~~ representing deletions and red underline representing additions.

The changes are titled "discussion draft", reflecting their intent to function as a starting point, not a desired endpoint. Your contributions to this discussion are an important part of the drafting process. Please complete the online questionnaire at <https://www.surveymonkey.com/r/KNKYXRD>

Suggestions for fewer/alternative/additional changes will help ensure the Zoning Code implements the citizens' desires as well as their needs. To make the attachment as legible as possible, provisions applicable to the C1 District are shown in black ink. All other provisions are included for comparison purposes and appear in gray ink with smaller font.

Process: The Planning Department is hopeful this change can be reviewed and adopted this spring. The City Planning Commission and City Council will hold informational meetings on the proposed changes in February and the Stevenson City Council will hold a public hearing at 6:00pm on Thursday, March 18th. Following the public hearing, adoption is possible.

The next meeting will take place remotely at **6:00pm on February 8th, 2021**.

Join us at <https://us02web.zoom.us/j/89884084279> and via teleconference at 253-215-8782 or 301-715-8592, Webinar ID# 898 8408 4279.

Additional Request: The City is looking for some specific “case studies” of how the Zoning Code affects people’s lives and livelihoods. If you have a specific example from your experience, we’d appreciate you’re sharing it. Specifically, we’d like to know:

- 1- Have the existing provisions of the Zoning Code caused you to redesign or abandon a development proposal?
- 2- Have the existing provisions of the Zoning Code protected your neighborhood from a development or change you didn’t want?

To share a specific instance, please contact the city at 509-427-5970 or planning@ci.stevenson.wa.us.

Decisions on this topic are not expected until March at the earliest. In addition to this letter, you should expect at least 2 other on this topic:

- 1- Request for initial opinions on the zoning text amendments (*this letter*).
- 2- Notification of the last draft ordinance and meeting where decisions will be made (expected early March).
- 3- Request for opinions on a potential new zoning criteria: minimum density overlay (expected late March).

If you would like more information on this topic, including background reports, electronic copies of this letter, and information on other proposed changes, you can find it at: <http://ci.stevenson.wa.us/letsbuild>

Attachments:

- 1- Discussion Draft Zoning Amendment

17.25.130 - Trade districts parking and loading.

- A. CR Parking and Loading.
1. Off-street parking shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 2. Parking areas, aisles, loading aprons and access ways shall be paved with an all-weather surface of a strength adequate for the traffic expected and shall be well drained.
- B. C1 Parking and Loading.
1. Except for the circumstances set forth in SMC 17.25.130(B)(2), below, off-street parking and loading shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 2. Off-street parking is not required ~~in the following circumstances: a. —~~ when the use of an existing building is changed, provided:
 1. ~~The floor area of the building is not increased by more than 10%, and~~
 2. ~~Existing off-street parking is maintained.~~
 3. Parking areas shall be adequately fenced and/or screened from the street and nearby residential uses.
- C. M1 Parking and Loading.
1. Off-street parking shall be provided in accordance with the requirements of SMC 17.42 Parking and Loading Standards.
 2. Parking areas shall be fenced and/or screened from the street and nearby residential uses.
 3. All loading must be accomplished on the site; no on-street loading is permitted.

(Ord. No. 1103, § 7, 2-16-2017)

Chapter 17.42 - PARKING AND LOADING STANDARDS**17.42.010 - Purpose.**

It is the intent of this chapter to allow for parking and loading standards.

(Ord. 894 (part), 1994).

17.42.020 - Policy.

The provisions of off-street parking and loading space in accordance with needs and requirements of particular property uses is a necessary public policy in the interest of traffic safety, minimizing congestion, and to provide harmonious development.

(Ord. 894 (part), 1994).

17.42.030 - Compliance with minimum standards.

- A. New uses in all districts shall meet the minimum standards of this title.
- B. Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for such expansion or enlargement in accordance with the requirements of ~~Section SMC 17.42.090, provided,~~ However, that no parking space need be provided in the case of enlargement ~~or expansion~~ or expansion where:
1. ~~The~~ the cumulative number of parking spaces required for ~~all such~~ expansion or enlargement since ~~the effective date of the ordinance codified in this title~~ September 15th, 1994 is less than ~~ten percent~~ 10% of the parking spaces ~~specified in Section SMC 17.42.090 for the building, and,~~
 2. The number of off-street parking spaces installed as specified in SMC 17.42.090 is maintained.
- C. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing ~~at the time of passage of the ordinance codified in this title~~ September 15th, 1994.
- D. For the purposes of this section, any installation of outdoor seating which increases the net eating/dining area of a food service use shall be considered as expansion of a building.

(Ord. 894 (part), 1994).

17.42.040 - Size and access requirements.

A. Each off-street parking space shall have a minimum width of ~~nine-9~~ feet and a minimum length of ~~eighteen-18~~ feet, except that each off-street parking space for compact vehicles shall have a minimum width of ~~eight-8~~ feet and a minimum length of ~~sixteen-16~~ feet. ~~Aisles shall have a minimum width of twenty feet.~~

~~B. Aisles shall have a minimum width of twenty-20 feet.~~

~~BC.~~ Up to one-third of the required off-street parking spaces on a site may be sized and designated for compact vehicles.

~~CD.~~ Each parking space shall be of usable shape and condition.

(Ord. 894 (part), 1994).

~~17.42.050 - Expansion and enlargement of building-Off-street parking requirements.~~

~~Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for such expansion or enlargement in accordance with the requirements of Section 17.42.090; provided, however, that no parking space need be provided in the case of enlargement or expansion or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in Section 17.42.090 for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing at the time of passage of the ordinance codified in this title.~~

~~(Ord. 894 (part), 1994).~~

17.42.060 - Joint use of parking-Percentage of area permitted.

The planning commission may authorize the joint use of parking facilities for the following uses or activities under conditions specified:

A. Up to ~~fifty-percent~~50% of the parking facilities required by this chapter for a theater, bowling alley, dance-hall, restaurant, retail, service or other similar uses, may be supplied by the off-street parking provided by other ~~daytime~~ types of uses or by a community parking lot.

B. ~~Up to fifty percent of the off-street parking facilities required by this chapter for any daytime buildings or uses may be supplied by the parking facilities provided by uses referred to in this section as nighttime uses. [Reserved]~~

C. Up to ~~one-hundred-percent~~100% of the parking facilities required by this chapter for a church, ~~or for an~~ auditorium, stadium, or sport arena incidental to a public, private or parochial school may be supplied by the off-street parking facilities serving primarily daytime uses or by a community parking lot.

D. Up to 100% of the parking facilities required by this chapter for a hotel may be supplied by the off-street parking provided by other types of uses or by a community parking lot.

(Ord. 919 §12, 1996; Ord. 894 (part), 1994).

17.42.070 - Joint use of parking—Location and hours—Conditions.

A. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use, shall be located within ~~three-300-hundred~~ feet of such parking facilities, unless the planning commission agrees to a greater distance. In the case of retail, food service, and hotel uses, the use shall be located within 1,000 feet of the jointly used parking facility, unless the planning commission agrees to a greater distance.

B. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.

C. No single parking space shall be the subject of more than one joint parking agreement.

~~CD.~~ The applicant shall provide a legal document, acceptable to the city attorney, that binds all parties to the joint parking agreement and any city imposed conditions of approval.

(Ord. 894 (part), 1994).

17.42.080 - Off-street facilities—Location requirements.

Off-street facilities shall be located as specified in this section. Where a distance is specified, such distance shall be the maximum walking distance measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve:

- A. For ~~single-family one- and two-family~~ dwellings: on the home lot with the building they are required to serve;
- B. For multiple dwellings: ~~one hundred fifty~~150 feet;
- C. For retail, food services, and hotels: 1,000 feet;
- C. For ~~hospitals, sanitariums, homes for the aged, asylums, orphanages, club rooms, fraternity and sorority houses, and all~~ other uses: ~~three hundred~~300 feet.

(Ord. 894 (part), 1994).

17.42.090 - Table of minimum standards—Off-street parking.

A. Off-street parking shall be provided in accordance with Table 17.42.090-1: Off-Street Vehicle Parking Requirements.

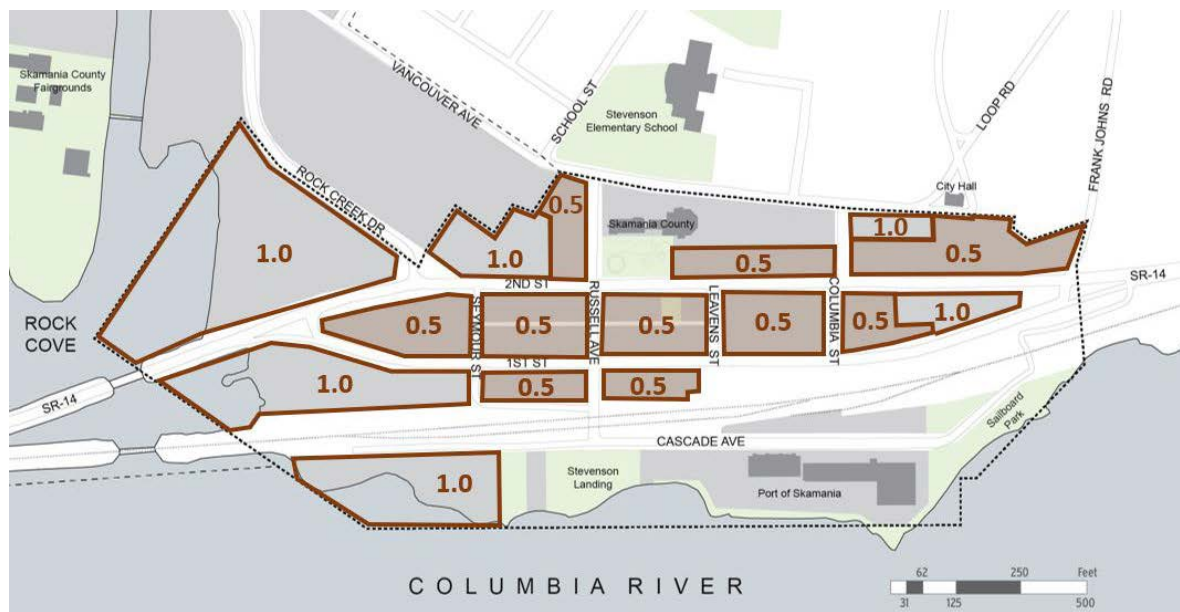
| Table 17.42.090-1: Off-Street Vehicle Parking Requirements | | | |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| | Use | Spaces Required | |
| | | <u>C1 District</u> | <u>Unspecified or All Other Districts</u> |
| A. | Residential structures | <u>1.5 for each two or more bedroom dwelling, 1 for each one bedroom dwelling, 0.5 for each dwelling less than 500 square feet</u> | 2 spaces per for each dwelling unit plus 1 space for each room rented, except that one-bedroom dwelling units only require 1 space |
| B. | Hotel, metel | 1 for each sleeping unit plus 1 space for each 2 employees on the evening shift | |
| C. | Hospitals and institutions | 1 for each 4 beds | |
| D. | Theaters | 1 for each 4 seats, except 1 for each 8 seats in excess of 800 seats | |
| E. | Churches, auditoriums and similar open assembly | 1 for each 4 seats and/or 1 for each 50 square feet of floor area for assembly not containing fixed seats | |
| F. | Stadiums, sport arenas and similar open assemblies | 1 for each 4 seats and/or 1 for each 100 square feet of floor area for assembly not containing fixed seats | |
| G. | Dancehalls | 1 for each 50 square feet of gross floor area | |
| H. | Bowling Alleys | 6 for each alley | |
| I. | Medical and dental clinics | 1 for each 150 square feet of gross floor area | |
| J. | Banks, <u>laundrettes</u> , business and professional offices with on-site customer service | 1 for each 200 square feet of gross floor area | |
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| L. | Warehouse, storage and wholesale business | 1 for each 2 employees | |
| M. | Food and beverage places services with sale and consumption on premises | <u>1 for each 100 square feet of net eating/dining area indoors 1 for each 400 square feet of net eating/dining area outdoors</u> | 1 for each 100 square feet of gross floor area |

| | | | |
|---------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| N. | Furniture, appliance, hardware, clothing, shoe, personal services store | <u>1 for each 400 square feet of net retail sales area</u> | 1 for each 400 square feet of gross floor area |
| O. | Other retail stores | <u>1 for each 200 square feet of net retail sales area</u> | 1 for each 200 square feet of floor area |
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| | <u>Charter Tour Service</u> | | <u>3 for each 1 to 6 passenger vehicle,</u> <u>4 for each 7 to 12 passenger vehicle,</u> <u>7 for each 13 to 25 passenger vehicle,</u> <u>9 for each 26 to 40 passenger vehicle,</u> <u>15 for each vehicle with 41 or more passengers</u> |
| Q. | Uses not specified | | determined by planning commission |

B. Exceptions. The following exceptions are permitted to the standards of Table 17.42.090-1:

1. Mixed-Use Residential Structures. On lots less than 10,000 square feet lot area, the spaces required for residential units shall be reduced according to the ratios in SMC Figure 17.42.090-1: Mixed Use Parking Standards, provided General Sales or Services Uses [SMC 17.13.020] comprise the primary use of the mixed use development.

Figure 17.42.090-1: Mixed Use Parking Standards



2. Affordable Housing. Residential units providing Affordable [SMC 17.10.385] or Workforce Housing [SMC 17.10.387] are eligible for case-by-case reductions of off-street parking requirements. The planning commission may authorize reductions, provided the applicant supplies a legal document, acceptable to the city attorney, containing adequate provisions to ensure the units will be developed and will remain as workforce and/or affordable housing and binding all parties to the agreement and any city imposed conditions of approval.

(Ord. 894 (part), 1994).

17.42.100 - Loading and unloading areas.

A. Subject to subsection E of this section, whenever the normal operation of any development requires that goods, merchandise or equipment be routinely delivered to or shipped from that development, a sufficient

off-street loading and unloading area must be provided in accordance with this section to accommodate the delivery or shipment operations in a safe and convenient manner.

- B. The loading and unloading area must be of sufficient size to accommodate the numbers and types of vehicles that are likely to use this area, given the nature of the development in question. The following table indicates the number and size of spaces that, presumptively, satisfy the standard set forth in this subsection. However, the permit-issuing authority may require more or less loading and unloading area if reasonably necessary to satisfy the foregoing standard.

| <u>Gross Leasable Area of Building</u> | <u>Number of spaces*</u> |
|----------------------------------------|--------------------------|
| 1,000—19,999 | 1 |
| 20,000—79,999 | 2 |
| 80,000—127,999 | 3 |
| 128,000—200,000 | 4 |

Plus one space for each additional seventy-two thousand square feet or fraction thereof.

* Minimum dimensions of twelve feet by fifty-five feet and overhead clearance of fourteen feet from street grade required.

- C. Loading and unloading areas shall be so located and designed that the vehicles intended to use them can: (i) maneuver safely and conveniently to and from a public right-of-way, and (ii) complete the loading and unloading operations without obstructing or interfering with any public right-of-way or any parking space or parking lot aisle.
- D. No area allocated to loading and unloading facilities may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking area be used to satisfy the area requirements for loading and unloading facilities.
- E. Whenever; (i) there exists a lot with one or more structures on it constructed before the effective date of this chapter, and (ii) a change in use that does not involve any enlargement of a structure is proposed for such lot, and (iii) the loading area requirements of this section cannot be satisfied because there is not sufficient area available on the lot that can practicably be used for loading and unloading, then the developer need only comply with this section to the extent reasonably possible.

(Ord. 894 (part), 1994).

Framework Goal

The parking supply facilitates efficient short-term needs and minimizes on-site parking requirements.

Framework Objectives

- » Provide adequate off-street private parking to serve existing and future development sites.
- » Provide adequate public parking to serve existing and future public uses and special events.
- » Provide adequate short-term visitor and commercial curbside parking to serve existing and future adjacent uses.
- » Ensure that parking impacts on the public realm are minimized.

PARKING FRAMEWORK

PARKING FRAMEWORK

The intent of the parking framework is to ensure that adequate parking is provided for both commercial and residential uses while not burdening the potential redevelopment with unnecessary parking infrastructure costs that may limit or discourage redevelopment.

The parking framework includes concepts that result in a higher turnover of on-street parking, the discouragement of employee parking on prime on-street locations in front of commercial businesses and provides a strategy for the development of potential shared public parking lots to meet future increased commercial and residential parking demand.

Key Elements

Key elements of the parking framework include:

- » Identification of potential locations of shared commercial use parking lots. To ensure that these lots are well used, sites that are in close walking proximity current businesses and future redevelopment sites have been identified.
- » Proposal for a 'fee-in-lieu' of parking on-site, especially for small parcels where redevelopment may be less viable due parking requirements.
- » Recommendations for regulatory changes that reduce the required amount of both commercial and residential on-site parking which will in turn result in more economically viable redevelopment by reducing construction costs. While adequate parking must be provided, improvements to walking and biking routes along with mixed uses that are within each other are anticipated to reduce parking demand.

POTENTIAL JOINT-USE SHARED COMMERCIAL PARKING LOT STUDY AREAS



Potential Joint-Use Shared Commercial Parking Lots

Commercial parking is very site sensitive—when located in the right area, it can spur additional business. With this objective, three conceptual locations for potential parking lots have been selected, based upon the following criteria:

- » **Convenience.** People are generally more willing to shop downtown if parking is available close-in, rather than in outlying areas, separated from shopping destinations by distance and other physical barriers such as railroad tracks. Due to the sloping nature of downtown Stevenson, only sites that are easily accessible on foot by customers of varying physical condition have been identified.
- » **Easy Access from State Route 14.** Commercial businesses benefit when they attract discretionary shopping trips. Visitors and tourists traveling through Stevenson can provide a significant market if they are informed of and directed to convenient parking. Because these potential customers are not familiar with Downtown, sites need to be in close proximity to the 2nd and 1st street routes.
- » **Integration into Walking Routes.** Once out of the car, commercial customers must be able to easily understand how to get to shops. Selected sites can be integrated into the proposed 2nd Street walking and window shopping loop from Columbia Street to a future Rock Creek extension.
- » **Fill Parking Gap.** Current businesses should first benefit from any additional parking. Sites have been identified to serve these businesses.
- » **Meet Future Demand.** Sites with capacity adequate to serve both demand from existing uses and new commercial development within the core that cannot be met on individual redevelopment parcels.

Preliminary shared parking lot locations have been identified. Additional study and outreach is necessary to advance any of these concepts. Potential sites include:

- » **P1 Commercial Lot.** This site is located along the current Seymour Street segment that would be vacated when a new Rock Drive extension is constructed. Auto access at the existing intersection of 2nd and Seymour streets would be maintained as a parking lot driveway rather than a through street. Considerable site capacity exists if additional adjacent parcels can be assembled. Approximately 125 parking stalls could potentially be built with limited impacts on existing uses.
- » **P2 Commercial Lot.** The best candidate for parking may be an underutilized site east of Columbia and north of 1st Street, identified as part of the Columbia Street Catalyst concept. A parking lot at this site could accommodate approximately 40 stalls without impacting existing uses.
- » **P3 Commercial Lot.** Located at the confluence of Rock Creek Drive and 2nd Street on vacant land adjacent the Main Street Gas Station/Convenience Mart, this site benefits from direct access and visibility from the adjacent roadways. In close proximity to the both the Stevenson Central WET bus and seasonal Dog Mountain shuttle stops, it could serve both destinations. Located along the proposed Rock Creek walking and biking path extension, it would be a prime location for a bikeshare station. A lot at this site could also serve as an overflow lot for events held at the County Fairgrounds or the Hegewald Center. Approximately 60 parking stalls could be accommodated without significant grading of the steep slope toward the north side of the site.

Adjustments to Joint-Use of Parking

For these lots, recommended changes include permitting up to:

- » Fifty percent of the parking facilities required to apply to all commercial retail and service uses supplied by the joint use lot.
- » Fifty percent of the parking facilities required to apply to uses regardless of daytime or nighttime types of use.
- » One hundred percent of required parking facilities for hotels.

Financing

Over time, all funding options to construct and maintain shared parking lots should be considered, including on-street and off-street parking fees, revenue bonds, in-lieu fees, parking assessment districts, parking/business improvement districts, and public-private partnerships. A blend of several sources to fund future facilities may be most feasible.

Employee Parking Management Strategies

Employees of commercial business compete for Downtown parking, especially curbside spaces. To minimize the demand for parking and ensure that patrons have the best parking spaces in Downtown Stevenson, strategies that reduce employee demand in should be explored, including the following.

Satellite Parking Lots

Employees of downtown businesses should be encouraged to park in designated areas outside the core. A unified Downtown Employee Parking Program will likely be necessary to ensure compliance by all businesses and employees. For these lots, Downtown employee parking should be free or available at a reduced cost. Shuttle or night escort services may help induce higher use, especially during the dark, rainy winter season. Multiple locations may be needed. Existing underutilized lots may include acquiring and designating spaces within the County Fairgrounds, along Cascade Avenue, within proposed joint use shared lots, or other areas.

Cash-out programs

This would include an employee financial incentive (such as \$50/ per month) to not utilize an on-site parking space that could in turn be utilized by other users—residents or customers.

Bikeshare System

Many key destinations within the Downtown core, the Downtown planning area, and adjacent neighborhoods are outside easy walking distance but are accessible by bicycle. A bikeshare system is recommended as a potential strategy to reduce auto parking demand. Additional analysis and outreach would be required. A bicycle-sharing system:

- » **Is a membership service in which bicycles are made available for shared use to individuals on a short term basis for a price or free.** The bike share system allows people to borrow a bike from a “dock” and return it at another dock belonging to the same system.
- » **Could include a dockless bikes or scooters.** The dockless bike hire systems consist of a bicycle with a lock that is usually integrated onto the frame and does not require a docking station. Smartphone mapping apps show nearby available bikes and open docks.
- » **Could include bicycle rentals.** In this system a bicycle can be rented or borrowed from a location and returned to that location. These bicycle renting systems often cater to Stevenson day-trippers or tourists. The locations or stations are not automated but are run by employees or volunteers. This system could be incorporated as part of the cruise line services at Stevenson Landing or available for guests at Skamania Lodge.

Adjustments To Required Off-Street Parking Standards

While some off-street parking is desirable for most uses, the physical and economic constraints of providing off-street parking on each development site have likely stifled commercial and residential development throughout the Downtown core. Downtown Stevenson land is relatively more expensive, its parcels are often small and irregular, and mixed use development buildings frequently cover their entire lots. In these situations, any on-site parking must be tucked under, subterranean or structured, which is always expensive and sometimes physically impossible.

When Stevenson's code requires off-street parking especially for new residential construction, the City shifts what should be a cost of driving—the cost of parking a car—into the cost of housing. Faced with these minimum parking requirements, developers may have as result build less housing in Stevenson than the market demands.

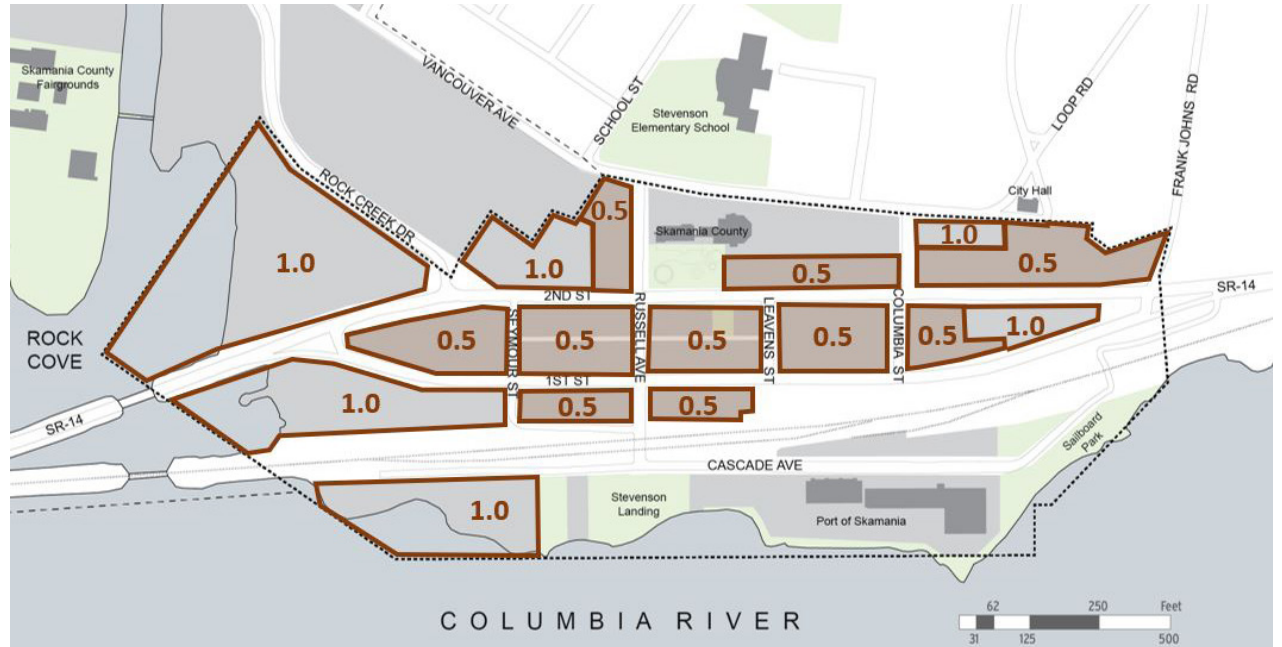
Coupled with a strategy for shared parking lots along with planned improvements to walking and biking routes that are anticipated to reduce parking demand, recommended regulatory changes that reduce the required minimum amount of both commercial and residential on-site parking are identified to the Chapter 17.42 Parking and Loading Standards. Potential changes would include the following.

Compliance with Minimum Standards

Changes should apply to permitted uses or conditional uses for the Downtown planning core area only, including:

- » **Residential Structures.** Currently 2 spaces per dwelling unit plus 1 space for each room rented, except that one-bedroom dwelling units only require one space are required. This requirement exceeds anticipated parking demand and may impact the financial viability of residential development by increasing pricing above affordable rental rate levels. Recommended reasonable reductions could be 1.5 spaces per all two or more bedroom units, 1 space per unit for one bedroom units, and 0.5 spaces for apartments less than 500 square feet. Additionally, conditional approval for additional parking reductions should be available on a case by case basis for affordable senior or workforce housing where developers can demonstrate that other on-site parking replacement strategies can be enacted. These may include secure in-building bicycle parking rooms, contributions to shared parking lots via a fee-in-lieu of fee, contributions to a potential bikeshare program, providing WET transit passes for residents and employees in Downtown, or other means that effectively reduce parking demand.
- » **Mixed-use residential structures.** A new standard is recommended for parcels less than 10,000 square feet that are within areas indicated on the Residential parking diagram. Where commercial is the primary use and residential development is a secondary use, a minimum of 0.5 parking spaces per rental unit (excluding short term rental units) residential parking requirement is recommended. Should the units be owner occupied, units would have a recommended 1.0 parking space per unit requirement. Additionally, conditional approval for additional parking reductions should be available on a case by case basis for affordable senior or workforce housing where developers can demonstrate that other on-site parking replacement strategies can be enacted. These may include secure in-building bicycle parking rooms, contributions to shared parking lots via a fee-in-lieu of fee, contributions to a potential bikeshare program, providing WET transit passes for building residents and employees, or other means that effectively reduce parking demand.

MIXED USE PARKING STANDARDS



- » **Food and Beverage Places.** Currently one space per 100 square feet gross floor area is required. Recommended changes would include changing the gross square floor area to net eating and dining area. Additionally, conditional approval for additional parking reductions should be available on a case by case basis where developers can demonstrate that other on-site parking replacement strategies can be enacted. These may include additional bicycle parking racks or curbside bike parking corrals, contributions to shared parking lots via a fee-in-lieu of fee, contributions to a potential bikeshare program, providing WET transit passes for employees, or other means that effectively reduce parking demand.
- » **Retail stores.** Clothing and shoe stores should be regulated as a retail use and meet current standard of 1 space for 100 square feet gross floor area. Recommended changes would include changing the gross square floor area to net retail sales area. Additionally, conditional approval for additional parking reductions should be available on a case by case basis where developers can

demonstrate that other on-site parking replacement strategies can be enacted. These may include additional bicycle parking racks or curbside bike parking corrals, contributions to shared parking lots via a fee-in-lieu of fee, contributions to a potential bikeshare program, providing WET transit passes for employees, or other means that effectively reduce parking demand.

- » **Hotel.** Currently one space per sleeping unit plus one room plus one space or each room rented, except that one-bedroom dwelling units only require one space. Recommended change would be no required parking, conditionally approved on a case by case basis where developers can demonstrate that other on-site parking replacement strategies can be enacted. These may include an off-site valet parking program, contributions to shared parking lots via a fee-in-lieu of



Planning Commission Interpretation
Launderette Parking Classification (ZON2010-02)

Issue:

The Zoning Code currently lists a number of use classifications and the corresponding parking requirement for the size or intensity of such uses. Launderettes are not specifically listed in the use classifications, and the Planning Commission is given the authority to determine the parking requirement for uses that are not specified.

Findings:

1. The Planning Commission supports the Comprehensive Plan's goals related to providing adequate parking.
2. Sections 17.12.020 and 17.42.090.Q of the Stevenson Municipal Code grant the Planning Commission the authority to designate the parking requirements for uses not currently listed, and such authority should rely on the Comprehensive Plan for guidance.
3. The following interpretation clarifies the Zoning Code's provisions related to launderettes and parking.

Interpretation:

For the purpose of SMC 17.42.090-Table of Minimum Standards—Off-Street Parking, launderettes shall be considered as a business providing on-site customer service and subject to the parking requirement in SMC 17.42.090.J.

For the Planning Commission:

Paul Spencer, Vice-Chair



Planning Commission Interpretation

Parking-Floor Area (ZON2010-03)

Issue:

The Zoning Code currently lists states that “other retail uses” shall accommodate off-street parking spaces at a ratio of one space per two hundred (200) of floor area, but unlike the requirements for other use categories, it does not state how floor area is to be determined.

Findings:

1. The Planning Commission supports the Comprehensive Plan’s goals related to providing adequate parking.
2. Section 17.12.020 of the Stevenson Municipal Code grants the Planning Commission the authority to interpret the Zoning Code, relying on the Comprehensive Plan for guidance.
3. The following interpretation clarifies the Zoning Code’s provisions related to laundrettes and parking.

Interpretation:

Section 17.42.090.O. shall be interpreted as requiring one space for each two hundred square feet of gross floor area.

For the Planning Commission:

Paul Spencer, Vice-Chair

Date



City of Stevenson

Planning Department

(509)427-5970

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

Planning Commission Interpretation

Parking Exterior Seating Areas (ZON2010-04)

Issue:

The Zoning Code currently lacks clarity regarding the parking requirements for exterior seating areas associated with SMC 17.42.090.M- “food and beverage places with sale and consumption on premises”. This issue is specifically address by the following three (3) questions.

- 1) Is the square footage for covered exterior seating areas included within the formula to measure parking requirements of “food and beverage places with sale and consumption on premises”?
- 2) Is the square footage for exterior seating areas supported by decks, roofs, or other buildings included within the formula to measure parking requirements of “food and beverage places with sale and consumption on premises”?
- 3) Is the square footage for exterior seating areas supported by patios, grassed areas, or other non-buildings included within the formula to measure parking requirements of “food and beverage places with sale and consumption on premises”?

Findings:

1. The Planning Commission supports the Comprehensive Plan’s goals related to providing adequate parking.
2. Section 17.12.020 of the Stevenson Municipal Code grants the Planning Commission the authority to interpret the Zoning Code, relying on the Comprehensive Plan for guidance.
3. The following interpretation clarifies the Zoning Code’s provisions related exterior seating areas.
4. This interpretation does not affect any building existing before September 15th, 1994 nor any building permitted by the City since that date.

Interpretation:

Section 17.42.090.M. shall be interpreted as follows:

- 1) Parking is required for any covered exterior seating area at “food and beverage places with sale and consumption on premises”.
- 2) Parking is required for any exterior seating area supported by a deck, roof, or other building at “food and beverage places with sale and consumption on premise”.
- 3) Parking is not required for any exterior seating area supported by a patio, grassed area, or other non-building at “food and beverage places with sale and consumption on premises”.

For the Planning Commission:

Karen Ashley, Chair

Date



City of Stevenson

Planning Department

(509)427-5970

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

Planning Commission Interpretation

Charter Tour Service Parking Classification (ZON2014-02)

Issue:

The Zoning Code currently lists a number of use classifications and the corresponding parking requirement for the size or intensity of such uses. Charter Tour Services are not specifically listed in the use classifications, and the Planning Commission is given the authority to determine the parking requirement for uses that are not specified.

Findings:

1. Sections 17.12.020 and 17.42.090.Q of the Stevenson Municipal Code grant the Planning Commission the authority to designate the parking requirements for uses not currently listed, and such authority should rely on the Comprehensive Plan for guidance.
2. The Planning Commission supports the Comprehensive Plan's objectives related to visitor-oriented businesses and efficient operation of transportation and parking systems.
3. The following interpretation clarifies the Zoning Code's provisions related to charter tour services and parking.

Interpretation:

For the purpose of SMC 17.42.090-Table of Minimum Standards—Off-Street Parking, “charter tour services” shall provide:

- 3 parking spaces for each 1- to 6 passenger vehicle;
- 4 parking spaces for each 7- to 12-passenger vehicle;
- 7 parking spaces for each 13- to 25-passenger vehicle;
- 9 parking spaces for each 26- to 40-passenger vehicle; and
- 15 parking spaces for each vehicle with 41 or more passengers.

For the Planning Commission:

Scott Anderson, Chair

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 18, 2021 (“Effective Date”) between
The City of Stevenson (“Owner”) and
Wallis Engineering (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Wastewater Collection System Upgrades ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Bidding and Construction phase services for the Rock Creek pump station, force main and the Cascade Interceptor,
and Design, Bidding and Construction phase services for the Fairgrounds, Cascade and Kanaka pump stations.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal

securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written

verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner

and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are

involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement

shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract

Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit-Removed.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier and Appendix II to 2 CFR 200. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency, and will comply with Appendix II to 2 CFR 200. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stevenson

Engineer: Wallis Engineering

By: _____

By: _____

Print name: Scott Anderson

Print name: Jane Vail

Title: Mayor

Title: Principal Engineer

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

PO Box 371

Stevenson, WA 98648

Address for Engineer's receipt of notices:

215 W. 4th St., Ste 200

Vancouver, WA 98660

Designated Representative (Paragraph 8.03.A):

Leana Kinley

Title: City Administrator

Phone Number: 509-427-5970

E-Mail Address: leana@ci.stevenson.wa.us

Designated Representative (Paragraph 8.03.A):

Jane Vail

Title: Principal Engineer

Phone Number: 360-852-9158

E-Mail Address: jane.vail@walliseng.net

This is **EXHIBIT A**, consisting of 34 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

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Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.

- b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
2. Identify potential solution(s) to meet Owner’s Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner’s facilities. The subject matter of this paragraph

shall be referred to in Exhibit A and B as “Project Strategies, Technologies, and Techniques.”

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner’s instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables as outlined in Exhibit A-1.

Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency

15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. **Revise the Report and any other Study and Report Phase deliverables in response to Owner’s and Agency’s comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [fill in with # of days] days of receipt of Owner’s and Agency’s comments.**
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer’s compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer’s services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables as outlined in Exhibit A-1.
10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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[] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables as outlined in Exhibit A-1.

The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or

other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is []. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

- a. The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 - b. Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner’s schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables as outlined in Exhibit A-1.

Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.

10. Provide copies of Manufacturers’ Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers’ Certifications are to be included in the Bidding Documents and must be kept in the Engineer’s project file and on-site during construction.
 11. Provide copies of Manufacturers’ Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers’ Certifications must be kept in the Engineer’s project file and on-site during construction.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the

Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. Review Change Proposals to ensure compliance with AIS.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables as outlined in Exhibit A-1.
- a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- a. Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors’ and Manufacturers’ Certifications to the Owner and a copy of Contractor’s Certification to the Agency
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables as outlined in Exhibit A-1.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. DELETED.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

PROJECT DESCRIPTION

The City of Stevenson's 2017 General Sewer Plan and Wastewater Facilities Plan Update (GSP/FP) identified wastewater system improvements to reduce I&I, correct capacity issues, and improve reliability and resilience of the wastewater systems.

In fall of 2020, the City was awarded a grant from the United States' Economic Development Administration, with funding also provided by a Rural Development (RD) loan from the United States Department of Agriculture (USDA). This funding will reimburse the City for the cost of design and construction of the higher-priority improvement projects identified in the City's GSP/FP, including the Rock Creek Pump Station, Cascade Interceptor, Fairgrounds Pump Station, Cascade Pump Station, Kanaka Pump Station, flood protection at the wastewater treatment plant (WWTP), and replacement of the supervisory control and data acquisition (SCADA) system and a standby generator at the WWTP.

Preliminary design of the collection system projects was completed by Tetrattech in a Preliminary Engineering Report (PER). Wallis Engineering completed final design of the Rock Creek Pump Station and Cascade Interceptor improvements identified in the GSP/FP as part of a previous agreement with the City. Final design for the other three pump station projects has yet to be completed.

It should be noted that the City has applied to the Washington State Department of Ecology (DOE) for funding for construction of the Phase I Wastewater Treatment Plant Improvements project. DOE published their Draft funding offer list and included this project on the offer list for the amount the City requested. Final design for this project is largely complete, and construction is scheduled to start in January 2022.

The City of Stevenson requested Wallis Engineering to assist with project management, design engineering, and construction phase services for the collection system projects funded by the EDA grant and USDA loan.

GENERAL SCOPE OF WORK

The primary goals of this scope are for the project team to assist the City with completing design and construction phase services for the collection system projects funded by the EDA and USDA. Specifically, these goals include:

- Bidding and Construction Phase Services for Rock Creek Pump Station and Cascade Interceptor. Using the previously-completed contract documents for these two projects we will assist the City to solicit and review public bids for construction of this project. Our team will also provide cultural resources construction monitoring as needed. After award, we will manage construction and provide field inspection for the duration of construction, and we will prepare as-built drawings.
- Final Design of Fairgrounds Pump Station, Cascade Pump Station, and Kanaka Pump Station Improvements. We will design improvements to each pump station to ensure capacity for existing and future conditions based on the parameters described in the previously-completed PER. Services will include survey and civil, electrical, and geotechnical engineering. This effort will culminate in two sets of contract documents: one for construction of improvements to the Cascade and Kanaka Pump Stations, and another for construction of improvements to the Fairgrounds Pump Station.
- Bidding and Construction Phase Services for Fairgrounds Pump Station, Cascade Pump Station, and Kanaka Pump Station. We will assist the City with advertising and reviewing public bids for each project. After the City awards each project, we will manage construction and provide field inspection for the duration of construction, and we will prepare as-built drawings after construction is complete. Our team will also provide cultural resources construction monitoring as needed.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

| Consultant | Responsibilities |
|------------------------------------------------|-----------------------------------------------------------|
| Wallis Engineering (Wallis) | Project Management and Civil Engineering |
| Klein & Associates (Klein) | Surveying |
| Geotechnical Resources Inc. (GRI) | Geotechnical Engineering |
| Industrial Systems (IS) | Electrical and Control Systems Engineering |
| Archaeological Investigations Northwest (AINW) | Archaeological Services and Cultural Resources Monitoring |

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Wallis Engineering (Wallis) will provide full project management, administration, and coordination between all team members, City staff, funding agencies, regulatory authorities, and key stakeholders.

Task 1.1 Project Management and Coordination

Wallis will provide comprehensive project management of this Project, including coordination of all team members, City staff, stakeholders, regulatory authorities, and funding agencies. Wallis Engineering will schedule and coordinate work with the City's Project Manager, and communicate work status on a regular basis and project issues as concerns arise. We will also provide quality assurance to ensure that all deliverables have been peer reviewed prior to submittal to the City.

Wallis will prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings will be subject to City review and approval.

We will prepare a detailed MS Project schedule that includes each task and subtask and key project milestones, and will update the schedule as changes to task timeframes occur.

Task 1.2 Public Engagement

Wallis will work with stakeholders, property owners, and the public to ensure concerns are adequately addressed and adverse impacts are minimized. The following summarizes the anticipated public involvement efforts through the final design effort:

Council Updates

Wallis will attend up to one (1) council meeting to update council and the public on the project.

Stakeholder Meetings

Wallis will attend up to four (4) stakeholder meetings – two to obtain input on relevant design and construction issues, and two to coordinate during construction. Stakeholder meetings are assumed to be held with the Port of Skamania County for the Kanaka and Cascade Pump Station projects, and with Skamania County for the Rock Creek and Fairgrounds Pump Station projects.

Public Involvement Contingency

On a contingency, as-needed basis, Wallis will assist the City with additional meetings and production of public involvement materials. This work could include assistance with website updates, inserts for sewer bills including updates on the project, press releases, and other public engagement needs.

Task 1.3 Workshops and Meetings

Wallis will organize and conduct project workshops and meetings at key points in the project schedule. To begin the project, we will conduct a virtual kick-off meeting with key City staff, funding agency, and key team members. The objective of the kickoff meeting will be to introduce this phase of the project, identify and confirm contacts and roles, discuss broad goals and schedule objectives, and resolve decision points.

In addition to the kickoff meeting, we anticipate a total of three (3) design workshops and review meetings at key review points, including:

- One (1) workshop to discuss Pump Station design after completion of the 50% Plans.
- Two (2) review meetings to discuss the 90% submittals for collection system contract documents.

For all meetings, we will provide a meeting agenda and summary.

Task 1 Assumptions:

- Project management is anticipated to span a 24-month period (January 2021 – December 2022), for the duration of design, construction management, and inspection.
- All meetings with City staff will be held at City of Stevenson or other venue of staff choice.
- Wallis will hold monthly project coordination video meetings or conference calls with the City.
- City will lead public engagement efforts, with Wallis assisting as needed.

Task 1 Deliverables:

- Project scope and fee.
- Meeting agendas and minutes for kickoff meeting.
- Meeting agendas and minutes for up to three (3) design meetings/workshops.
- Up to two (2) meetings with stakeholders.
- Up to one (1) meeting with City Council.
- MS Project Schedule and updates, as needed.
- Monthly progress billings on a time and materials basis per task with status reports.

TASK 2 SURVEY AND MAPPING

Objective: Survey existing sites and facilities to provide a comprehensive base map for design.

Task 2.1 Fairgrounds Pump Station Survey and Base Mapping

Klein will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the Fairgrounds Pump Station.

Klein will prepare a complete base map for use in preparing the improvement plans. Wallis will review the base map and coordinate with Klein for additional survey needs as required.

Task 2.2 Fairgrounds Pump Station Easement Exhibit

There appears to be an easement over the existing Fairgrounds Pump Station site, but it is not large enough to accommodate improvements. Following final design of the Fairgrounds Pump Station and a determination of the space required, Klein will prepare a legal exhibit for obtaining a new easement over the site.

Task 2.3 Cascade Pump Station Survey and Base Mapping

Klein will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the Cascade Pump Station.

Klein will prepare a complete base map for use in preparing the improvement plans. Wallis will review the base map and coordinate with Klein for additional survey needs as required.

Task 2.4 Kanaka Pump Station Survey and Base Mapping

Klein will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the Kanaka Pump Station.

Klein will prepare a complete base map for use in preparing the improvement plans. Wallis will review the base map and coordinate with Klein for additional survey needs as required.

Task 2 Assumptions:

- City will provide all available as-built drawings of utilities within the project extents.
- Utility locates will be accomplished via One-Call. Utility as-builts will be compiled, compared and resolved with locates.
- Base maps will include the following features:
 - Existing improvements.
 - Contours at 1-foot elevations with active surface in Civil 3D 2018+.
 - Utilities with inverts for sanitary sewer and storm structures.
 - All lot and right-of-way corners, including research of existing monuments.
 - Right-of-way and centerline locations.
 - Boundary lines of private property adjacent to sites.
 - Location of environmental areas (OHWM, wetland and buffer, etc.)
- City will file the Fairgrounds Pump Station easement documentation.

Task 2 Deliverables:

- Base map in AutoCAD Civil 3D and PDF format for Fairgrounds, Cascade, and Kanaka Pump Stations
- Legal exhibit for Fairgrounds Pump Station easement

TASK 3 GEOTECHNICAL INVESTIGATIONS AND RECOMMENDATIONS

Objective: To provide geotechnical recommendations for the design of the collection system improvements. Geotechnical Resources Inc. (GRI) will lead the efforts of this task.

Task 3.1 Geotechnical Investigations

Rotosonic Soil Borings

A total of three soil borings are planned for this project:

- One boring near the location of the proposed wetwell at Fairgrounds Pump Station
- One boring near the location of the proposed wetwell at Cascade Pump Station
- One boring near the location of the proposed wetwell at Kanaka Pump Station

Each boring will be advanced to a maximum depth of 30 ft, or to a maximum of 10 ft into rock. Borings will be completed using a track-mounted Rotosonic drill rig equipped with 6-in. diameter casing. Photographs of the core samples will be collected at the time of the field explorations. Disturbed split-spoon samples will also be obtained from the borings at 5-ft depth intervals. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The drilling and sampling will be accomplished under the direction of experienced geotechnical engineering staff from GRI who will maintain a detailed log of the materials and conditions uncovered during the course of the work. After the completion of drilling and sampling, the boreholes not completed as a piezometer will be decommissioned in accordance with all Washington State regulations.

A request to the Utility Notification Center will be made at least 48 hours prior to the start of the field exploration program. A private utility locator will also be retained to further evaluate the presence of underground utilities at each of the boring locations.

Vibrating Wire Piezometers and Measurements

Vibrating-wire piezometers will be installed in two of the borings planned for this study: one at the Fairgrounds Pump Station boring, and a second at the Cascade Pump Station. GRI personnel will record groundwater depth at each piezometer following curing of the grout.

Geotechnical Laboratory Testing

Laboratory tests will include standard classification tests, such as natural water content, Atterberg limit determinations, and grain size testing. If coreable rock is encountered, up to four samples of the rock will be submitted to an outside laboratory for determination of the unconfined compressive strength.

Geotechnical Engineering Analysis

Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) wet-weather construction considerations, and import fill criteria; (2) excavation conditions and considerations, including temporary shoring and construction dewatering; and (3) design criteria for the Fairgrounds Pump Station, Cascade Pump Station, and Kanaka Pump Station including allowable bearing pressures, settlement estimates, lateral earth pressures, buoyant uplift forces.

Geotechnical Engineering Reporting

A report will be prepared that discusses the work accomplished and presents geotechnical recommendations for improvements to the pump station sites. The draft report will be submitted to the City in electronic format for review and comment, and finalized after piezometer readings are completed.

Task 3 Assumptions:

- Invert of the wetwells at Fairgrounds Pump Station, Cascade Pump Station, and Kanaka Pump Station will be located within 20-ft of existing site grades.
- City will arrange for site access and field work can be completed without time delays associated with property access approvals.
- If access to subsurface explorations is delayed due to lack of property access approvals or other property access issues, we will put the drilling subcontractor and our field staff on standby and contact you for further guidance.
- Petroleum products or other potentially hazardous materials will not be encountered during subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during subsurface exploration, drilling will stop immediately, the drilling subcontractor and GRI field staff will be put on standby. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis.

Task 3 Deliverables:

- Draft and Final Geotechnical Report.

TASK 4 COLLECTION SYSTEM IMPROVEMENTS DESIGN

Objective: To produce contract documents for construction of the Fairgrounds Pump Station, Cascade Pump Station, and Kanaka Pump Station. For design efficiency and construction cost savings, two sets of contract documents will be provided. One for the Cascade Pump Station and Kanaka Pump Station, and one for the Fairgrounds Pump Station project.

4.1 50% Collection System Improvements Design and Workshop

Wallis will conduct a design workshop with the City to discuss and select design options such as site layout, equipment selection (pumps, level control, SCADA), equipment shelters, and access. Following the design workshop, a 50% set of plans and opinion of cost will be completed and sent to the City for review.

Civil and Site Design

Wallis will complete civil and site design, including the following:

- Develop site layout options, to be discussed and finalized during the design workshop with the City and coordinated with Skamania County and Port of Skamania County.
- Establish site surfacing and grading.
- Sizing of wetwell, valve vault, and other structures for all project sites.

Mechanical Design

Wallis will complete mechanical design, including the following:

- Develop options for equipment items and materials (pumps, valves, piping, coatings), to be discussed and selected during the design workshop with the City.
- Prepare system head curves and hydraulic grade line calculations.
- Establish wetwell liquid levels.
- Size major equipment items, including pumps.
- Coordinate equipment selection and design with electrical and controls discipline.

Electrical and Controls Design

Industrial Systems will complete electrical and control system design, including the following:

- Develop options for major electrical and control system components (level sensors, level controllers, pump starters, communications equipment), to be discussed and selected during the design workshop with the City.
- Coordinate with Skamania County Public Utility District (PUD) for review of load calculations and one-line diagrams, including up to one site visit per pump station.
- Sizing of electrical equipment and generators
- Design of control panels, motor control centers, disconnect panels, and other electrical and control equipment.
- Site lighting, power, and instrumentation signal design.
- Design of SCADA communications from Pump Stations to City's central monitoring site.

4.2 90% Collection System Improvements Design

Based on the 50% design review comments, Wallis and IS will refine the design and submit a 90% set of plans, specifications, and opinion of cost for each of the two projects to the City for review. Following their review, a 90% design review meeting will be held at the City.

4.3 100% Collection System Improvements Design

Based on the 90% review comments, Wallis will refine the design and submit a 100% set of plans, specifications, and opinion of cost for each of the two projects to the City for use in bidding.

Task 4 Assumptions:

- Final design will be completed prior to bidding these projects in March of 2022
- Design will be based on the preliminary design established in the City's GSP/FP Update and the Preliminary Engineering Report for Collection System Improvements.
- No landscape architectural services will be required.
- Technical specifications will be in the Construction Specification Institute (CSI) format.
- Full-size, stamped, reproducible contract documents will be provided with the 100% submittal.
- Plan sheets prepared for each submittal will include the following:

Task 4 Deliverables:

- Design workshop agenda and meeting minutes.
- 50% plans and opinion of cost for Cascade and Kanaka Pump Stations.
- 50% plans and opinion of cost for Fairgrounds Pump Station.
- 90% and 100% plans, specifications, and opinion of cost for Cascade and Kanaka Pump Stations.
- 90% and 100% plans, specifications, and opinion of cost for Fairgrounds Pump Station.
- Five (5) executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications per RUS bulletin requirements.

Anticipated Sheet Set for Cascade and Kanaka Pump Stations Project

| | 50% | 90% | 100% | |
|------------------------------------------|------------|------------|-------------|--------|
| Cover | 1 | 1 | 1 | Wallis |
| General Notes & Legend | 1 | 1 | 1 | Wallis |
| Erosion Control Notes & Details | - | 1 | 1 | Wallis |
| Demolition & Erosion Control Plan | - | 2 | 2 | Wallis |
| Pump Station Civil Site Plans | 2 | 2 | 2 | Wallis |
| Pump Station Utility & Piping Plans | 2 | 2 | 2 | Wallis |
| Pump Station Grading & Drainage Plans | - | 2 | 2 | Wallis |
| Pump Station Mechanical Plans & Sections | 4 | 4 | 4 | Wallis |
| Electrical One Line Diagram & Site Plans | 2 | 2 | 2 | IS |
| Electrical Area Plan & Circuit Schedule | - | 2 | 2 | IS |
| Wetwell & Valve Vault Electrical Plans | - | 2 | 2 | IS |
| Control Panel Enclosure | - | 2 | 2 | IS |
| Control Panel Interior Layout | - | 2 | 2 | IS |
| Control Panel Wiring Diagram | - | 2 | 2 | IS |
| Control Panel Wiring & I/O Diagrams | - | 2 | 2 | IS |
| Pump Disconnect Panel Wiring & Layout | - | 2 | 2 | IS |
| Mechanical Details | 1 | 2 | 2 | Wallis |
| Civil Details | 1 | 1 | 1 | Wallis |
| Total Sheets | 14 | 34 | 34 | |

Anticipated Sheet Set for Fairgrounds Pump Station Project

| | 50% | 90% | 100% | |
|-----------------------------------------|------------|------------|-------------|--------|
| Cover | 1 | 1 | 1 | Wallis |
| General Notes & Legend | 1 | 1 | 1 | Wallis |
| Erosion Control Notes & Details | - | 1 | 1 | Wallis |
| Demolition & Erosion Control Plan | - | 1 | 1 | Wallis |
| Pump Station Civil Site Plan | 1 | 1 | 1 | Wallis |
| Pump Station Utility & Piping Plan | 1 | 1 | 1 | Wallis |
| Pump Station Grading & Drainage Plan | - | 1 | 1 | Wallis |
| Pump Station Mechanical Plan & Sections | 2 | 2 | 2 | Wallis |
| Electrical One Line Diagram & Site Plan | 1 | 1 | 1 | IS |
| Electrical Area Plan & Circuit Schedule | - | 1 | 1 | IS |
| Wetwell & Valve Vault Electrical Plans | - | 1 | 1 | IS |
| Control Panel Enclosure | - | 1 | 1 | IS |
| Control Panel Interior Layout | - | 1 | 1 | IS |
| Control Panel Wiring Diagram | - | 1 | 1 | IS |
| Control Panel Wiring & I/O Diagrams | - | 1 | 1 | IS |
| Pump Disconnect Panel Wiring & Layout | - | 1 | 1 | IS |
| Mechanical Details | 1 | 2 | 2 | Wallis |
| Civil Details | 1 | 1 | 1 | Wallis |
| Total Sheets | 9 | 20 | 20 | |

TASK 5 BIDDING PHASE SERVICE

Objective: Assist the City in advertising and obtaining bids for each project.

5.1 Bidding Phase Services – Rock Creek Pump Station and Cascade Interceptor

Support services will include coordinating with the City to prepare an electronic Invitation to Bid, manage a web-based bidding platform for the project, provide assistance to bidder inquiries, issue addenda as required, and attendance at the bid opening. Wallis Engineering will review the bids; prepare bid tabulation, coordinate with EDA, and prepare a Recommendation of Award.

5.2 Bidding Phase Services – Cascade Pump Station and Kanaka Pump Station

Support services include coordinating with the City to prepare an electronic Invitation to Bid, manage a web-based bidding platform for the project, provide assistance to bidder inquiries, issue addenda as required, and attendance at the bid opening. Wallis Engineering will review the bids; prepare bid tabulation, coordinate with EDA, and prepare a Recommendation of Award.

5.3 Bidding Phase Services – Fairgrounds Pump Station

Support services include coordinating with the City to prepare an electronic Invitation to Bid, manage a web-based bidding platform for the project, provide assistance to bidder inquiries, issue addenda as required, and attendance at the bid opening. Wallis Engineering will review the bids; prepare bid tabulation, coordinate with EDA, and prepare a Recommendation of Award.

Task 5 Assumptions:

- Bid phase services will be provided for three (3) sets of contract documents.
- Contractor plan distribution will be administered through the QUESTCDN online plan center.
- All addenda will be issued through the online plan center.
- City will host the bid opening.
- Wallis Engineering will attend the bid opening.
- Rock Creek Pump Station and Cascade Interceptor will bid in spring of 2021.
- Cascade Pump Station and Kanaka Pump Station will bid in spring of 2022.
- Fairgrounds Pump Station will bid in spring of 2022.

Task 5 Deliverables:

- Rock Creek Pump Station and Cascade Interceptor:
 - Addenda as needed.
 - Bid Tabulation.
 - Recommendation of Award.
- Cascade Pump Station and Kanaka Pump Station:
 - Addenda as needed.
 - Bid Tabulation.
 - Recommendation of Award.
- Fairgrounds Pump Station:
 - Addenda as needed.
 - Bid Tabulation.
 - Recommendation of Award.

TASK 6 CONSTRUCTION PHASE SUPPORT

Provide construction administration, engineering, and inspection services to the City during construction of each of the three projects.

6.1 Construction Management, Construction Engineering, and Field Inspection – Rock Creek Pump Station and Cascade Interceptor

Wallis will provide construction management, engineering, and quality control field inspection services to the City. This scope of work is based on a 90 working day construction period. The project engineer will make additional field visits onsite for inspection and construction engineering, along with office time as specified. Wallis will provide construction administration services assuming half-time for an individual for the duration of the contract.

Construction Management and Engineering – Rock Creek PS and Cascade Interceptor

Wallis will provide the following construction management and engineering services:

- Conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), EDA and USDA representatives, and representatives of the utility companies to effectively communicate the requirements associated with the federal aid funding and those areas of the project which will require special attention during construction.
- Serve as the primary point of contact with the Contractor.

- Log and review all incoming submittals and return to the Contractor following comment. Prepare and manage submittal log.
- Coordinate and manage construction documentation needs with the Contractor to meet EDA and USDA requirements.
- Attend weekly construction meetings with City Staff, Contractor, and other parties as appropriate.
- Review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with Contractor (and EDA and USDA as needed). Complete a final pay estimate at project completion.
- Coordinate traffic control changes with the Contractor as needed to establish a safe and efficient work zone.
- Coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.
- Ensure construction compliance with prevailing wage and EEO requirements.
- Review, negotiate, initiate and process contract change orders. Coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with EDA and USDA requirements.
- This scope assumes that construction management and engineering will require 20 hours of work per week during construction.
- Industrial Systems will provide the following systems integration services:
 - Programmable logic controller (PLC) and operator interface terminal (OIT) programming.
 - Programming of remote terminal unit (RTU) communications to WWTP.

Construction Quality Control – Rock Creek PS and Cascade Interceptor

In order to provide quality control, field inspection will be provided for the duration of construction.

Anticipated services include:

- This scope of work is based on a 90 working day construction period. This scope of work assumes that Wallis will provide all inspection services for the project. One inspector is assumed to provide on-call inspection services throughout the contract. This scope of work assumes that full time inspection will be provided.
- Provide Inspector’s Daily Reports (IDRs) for each site visit.
- Take in-progress digital construction photographs during the project.
- Provide materials quantity and quality tracking as approved materials are installed.
- Provide a final walk through with the Contractor and City staff at the project completion. Provide written punch-list to the Contractor.
- Provide a walk-thru review to confirm completion of the punch-list items.
- Provide a walk-thru of the project to identify warranty work.

6.2 Construction Management Support, Construction Engineering, and Field Inspection – Cascade Pump Station and Kanaka Pump Station

Wallis will provide construction management, engineering, and quality control field inspection services to the City. This scope of work is based on a 100 working day construction period. The project engineer will have additional field visits onsite for inspection and construction engineering along with office time as specified. Wallis will provide construction administration services assuming half-time for an individual for the duration of the contract.

Construction Management and Engineering – Cascade PS and Kanaka PS

Wallis will provide the following construction management and engineering services:

- Conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), EDA and USDA representatives, and representatives of the utility companies to effectively communicate the requirements associated with the federal aid funding and those areas of the project which will require special attention during construction.
- Serve as the primary point of contact with the Contractor.
- Log and review all incoming submittals and return to the Contractor following comment. Prepare and manage submittal log.
- Coordinate and manage construction documentation needs with the Contractor to meet EDA and USDA requirements.
- Attend weekly construction meetings with City Staff, Contractor, and other parties as appropriate.
- Review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with Contractor (and EDA and USDA as needed). Complete a final pay estimate at project completion.
- Coordinate traffic control changes with the Contractor as needed to establish a safe and efficient work zone.
- Coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.
- Ensure construction compliance with prevailing wage and EEO requirements.
- Review, negotiate, initiate, and process contract change orders. Coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with EDA and USDA requirements.
- Industrial Systems will provide the following:
 - PLC and OIT programming.
 - Programming of RTU communications to WWTP.

Construction Quality Control – Cascade PS and Kanaka PS

In order to provide quality control, field inspection will be provided for the duration of construction.

Anticipated services include:

- This scope of work is based on a 100 working day construction period. This scope of work assumes that Wallis will provide all inspection services for the project. One inspector is assumed to provide on call inspection services throughout the contract. This scope of work assumes that full time inspection will be provided.
- Provide Inspector's Daily Reports (IDRs) for each site visit.
- Take in-progress digital construction photographs during the project.
- Provide materials quantity and quality tracking as approved materials are installed.
- Provide a final walk through with the Contractor and City staff at the project completion. Provide written punch-list to the Contractor.
- Provide a walk-thru review to confirm completion of the punch-list items.

6.3 Construction Management Support, Construction Engineering, and Field Inspection – Fairgrounds Pump Station

Wallis will provide construction management, engineering, and quality control field inspection services to the City. This scope of work is based on a 60 working day construction period. The project engineer will have additional field visits onsite for inspection and construction engineering along with office time as specified.

Wallis will provide construction administration services assuming half-time for an individual for the duration of the contract.

Construction Management and Engineering – Fairgrounds PS

Wallis will provide the following construction management and engineering services:

- Conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), EDA and USDA representatives, and representatives of the utility companies to effectively communicate the requirements associated with the federal aid funding and those areas of the project which will require special attention during construction.
- Serve as the primary point of contact with the Contractor.
- Log and review all incoming submittals and return to the Contractor following comment. Prepare and manage submittal log.
- Coordinate and manage construction documentation needs with the Contractor to meet EDA and USDA requirements.
- Attend weekly construction meetings with City Staff, Contractor, and other parties as appropriate.
- Review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with Contractor (and EDA and USDA as needed). Complete a final pay estimate at project completion.
- Coordinate traffic control changes with the Contractor as needed to establish a safe and efficient work zone.
- Coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.
- Ensure construction compliance with prevailing wage and EEO requirements.
- Review, negotiate, initiate, and process contract change orders. Coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with EDA and USDA requirements.
- Industrial Systems will provide the following:
 - PLC and OIT programming.
 - Programming of RTU communications to WWTP.

Construction Quality Control – Fairgrounds PS

In order to provide quality control, field inspection will be provided for the duration of construction.

Anticipated services include:

- This scope of work is based on a 60 working day construction period. This scope of work assumes that Wallis will provide all inspection services for the project. One inspector is assumed to provide on call inspection services throughout the contract. This scope of work assumes that full time inspection will be provided.
- Provide Inspector's Daily Reports (IDRs) for each site visit.
- Take in-progress digital construction photographs during the project.
- Provide materials quantity and quality tracking as approved materials are installed.
- Provide a final walk through with the Contractor and City staff at the project completion. Provide written punch-list to the Contractor.
- Provide a walk-thru review to confirm completion of the punch-list items.

6.4 Archaeological Construction Monitoring Plan

In order to meet the City's agreement with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), AINW will prepare a monitoring and inadvertent discovery plan (MIDP). They will coordinate with the City and project team to identify where intact soils may be encountered during construction, which would need to be monitored per the agreement between the City and CTUIR. After CTUIR and the City review the plan, it would be distributed to other Tribes and DAHP, then finalized.

6.5 Archaeological Construction Monitoring

AINW will provide construction monitoring as required by the MIDP, and as made necessary should artifacts be encountered. The initial assumption is that a maximum of four field days of 8-hour days onsite would be necessary. Monitoring time includes photo documentation, preparation of field notes, travel time, coordination, scheduling, and periodic updates to the City and Tribes. Once field monitoring is complete, AINW will prepare a summary report of monitoring. The report will present a discussion on field activities and findings, and will include a map of the areas monitored, as well as supporting photos.

6.6 Preparation of Record Drawings

Wallis will prepare record drawings for each of the three projects based on Wallis, City, and Contractor supplied redlined plans upon completion of construction.

Task 6 Deliverables:

- Submittal log and submittal review comments for each project.
- Requests for Information.
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite.
- Construction photographs.
- Construction pay estimates.
- Change order documentation.
- Monitoring and Inadvertent Discovery Plan (MIDP).
- Construction monitoring summary report, updates and email notices.
- Record drawings in electronic format, and one full-size hard copy for each project.

Task 6 Assumptions:

- Rock Creek Pump Station and Cascade Interceptor will be constructed in Spring/Summer of 2021
- Cascade Pump Station and Kanaka Pump Station will be constructed in Spring/Summer of 2022
- Fairgrounds Pump Station will be constructed in Spring/Summer of 2022
- Industrial Systems will make a total of four (4) site visits for site inspection of electrical and controls systems, one for each pump station.
- Documentation will meet the EDA Standard Terms and Conditions for Construction Projects.
- No environmental monitoring is required.
- There will be no cultural resource discoveries; should discoveries occur, additional monitoring and reporting time will be required and a supplemental agreement will be required.
- Construction surveying, material and density testing will be completed by an independent testing firm hired by the Contractor
- City will not be providing any inspection services; if the City has time to inspect, our hours will be reduced accordingly.

| | | AE | SrE | PE4 | PE2 | SE1 | T3 | A6 | A4 | Wallis Labor | Expenses | | Subconsultants | | | | Total Cost |
|---------------|---------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------|--------------|--------------|------------|-----------|-----------|----------------------|---------------------|---------|---------------------|---------------------|----------------------|---------------------|----------------------|
| | | \$152.15 | \$207.00 | \$142.83 | \$132.48 | \$102.47 | \$115.92 | \$111.78 | \$94.19 | | | | AINW | GRI | IS | Klein | |
| Task 1 | Project Management and Administration | | | | | | | | | | | | | | | | |
| 1.1 | Project Management and Coordination | 48 | 0 | 0 | 100 | 0 | 0 | 32 | 16 | \$ 25,634.88 | \$ 50.00 | (M) | \$ - | \$ - | \$ - | \$ - | \$ 25,684.88 |
| 1.2 | Public Engagement | | | | 24 | | | | | \$ 3,179.52 | \$ 250.00 | (M) | | | | | \$ 3,429.52 |
| 1.3 | Workshops and Meetings | 16 | | 8 | 16 | | | | | \$ 5,696.64 | \$ 150.00 | (M) | | | | | \$ 5,846.64 |
| | TASK 1 SUBTOTAL | 64 | 0 | 8 | 140 | 0 | 0 | 32 | 16 | \$ 34,511.04 | \$ 450.00 | | \$ - | \$ - | \$ - | \$ - | \$ 34,961.04 |
| Task 2 | Survey and Mapping | | | | | | | | | | | | | | | | |
| 2.1 | Fairgrounds Pump Station Survey and Base Mapping | | | | 2 | | 8 | | | \$ 1,192.32 | | | | | | \$ 3,800 | \$ 4,992.32 |
| 2.2 | Fairgrounds Pump Station Easement Exhibit | | | | 1 | | | | | \$ 132.48 | | | | | | | \$ 132.48 |
| 2.3 | Cascade Pump Station Survey and Base Mapping | | | | 2 | | 8 | | | \$ 1,192.32 | | | | | | \$ 3,200 | \$ 4,392.32 |
| 2.4 | Kanaka Pump Station Survey and Base Mapping | | | | 2 | | 8 | | | \$ 1,192.32 | | | | | | \$ 3,200 | \$ 4,392.32 |
| | TASK 2 SUBTOTAL | 0 | 0 | 0 | 7 | 0 | 24 | 0 | 0 | \$ 3,709.44 | \$ - | | \$ - | \$ - | \$ - | \$ 10,200.00 | \$ 13,909.44 |
| Task 3 | Geotechnical Investigations and Recommendations | | | | | | | | | | | | | | | | |
| 3.1 | Geotechnical Investigations and Recommendations | | | | 2 | | | | | \$ 264.96 | | | | \$ 33,110 | | | \$ 33,374.96 |
| | TASK 3 SUBTOTAL | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | \$ 264.96 | \$ - | | \$ - | \$ 33,110.00 | \$ - | \$ - | \$ 33,374.96 |
| Task 4 | Collection System Improvements Design | | | | | | | | | | | | | | | | |
| 4.1 | 50% Collection System Improvements Design and Workshop | | 8 | 40 | 80 | 200 | 112 | | 2 | \$ 51,632.01 | | | | | | | \$ 51,632.01 |
| 4.2 | 90% Collection System Improvements Design | | 4 | 24 | 40 | 120 | 112 | | 6 | \$ 35,399.07 | | | | | | | \$ 35,399.07 |
| 4.3 | 100% Collection System Improvements Design | | 4 | 16 | 32 | 60 | 40 | | 6 | \$ 18,702.45 | | | | \$ 96,900 | | | \$ 115,602.45 |
| | TASK 4 SUBTOTAL | 0 | 16 | 80 | 152 | 380 | 264 | 0 | 14 | \$ 105,733.53 | \$ - | | \$ - | \$ - | \$ 96,900.00 | \$ - | \$ 202,633.53 |
| Task 5 | Bidding Phase Services | | | | | | | | | | | | | | | | |
| 5.1 | Bidding Phase Services - Rock Creek Pump Station and Cascade Interceptor | 4 | | | 8 | | | | 16 | \$ 3,175.38 | \$ 230.00 | (P) | | | | | \$ 3,405.38 |
| 5.2 | Bidding Phase Services - Cascade Pump Station and Kanaka Pump Station | 4 | | | 8 | | | | 16 | \$ 3,175.38 | \$ 230.00 | (P) | | | | | \$ 3,405.38 |
| 5.3 | Bidding Phase Services - Fairgrounds Pump Station | 4 | | | 8 | | | | 16 | \$ 3,175.38 | \$ 215.00 | (P) | | | | | \$ 3,390.38 |
| | TASK 5 SUBTOTAL | 12 | 0 | 0 | 24 | 0 | 0 | 0 | 48 | \$ 9,526.14 | \$ 675.00 | | \$ - | \$ - | \$ - | \$ - | \$ 10,201.14 |
| Task 6 | Construction Phase Services | | | | | | | | | | | | | | | | |
| 6.1 | Construction Management, Construction Engineering, and Field Inspection - Rock Creek Pump Station and Cascade Interceptor | 85 | 0 | 0 | 338 | 750 | 12 | 0 | 0 | \$ 135,950.36 | \$ 4,200.00 | (M)/(P) | \$ - | \$ - | \$ 9,700.00 | \$ - | \$ 149,850.36 |
| 6.2 | Construction Management, Construction Engineering, and Field Inspection - Cascade Pump Station and Kanaka Pump Station | 64 | 0 | 0 | 200 | 292 | 12 | 0 | 0 | \$ 67,544.10 | \$ 2,750.00 | (M)/(P) | \$ - | \$ - | \$ 19,400.00 | \$ - | \$ 89,694.10 |
| 6.3 | Construction Management, Construction Engineering, and Field Inspection - Fairgrounds Pump Station | 44 | 0 | 0 | 146 | 182 | 12 | 0 | 0 | \$ 46,076.13 | \$ 2,750.00 | (M)/(P) | \$ - | \$ - | \$ 9,700.00 | \$ - | \$ 58,526.13 |
| 6.4 | Archaeological Construction Monitoring Plan | | | | | | | | | \$ - | | | \$ 4,517.00 | | | | \$ 4,517.00 |
| 6.5 | Archaeological Construction Monitoring | | | | | | | | | \$ - | | | \$ 9,199.00 | | | | \$ 9,199.00 |
| 6.6 | Preparation of Record Drawings | 2 | | | 8 | | 16 | | | \$ 3,218.85 | | | | | | | \$ 3,218.85 |
| | TASK 6 SUBTOTAL | 195 | 0 | 0 | 692 | 1,224 | 52 | 0 | 0 | \$252,789.44 | \$ 9,700.00 | | \$ 13,716.00 | \$ - | \$ 38,800.00 | \$ - | \$ 315,005.44 |
| | Project Subtotal | 271 | 16 | 88 | 1,017 | 1,604 | 340 | 32 | 78 | \$ 406,534.55 | \$ 10,825.00 | | \$ 13,716.00 | \$ 33,110.00 | \$ 135,700.00 | \$ 10,200.00 | \$ 610,085.55 |

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

| FEE SUMMARY | |
|----------------------------------------------------------|----------------------|
| Wallis Labor | \$ 406,534.55 |
| Wallis Expenses | \$ 10,825.00 |
| <i>(M) = Mileage at current IRS Rate, (P) = Printing</i> | |
| Subconsultants | |
| AINW | \$ 13,716.00 |
| GRI | \$ 33,110.00 |
| IS | \$ 135,700.00 |
| Klein | \$ 10,200.00 |
| <i>NOTE: Fee includes 10% markup</i> | |
| TOTAL BUDGET | \$ 610,085.55 |

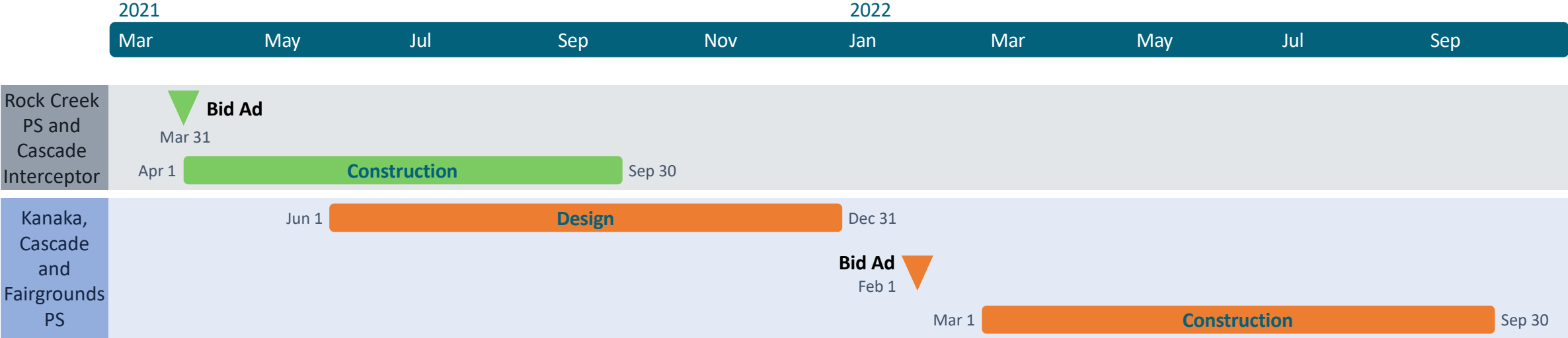
RATE SCHEDULE

Rate Schedule good through December, 31, 2022

| <u>Title</u> | <u>Range</u> | |
|----------------------------|--------------|----------|
| Associate Engineer | \$152.15 | \$152.15 |
| Senior Engineer | \$207.00 | \$207.00 |
| Engineering Manager I - VI | \$178.02 | \$203.90 |
| Project Engineer I - IX | \$123.17 | \$172.85 |
| Staff Engineer I - IV | \$102.47 | \$121.10 |
| Engineering Intern I - III | \$63.14 | \$70.38 |
| Designer | \$120.06 | \$144.90 |
| Landscape Architect | \$155.25 | \$155.25 |
| Construction Manager | \$134.55 | \$134.55 |
| Inspector | \$94.19 | \$110.75 |
| Technician I-IV | \$82.80 | \$122.13 |
| Administrative I – VI | \$49.68 | \$111.78 |

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

Project Timeline



This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary, through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 - K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 - L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 - M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - P. Place and pay for advertisement for Bids in appropriate publications.
 - Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
 - T. Perform or provide items as outlined in Exhibit A-1.
- B.2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug

Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Sign change orders (i.e. C-941 of EJDC) and partial payment estimates (i.e. C-620 of EJDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- D. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

Guidance Notes: Where the Owner provides their own engineering and/or construction services the Owner is responsible for all provisions included in this Bulletin.

This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be, and not to exceed, **\$610,085.55** based on the following estimated distribution of compensation:

| | |
|---------------------------------|---------------------|
| a. Study and Report Phase | \$ 0 |
| b. Preliminary Design Phase | \$ 0 |
| c. Final Design Phase | \$284,878.97 |
| d. Bidding or Negotiating Phase | \$10,201.14 |
| e. Construction Phase | \$315,005.44 |
| f. Post-Construction Phase | \$ 0 |

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 0%.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 0.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services

for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates
Method of Payment**

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$135,117.16 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 190-day construction schedule.
2. Rate(s) for RPR services are indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," as Inspector I and Inspector II.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 0%.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 0) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

- C. Other Provisions Concerning Payment Under this Paragraph C2.04:
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 0.
 2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. Estimated Compensation Amounts:
 - a) Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost at no cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: Wastewater Collection System Upgrades

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

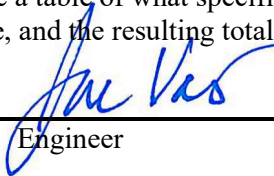
All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

| | |
|------------------------------|----------------------|
| Basic Services | \$ <u>474,968.39</u> |
| Resident Project Observation | \$ <u>135,117.16</u> |
| Additional Services | \$ _____ |
| TOTAL: | \$ <u>610,085.55</u> |

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

 _____ 2/18/2021
 Engineer Date

Jane Vail, Principal Engineer - Wallis Engineering, PLLC

 Name and Title

_____ 2/18/2021
 Owner Date

Scott Anderson, Mayor

 Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

_____ Date
 Agency Representative

 Name and Title

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| | |
|---------------------------|-----------------|
| 8"x11" Copies/Impressions | \$.11 /page |
| Copies of Drawings | \$.52 /sq. ft. |
| Mileage (auto) | \$.575/mile |
| Air Transportation | at cost |
| CAD Charge | \$ 0 /hour |
| Laboratory Testing | at cost |
| Health and Safety Level D | \$ 0 /day |
| Health and Safety Level C | \$ 0 /day |
| Meals and Lodging | at cost |

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

| | |
|--------------------------------|-----------------|
| Associate Engineer | \$147.00 |
| Senior Engineer | \$200.00 |
| Engineering Manager VI | \$197.00 |
| Engineering Manager V | \$192.00 |
| Engineering Manager IV | \$186.00 |
| Engineering Manager III | \$184.00 |
| Engineering Manager II | \$178.00 |
| Engineering Manager I | \$172.00 |
| Project Engineer IX | \$167.00 |
| Project Engineer VIII | \$161.00 |
| Project Engineer VII | \$155.00 |
| Project Engineer VI | \$150.00 |
| Project Engineer V | \$145.00 |
| Project Engineer IV | \$138.00 |
| Project Engineer III | \$133.00 |
| Project Engineer II | \$128.00 |
| Project Engineer I | \$119.00 |
| Staff Engineer IV | \$117.00 |
| Staff Engineer III | \$111.00 |
| Staff Engineer II | \$102.00 |
| Staff Engineer I | \$99.00 |
| Engineering Intern III | \$68.00 |
| Engineering Intern II | \$64.00 |
| Engineering Intern I | \$61.00 |
| Senior Designer | \$140.00 |
| Designer | \$116.00 |
| Landscape Architect | \$150.00 |
| Construction Manager | \$130.00 |
| Inspector II | \$107.00 |

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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| | |
|---------------------------|-----------------|
| Inspector I | \$91.00 |
| Technician IV | \$118.00 |
| Technician III | \$112.00 |
| Technician II | \$100.00 |
| Technician I | \$80.00 |
| Administrative VI | \$108.00 |
| Administrative V | \$98.00 |
| Administrative IV | \$91.00 |
| Administrative III | \$81.00 |
| Administrative II | \$63.00 |
| Administrative I | \$48.00 |

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- C. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- D. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Deleted
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

F. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$[]
- 2) Bodily injury by disease, each employee: \$[]
- 3) Bodily injury/disease, aggregate: \$[]

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$2,000,000

g. Other (specify): \$[]

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify): \$[]

B. Additional Insureds:

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. []

Engineer

b. []

Engineer's Consultant

c. []

Engineer's Consultant

d. []

[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **JAMS Mediation and Arbitration Services**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted bylaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].
-

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:
-

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners,

Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2/18/21.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

| | |
|----------------------------------|----------|
| Original agreement amount: | \$ _____ |
| Net change for prior amendments: | \$ _____ |
| This amendment amount: | \$ _____ |
| Adjusted Agreement amount: | \$ _____ |

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Stevenson, Washington
Term Sheet
USDA RD REVENUE BOND ANTICIPATION NOTE
January 15, 2021

Thank you for the opportunity to provide a Term Sheet in support of the City of Stevenson, Washington projects with the United States Department of Agriculture Rural Development (“RD”). Cashmere Valley Bank (the “Bank”) is pleased to propose the following terms of a note, subject to Bank credit approval:

- 1) **Borrower**: City of Stevenson, Washington (the “City”).
- 2) **Summary**: A Revenue Bond Anticipation Note, 2021 (“Note”) to finance the City’s Projects more fully described in the RD Letter of Conditions (“Letter of Conditions”). The credit facility would be available for three years. It is anticipated that the Note would be repaid from the proceeds of a revenue bond sold to RD.
- 3) **Amount**: Approximately \$873,000
- 4) **Form**: Fully registered, non-rated, bank qualified tax-exempt revenue bond anticipation note issued by the City and purchased by the Bank at private sale.
- 5) **Purpose**: To provide interim funding for the City to complete its wastewater infrastructure project.
- 6) **Note Terms**:
 - a) **Interest Rate**: The outstanding balance of the Note would bear interest at a fixed rate of interest equal to 1.40%. Interest would be calculated on a 30/360 basis.
 - b) **Term**: The maturity of the Note would not exceed three years. All principal would be due at maturity. Interest would be due semiannually on mutually agreeable dates. Interest due may be paid from proceeds of a Draw as approved by RD.
 - c) **Draws**: Draws could be made on any business day in an amount greater than or equal to \$25,000. A draw request must be accompanied by an approval of the draw amount from an authorized representative of RD. Draw proceeds would be wire transferred to the City. For same day funding, draw requests would need to be received and confirmed by 11 AM.
 - d) **Transferability**: The Bank would hold the Note with no intent to sell or transfer. The Note may be transferred only in whole to a qualified investor.
 - e) **Security**: The Note will be secured by a pledge to issue the Bond to RD and any other available funds of the City.
- 7) **Prepayment**: The Note could be prepaid at any time without penalty.

- 8) Fees: The Bank would charge a fee of \$750 for this credit facility payable as a discount to the first draw. We do not anticipate legal costs for the Bank. The City would be responsible for all other costs of issuance including bond counsel charges.
- 9) Additional Terms: The Note documents would be prepared by bond counsel to the City, would be in the standard forms customarily required by the Bank for municipal funding, and would include additional terms and conditions not discussed above. At the date of closing of the Note, the financial condition and credit of the City and all other features of this transaction would be as represented to the Bank without material adverse change including the terms and status of the RD loans and grants, if any, as supported by the documentation supplied by the City to the Bank as of the closing date. In the event of adverse material changes in the credit worthiness of the City, including litigation involving or claims filed against the City, any future offers or commitments would terminate upon notice by the Bank. RD must concur with this agreement for interim financing. The Bank will receive the Letter of Conditions prior to the City accepting the Bank's terms. The Bank will receive an "I" Letter (approval of the Bank offer to provide interim financing, which generally also indicates that RD has reviewed construction bids, and finds that the bids are within Project budget and from an acceptable contractor(s)) from RD. The Bank must receive a copy of the Operating Budget Form RD 442-7 or similar form as accepted by RD. Any future commitment would be non-assignable by the City. The City would designate the Note as a "qualified tax-exempt obligation" under section 265(b) (3) of the IRS Code for investment by financial institutions. The City would also be required to send the Bank an annual financial report for as long as the Note is outstanding.
- 10) Credit Approval: Upon notification to the Bank that the City wishes to accept the terms set forth herein, the Bank will complete its due diligence and credit approval which is estimated to take no more than two weeks. The Bank would need five years financial statements for the City. The Bank will need to satisfactorily review the letter of conditions, the final Letter of Conditions and Form RD 442-7 or similar form that supports the project.

We have successfully provided numerous USDA RD interim construction transactions in Washington and Oregon. We are very familiar with the USDA RD/RUS process, procedures, documents, and requirements.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAWS.

CITY OF STEVENSON, WASHINGTON

ORDINANCE NO. 2021-1171

AN ORDINANCE of the City of Stevenson, Washington, relating to the water and sewer system of the City; specifying, adopting, and ordering the carrying out of a system or plan of additions to and betterments and extensions of the water and sewer system of the City; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a limited tax general obligation bond anticipation note in the maximum principal amount of \$873,000 pending the issuance of a water and sewer revenue bond authorized herein; creating and adopting certain funds and accounts; specifying the terms and covenants of the note; providing for delivery thereof to Cashmere Valley Bank; and providing for other matters properly relating thereto.

THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. The words and phrases set forth in this ordinance with initial capitalization have the respective meanings given to such words and phrases in this Section unless the context clearly requires otherwise.

- (a) “Bank” means Cashmere Valley Bank and its successors.
- (b) “Bank Offer” means the Bank’s offer to extend a non-revolving line of credit to the City and to accept the Note under the terms and conditions provided in such offer as further set forth in this Ordinance.
- (c) “Bank Rate” means 1.40% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months.
- (d) “Bond” means the water and sewer revenue bond authorized to be issued by Section 4 of this ordinance in the principal amount of \$873,000.
- (e) “Bond Counsel” means the firm of Foster Garvey PC, its successor, or any other attorneys or firm of attorneys with a nationally recognized standing as bond counsel in the field of municipal finance selected by the Council.
- (f) “City” means the City of Stevenson, Washington.
- (g) “City Administrator” means the City Administrator of the City.
- (h) “Clerk” means the de facto or de jure Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and her successors in functions, if any.

(i) “Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(j) “Construction Account” means the capital project fund within the 400 Water/Sewer Fund established for the purpose of paying Costs of the Project.

(k) “Costs of the Project” means all or any costs designated by the Council as costs of the Project, which may include: (1) preliminary expenses advanced by the City from funds available for the use therefor, or advanced from any other source, with approval of the Council, or any combination thereof; (2) the costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries; (3) the acquisition costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; (4) the costs of acquiring, constructing, and installing improvements comprising the Project; (5) the costs of acquiring and installing equipment necessary for the operation and maintenance of the Project; (6) the costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys, clerical help, or other agents or employees; (7) the costs of contingencies; (8) the costs (including interest costs) of all interim financing for the Project, costs of issuance, fees and costs of Bond Counsel, costs of registration and authentication of the Note and the Bond, and costs, if any, of rating agencies and of bond insurance; and (9) all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council.

(l) “Council” means the City Council of the City.

(m) “Draw” has the meaning given such term in Section 5.

(n) “Gross Revenue” means all of the earnings and revenue received by the City from any source whatsoever relating to the operation of the System, except: general ad valorem taxes; charges in lieu of taxes; ULID Assessments; proceeds from the sale of City property; grants received by the City; principal proceeds of bonds and other obligations for borrowed money; earnings or proceeds from any investments in a trust, defeasance, or escrow fund created to defease or refund System obligations for borrowed money; and earnings on money held in a special account for the purpose of paying a rebate to the United States government under the Code.

(o) “Interest Payment Date” has the meaning given such term in Section 5.

(p) “Maturity Date” means the date specified as such in the Note that is not later than three years after the date of issuance of the Note.

(q) “Mayor” means the de facto or de jure Mayor of the City (including the Mayor pro tempore in the Mayor’s absence), or any presiding officer or titular head of the City and his successors in functions, if any.

(r) “Net Revenue” means the Gross Revenue less Operating and Maintenance Expenses.

(s) “Note” means the Limited Tax General Obligation Bond Anticipation Note, 2021 (Non-Revolving Line of Credit), of the City in the maximum principal amount of \$873,000 that is authorized to be issued by this Ordinance.

(t) “Note Register” means the books or records maintained by the Registrar on which are recorded the name and address of the Registered Owner.

(u) “Operating and Maintenance Expenses” means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order, and condition, including general maintenance and administrative costs of the City allocated to the System, but shall not include depreciation, taxes levied or imposed by the City, payments to the City in lieu of taxes, or costs of capital additions (and capital replacements) to the System.

(v) “Ordinance” means this ordinance passed by the Council and approved by the Mayor.

(w) “Parity Bonds” means, collectively, (i) the City’s Water and Sewer Revenue Bond, 2013 (Taxable); (ii) the Bond; and (iii) any and all revenue bonds of the City hereafter issued, the payment of which, both principal and interest, is secured by a lien and charge on the Net Revenue and ULID Assessments equal in rank with the lien and charge on Net Revenue and ULID Assessments that secure the payments required to pay and secure the payment of the water and sewer revenue bonds described in the foregoing clauses (i) and (ii).

(x) “Project” has the meaning given such term in Section 3 of this ordinance.

(y) “RCW” means the Revised Code of Washington.

(z) “Registered Owner” means the entity or person named as the registered owner of the Note on the Note Register, initially the Bank.

(aa) “Registrar” means the Treasurer or any successor registrar appointed by the Treasurer.

(bb) “State” means the State of Washington.

(cc) “System” means the City’s combined water and sewer system, together with all additions thereto and betterments and extensions thereof at any time made or constructed.

(dd) “Treasurer” means the appointive officer of the City who is responsible under the City Charter, if any, and/or City ordinance for fulfilling the various duties of a “city treasurer” as specified by State law. The City Administrator currently serves in such capacity.

(ee) “ULID” means any utility local improvement district of the City created for purposes of making improvements, extensions, or additions to the System that are financed by the issuance of Parity Bonds, the assessments in which are pledged to be paid into the Debt Service Account within the City’s Water-Sewer Fund.

(ff) “ULID Assessments” means the assessments levied in any ULID (except for any prepaid assessments permitted by law to be paid into a construction fund or account) and shall include installments thereof and interest and any penalties thereon.

(gg) “USDA” means the United States of America, acting through the United States Department of Agriculture, Rural Utilities Service.

Section 2. Findings. The Council finds and determines that:

(hh) The City is a municipal corporation duly organized and existing under the laws of the State, is currently organized as a code city, and operates under a Mayor-Council plan of government. Pursuant to the provisions of chapters 35.67, 35.92, and 35A.80 RCW, the City is authorized to acquire, construct, install, maintain, and operate water and sewer systems. By Ordinance No. 677, the City combined its water supply and distribution system and its sewerage system pursuant to RCW 35.67.331 for the purpose of furnishing the City and its inhabitants and other persons with water and sewer services for all purposes, and provided that all future acquisition, construction, maintenance, and operation of the System be done jointly. The City is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.67, 35.92, 35A.40, and 39.46 RCW to finance the acquisition, construction, and installation of improvements to the System.

(ii) The USDA has offered to make a loan to the City, evidenced by a water and sewer revenue bond (the “Bond”) in the amount of \$873,000 to pay a portion of the Costs of the Project. Chapter 39.50 RCW authorizes cities to issue short-term obligations in anticipation of the receipt of bond proceeds.

(jj) It is advisable for the City to acquire, construct, and install the Project. In determining the Costs of the Project pursuant to RCW 35.41.090, the Council has estimated that the total Costs of the Project will be \$5,283,000. It is advisable for the City to provide funds for defraying a portion of the cost of the Project from the proceeds of the sale of a short-term limited tax general obligation (the “Note”) pending the issuance of the Bond.

(kk) The Council deems it to be in the best interest of the City that the City borrow money and issue the Note pending the issuance of the Bond for the purpose of providing the funds with which to pay part of the Costs of the Project specified, adopted, and ordered to be carried out in this Ordinance, and the Bank has offered to accept the Note under the terms set forth in this Ordinance.

(ll) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for the calendar year 2021 is \$244,668,288, and the City has no outstanding general indebtedness evidenced by limited tax general obligation bonds, notes, or leases incurred within the limit of up to 1-1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein (\$3,670,024).

Section 3. The Project. The City hereby ratifies, specifies, adopts, and authorizes a plan for making certain additions to and betterments and extensions of the System, including:

(a) replacement of the Rock Creek, Kanaka, Cascade, and Fairgrounds Pump Stations, and improvements to the pump stations including conversion to duplex submersible configuration, the addition of dedicated on-site standby power, and new controls and telemetry integrated with a new SCADA system at the wastewater treatment plant; (b) increased sewer pipe size leading to the Rock Creek Pump Station; (c) the provision of flood protection to the wastewater treatment plant, including stop-log gates at the pump building doors and raising the top of the in-plant pump-station, general upgrades including replacement of the existing dedicated on-site standby generator and SCADA system, with the upgraded pump stations being integrated with the new SCADA system; and (d) other improvements discussed, but not budgeted, including a new lab/operations building, a new aeration building, adding check and gate valves, and using portable pumps to bail water from the storm system when inundated (collectively, the “Project”), all as more particularly described in the plans and specifications prepared by consulting engineers to the City, and now on file in the office of the Clerk. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable, provided that such changes do not substantially modify the Project.

Section 4. Authorization of the Bond. For the purpose of paying a portion of the Costs of the Project and retiring the Note, the City shall issue the Bond in the principal amount of not to exceed \$873,000. The Bond shall be a special obligation of the City payable solely out of the Debt Service Account within the City’s Water-Sewer Fund and shall be a valid claim of the Registered Owner only as against the Debt Service Account within the City’s Water-Sewer Fund, the Debt Service Reserve Account within the City’s Water-Sewer Fund, and the amount of Gross Revenue and ULID Assessments pledged to those accounts, which pledge shall be on a parity with the pledge that secures payment of the City’s Water and Sewer Revenue Bond, 2013 (Taxable). The Bond shall be issued in one or more series at such times as the City shall deem advisable; shall be in such denomination and form, shall be dated, shall bear interest at such rate or rates, shall be payable at such time or times, shall have such option of payment prior to maturity, shall guarantee such coverage and collection of rates, shall provide for such additional funds and accounts, and shall contain and be subject to such provisions and covenants as hereafter shall be provided by ordinance. The Bond shall not be a general obligation of the City. The City’s full faith, credit, and resources are not pledged for the payment of the Bond.

Section 5. Purpose, Authorization, and Description of Note.

(a) For the purpose of providing the funds with which to pay part of the Costs of the Project, the City shall issue and deliver its Limited Tax General Obligation Bond Anticipation Note, 2021 (Non-Revolving Line of Credit) (the “Note”), in the maximum principal amount of \$873,000, pursuant to the terms of this Ordinance. The Note shall be dated as of the date of its delivery to the Bank; shall mature on the Maturity Date; shall be issued in fully registered form as to both principal and interest on the Note Register; and shall be numbered R-1, with any additional designation as the Registrar deems necessary for purposes of identification.

(b) Upon satisfaction of applicable requirements of the USDA, the City may make incremental draws of not less than \$25,000 on the line of credit evidenced by the Note (each, a “Draw”) on any business day prior to the Maturity Date or date of prior redemption for the purpose of providing the funds with which to pay Costs of the Project. No Draw may exceed the total

amount of the costs to be paid from such Draw, and the proceeds of each Draw shall be used immediately to pay those costs. Draws shall be recorded on a record attached to the Note or in such other form as the City and the Bank may agree. Draws shall be limited to an aggregate principal amount of \$873,000. The City shall submit to the Bank, with each request for a Draw, evidence that the USDA concurs in the amount of such Draw, and the submission of such evidence shall constitute approval by the Bank of such Draw.

(c) The principal amount of each Draw shall bear interest at the Bank Rate from the date of the Draw. Interest on the Note shall be payable semiannually on the dates specified in the Note (each, an “Interest Payment Date”), to and including the Maturity Date or date of prior redemption. Principal of the Note is payable on the Maturity Date or the date of prior redemption. If the Note is not paid when properly presented for payment on the Maturity Date or date of prior redemption, the City shall be obligated to pay interest on the Note at the same rate provided in the Note from and after the Maturity Date or date of prior redemption date until the Note, both principal and interest, is paid in full. The Council finds that the fixing of the interest rate in the above manner is in the best interest of the City.

Section 6. Designation of Officers to Make Draws. The Council has determined it to be in the best interest of the City that each of the Mayor and the City Administrator be and each hereby is individually authorized to make Draws in the amounts and at the times as either of such officials may determine hereafter, those Draws to be made in accordance with the terms and provisions set forth in this Ordinance.

Section 7. Registration and Transfer of Note.

(a) The City adopts the following system of registering the ownership of its bonds and obligations (each as defined in RCW 39.46.020).

(1) All bonds and obligations of the City offered to the public, having a maturity of more than one year, on which the interest is intended to be excluded from gross income for federal income tax purposes, shall be registered as to both principal and interest as provided in this subsection.

(2) The registration of all City bonds and obligations required to be registered shall be carried out either by: (A) a book-entry only system of recording the ownership of the bond or obligation on the books of the Registrar, whether or not a physical instrument is issued; or (B) recording the ownership of the bond or obligation and requiring as a condition of the transfer of ownership of any bond or obligation the surrender of the old bond or obligation and either the reissuance of the old bond or obligation or the issuance of a new bond or obligation to the new owner. No transfer of any bond or obligation subject to registration requirements shall be effective until the name of the new owner and the new owner’s mailing address, together with such other information deemed appropriate by the Registrar, are recorded on the books of the Registrar.

(3) Except as may be provided otherwise by the resolution authorizing their issuance, registered bonds or obligations may be issued and reissued in any denomination up to the outstanding principal amount of the bonds or obligations of which they are a part.

Such denominations may represent all or a part of a maturity or several maturities and on reissuance may be in smaller amounts than the individual denominations for which they are reissued.

(4) Unless otherwise provided in the resolution authorizing the issuance of registered bonds or obligations, the Treasurer shall be the Registrar for all registered interest-bearing warrants, installment contracts, interest-bearing leases, and other registered bonds or obligations not usually subject to trading without a fixed maturity date or maturing one year or less after issuance, and the fiscal agent appointed by the State Finance Committee from time to time (the “Fiscal Agent”) shall be the Registrar for all other City bonds and obligations with a fixed maturity date or maturing more than one year after issuance.

(5) The Registrar shall serve as the City’s authenticating trustee, transfer agent, registrar, and paying agent for all registered bonds and obligations and shall comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The rights, duties, responsibilities, and compensation of the Registrar shall be prescribed in each resolution authorizing the issuance of the bonds or obligations, which rights, duties, responsibilities, and compensation shall be embodied in a contract executed by the City and the Registrar, except that (A) when the Fiscal Agent serves as Registrar, the City adopts by reference the contract between the State Finance Committee and the Fiscal Agent in lieu of executing a separate contract and prescribing by resolution the rights, duties, obligations, and compensation of the Registrar and (B) when the Treasurer serves as Registrar, a separate contract shall not be required. In all cases when the Registrar is not the Fiscal Agent and the bonds or obligations are assignable, the resolution authorizing the issuance of the registered bonds or obligations shall specify the terms and conditions of: (i) making payments of principal and interest; (ii) printing any physical instruments, including the use of identifying numbers or other designation; (iii) specifying record and payment dates; (iv) determining denominations; (v) establishing the manner of communicating with the owners of the bonds or obligations; (vi) establishing the methods of receipting for the physical instruments for payment of principal, the destruction of such instruments, and the certification of such destruction; (vii) registering or releasing security interests, if any; and (viii) such other matters pertaining to the registration of the bonds or obligations authorized by such resolution as the City may deem to be necessary or appropriate.

(6) Any physical instrument issued or executed by the City subject to registration under this subsection shall state that the principal of and interest on the bonds or obligations shall be paid only to the owner thereof registered as such on the books of the Registrar as of the record date defined in the instrument and to no other person, and that such instrument, either principal or interest, may not be assigned except on the books of the Registrar.

(b) The Treasurer is hereby appointed and designated to serve as the Registrar. The Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Note,

and for registering any transfer of Note ownership. The books and records maintained by the Registrar for such purpose shall be considered the Note Register for purposes of this Ordinance. In addition to maintaining the Note Register, the Registrar is authorized and directed to perform the following duties with respect to the Note: (i) to authenticate the Note upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Note that is transferred in accordance with the provisions thereof and this Ordinance; (iii) to serve as the City's paying agent for the Note; (iv) to imprint on each Note transferred or exchanged pursuant to this Ordinance the name of the Registered Owner, the maximum principal amount of the Note, the interest rate borne by the Note, and the Maturity Date; (v) to cancel the Note returned to the Registrar upon the payment in full thereof; and (vi) to carry out all of the Registrar's duties otherwise described in this Ordinance and to comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Note.

(c) The Note may be transferred: (i) only in whole; (ii) only to either a successor of the Bank or to a qualified institutional buyer (as defined in Rule 144A promulgated under the Securities Exchange Act of 1934, as amended) that has executed and delivered to the City certifications substantially similar to those executed and delivered by the Bank to the City on the date of issuance of the Note; and (iii) only if endorsed in the manner provided thereon and surrendered to the Registrar. Any transfer shall be without cost to the Registered Owner or transferee.

Section 8. Deposit of Note Proceeds. The principal proceeds of Draws shall be paid into the Construction Account and used to pay Costs of the Project. Interest earnings on Draws, if any, shall be retained in the Construction Account and used to pay Costs of the Project.

Section 9. Payment of Note.

(a) Both principal of and interest on the Note shall be payable in lawful money of the United States of America from the proceeds of the Bond to be deposited in the Construction Account, or of other short-term obligations or from other money legally available and to be used therefor, and the City irrevocably pledges to redeem the Note on the Maturity Date or date of prior redemption from the proceeds of the Bond, or of other short-term obligations or from other money legally available for that purpose. The Note may also be paid from Net Revenue, subject to the prior lien and charge thereon that secures payment of the Parity Bonds. The Note also constitutes a general indebtedness of the City payable from tax revenues of the City. The City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Note as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Note.

(b) Prior to each Interest Payment Date the Registered Owner shall present to the City a statement of interest due on the Note on such Interest Payment Date. Interest due on the Note shall be paid by electronic transfer of the Registrar and sent to the Registered Owner so that the Registered Owner receives such payments when due at the address or account appearing on the

Note Register. Prior to the Maturity Date the Registered Owner shall present to the City a statement of interest, together with principal, due on the Note on the Maturity Date. Principal of the Note is payable on the Maturity Date or date of prior redemption at the office of the Registrar in Stevenson, Washington, upon presentation and surrender of the Note.

Section 10. Prepayment and Redemption Provisions. The City reserves the right and option to prepay and redeem at any time any or all of the principal amount of the Note outstanding at a price of par plus accrued interest to the date of prepayment and, upon payment of all outstanding principal of and interest on the Note, to redeem the Note. Interest on the Note or the portion thereof so prepaid shall cease to accrue on the date of such prepayment. Unless waived by the Registered Owner, the City will provide the Registered Owner with written notice of any intended prepayment not less than five business days prior to such prepayment date.

Section 11. Note Form and Execution.

(a) The Note shall be prepared in a form consistent with the provisions of this Ordinance and State law, shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or facsimile reproduction thereof) impressed or printed thereon.

(b) The Note shall not be valid or obligatory for any purpose, or entitled to the benefits of this Ordinance, unless the Note bears a certificate of authentication manually signed by the Registrar stating: "This Note is the fully registered City of Stevenson, Washington, Limited Tax General Obligation Bond Anticipation Note, 2021 (Non-Revolving Line of Credit), described in the Ordinance." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

(c) If any officer whose signature appears on the Note ceases to be an officer of the City authorized to sign notes before the Note bearing his or her signature is authenticated or delivered by the Registrar or issued by the City, the Note nevertheless may be authenticated, delivered, and issued and, when authenticated, delivered, and issued, shall be as binding upon the City as though that person had continued to be an officer of the City authorized to sign notes. Any Note also may be signed and attested on behalf of the City by any person who, on the actual date of the signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on the date of issuance of the Note.

Section 12. Tax Covenants.

(a) The City will neither take any action nor make or permit any use of proceeds of the Note or other funds of the City treated as proceeds of the Note at any time during the term of the Note which will cause interest on the Note to be included in gross income for federal income tax purposes.

(b) The City finds and declares that (i) it is a duly organized and existing governmental unit of the State and has general taxing power; (ii) the Note is not a “private activity bond” within the meaning of Section 141 of the Code; (iii) at least 95% of the net proceeds of the Note will be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); (iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) issued by the City and all entities subordinate to the City (including any entity which the City controls, which derives its authority to issue tax-exempt obligations from the City, or which issues tax-exempt obligations on behalf of the City) during 2021 (the calendar year in which the Note is issued) is not reasonably expected to exceed \$5,000,000; and (v) the amount of tax-exempt obligations, including the Note, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000. The City therefore certifies that the Note is eligible for the arbitrage rebate exception under Section 148(f)(4)(D) of the Code and designates the Note as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

(c) The City authorizes and directs the Treasurer to adopt post-issuance compliance policies and procedures for tax-exempt obligations in connection with the Note.

Section 13. Approval of Bank Offer; Authorization of City Officials. The Bank has presented the Bank Offer, which written Bank Offer is on file with the Treasurer and is incorporated herein by this reference. The Council finds that accepting the Bank Offer is in the City’s best interest and therefore accepts the same. A loan fee in the amount of \$750 shall be payable by the City to the Bank and withheld from the first Draw. The Note will be printed at City expense and will be delivered to the Bank in accordance with the Bank Offer, together with the approving legal opinion of Bond Counsel regarding the Note. The Mayor, the City Administrator, the Clerk, the Treasurer, and each other person as they may designate are each individually authorized and directed to do everything necessary for the prompt delivery of the Note to the Bank and for the proper application and use of the proceeds of the Draws made pursuant to the Note.

Section 14. Severability; Ratification. If any provision of this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note. All actions heretofore taken by the City consistent with the provisions of this ordinance are ratified, confirmed and approved.

Section 15. Effective Date of Ordinance. This Ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Stevenson, Washington, this 18th day of February, 2021, at a regular open public meeting thereof.

CITY OF STEVENSON, WASHINGTON

Mayor

ATTEST:

Clerk

(S E A L)

C E R T I F I C A T E

I, the undersigned, the Clerk of the City of Stevenson, Washington (the “City”), hereby certify as follows:

1. The foregoing Ordinance No. 2021-1171 (the “Ordinance”) is a full, true, and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 18, 2021, as that Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is February 24, 2021.

3. A quorum was present throughout the meeting and a sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February, 2021.

CITY OF STEVENSON, WASHINGTON

Clerk

(S E A L)

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

**Between Grayling Engineers
And the City of Stevenson**

For professional engineering services for the Hegewald Well.

This agreement entered into this **18th** day of **February**, 2021 by and between the CITY OF STEVENSON a municipal corporation located in the County of Skamania, State of Washington (hereinafter referred to as the City) and Grayling Engineers (hereinafter referred to as the Contractor).

The parties recite and declare that:

1. The City and the Contractor entered into a Professional Services Contract on the 19th day of March, 2020 for engineering professional services for Hegewald Well Treatment Improvements;
2. An extension of the timeframe prescribed in that agreement is necessary; and
3. The City and the Contractor are desirous of entering into a contract to formalize their relationship.

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

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

This contract shall constitute an extension of the term of the contract dated March 19, 2020 and scheduled therein to expire December 31, 2020. This extension provides the contract term shall expire, unless otherwise terminated or extended, upon completion of the Scope of Work and Description of Additional Work and not later than December 31, 2021.

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

**Section 4
Complete Agreement**

This written agreement constitutes a supplement to the Professional Services Contract dated March 19, 2020. Except as specifically modified herein, all terms of the March 19, 2020 Contract remain in full force and effect. The terms of the March 19, 2020 Contract together with the terms of this Contract Amendment embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Contractor other than contained herein.

**Section 5
Certification of Authority**

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

[Signatures appear on next page]

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

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Telephone Number

Kenneth B Woodrich,
City Attorney

Federal Tax ID Number

UBI#

SMALL PUBLIC WORKS AGREEMENT

| | | | |
|-------------|---------------------------------------------|------------------------|------------------------------|
| Contract #: | | WO#: | |
| | | | |
| Contractor: | Professional Quality Roofing, LLC | Department: | Public Works, Water Division |
| Name: | Fidel Montes | Date: | February 18, 2021 |
| Address: | 915 Ike Mooney Rd NE Silverton, OR 97381 | Department Contact: | Karl Russel |
| Contact: | Fidel Montes | Phone: | (509) 427-5970 |
| Phone: | 971-218-5244 | Fax: | (509) 427-8202 |
| Fax: | 503-873-0407 | Email: | Karl@ci.stevenson.wa.us |
| Email: | phil@proqualityroofing.com | | |

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);
Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.
This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Warranties: If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

Business License: The Contractor is required to submit proof of a City business license (\$10) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond. Retainage is required.

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

| | |
|------------------|------------------------------------------------------------------------------------------------------------|
| Completion Date: | Total Contract Fixed Price: \$ 36,000 plus tax according to proposal attached as Exhibit A. |
| | <i>OR</i> |
| | Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: \$ _____) |

Description of Work: According to proposal attached as Exhibit A.

The contractor should send invoices to the following address: 7121 E. Loop Rd., PO Box 371 Stevenson WA 98648. Unless otherwise agreed, payment is net 30 days less retainage.

Note:

The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

| | |
|----------------------|-----------------------|
| <u>Contractor:</u> | <u>City Approval:</u> |
| _____ | _____ |
| (Signature) _____ | (Signature) _____ |
| (Date) _____ | (Date) _____ |
| Print Name _____ | Print Name _____ |
| Approved as to form: | |
| _____ | _____ |
| City Attorney _____ | (Date) _____ |

Distribution Account Codes: _____ - _____
Program Object

PROFESSIONAL



Phone: 503-776-0535

Fax: 503-873-0407

915 Ike Mooney RD NE, Silverton OR 97381

*** Licensed * Bonded * Insured**

CCB # 182097 WA: PROFEQR869J8

Phil@proqualityroofing.com

Stevenson water treatment plant Roof PROPOSAL

To: Karl Russel- City of Stevenson

Job Location: water treatment plant on NW Ruellen rd Stevenson, WA 98648

Date: 11-02-20

Phone: 509-427-5970

email: Karl@ci.stevenson.wa.us

SPECIFICATIONS AS FOLLOWS:

1. Clean and prep existing metal roof for new Duo-Tuff 50 mil single-ply membrane roof.
2. Remove and dispose of existing fiberglass roof panels. Replace with plywood and built out curb for new fixed skylights at existing locations.
3. Furnish and install flute filler to create even surface.
4. Furnish and mechanically install 1" poly ISO board over the deck per manufactures specifications.
5. Furnish and mechanically install per manufacturers specifications a charcoal grey 50 mil Duro-Last single ply membrane roofing system. This includes any and all Duro-Last accessories for a complete Duro-Last installation .
6. Furnish and install a two (2) piece 24 Ga. Snap on Compression edge flashing by Exceptional metals according to specs. This is to be installed per Duro-Last roofing specifications around the perimeter of building. Color to be chosen by owner from available Exceptional Metals colors.
7. Furnish and install drip edge at gutter locations, this also includes the removal and disposal of existing gutters and replacement with new gutters.
6. All work will be done according to Duro-Last roofing specifications to obtain a 15-Year NDL warranty.

INVESTMENT: \$ 36,000.00



GENERAL TERMS

100% of the work is guaranteed as specified above. All work completed in a professional manner according to industry approved regulations and practices. Alterations from specifications above will only be made upon owner request and notification prior to start of the project. The owner is responsible to carry fire, tornado, and any other necessary insurance. All of our employees are fully covered by Workers Compensation Insurance in according to WA & OR Laws. This contract may not be transferred to another party without expressed written consent of Professional Quality Roofing LLC. We accept no liability for the existence or continued existence of mold and/or mildew conditions.

EXTRA WORK

Extra work such as dry- rot repairs or other unforeseen issues are not included in this contract. All extra work will be charged and billed at job completion. (Material cost plus 20% plus labor at \$ 55 per man-hour.) Dry- rot will be repaired per code. Metal attached to the roof deck or walls will be measured and replaced only as needed. This includes chimneys, step flashings, and skylight flashings, fire-roof-hatches, etc.

| Payments Terms | Acceptance of proposal |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Unless agreed in advance, 50% of contract amount is due upon signing contract. Balance due is 7 days of billing at job completion. A late fee of \$ 100 will be charged if balance due is more than 30 days late. Additional 2% unpaid balance will be charged each month on accounts 30 days of more past due.</p> <p>Signed: _____ Date: _____</p> <p>Fidel Montes President, Professional Quality Roofing LLC</p> | <p>The Above prices, specifications, and conditions are satisfactory and hereby accepted. By signing below, I authorize Professional Quality Roofing LLC to proceed as specified. Payments will be made as outlined: Owner acknowledges receipt of "Information Notice to Owner about Construction Liens," as required of all contractors by state law. Owner agrees to settle any disputes between the parties by arbitration.</p> <p>Signed: _____ Date _____</p> <p>Owner</p> |

**DURO-LAST®
SUPREME**

15-Year ND Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner (“Owner”) of a building containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein.

Duro-Last’s obligation during the 1st through the 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A.** Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B.** The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements.
- C.** The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D.** The Owner allows Duro-Last’s QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E.** Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s), or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A.** This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B.** Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C.** Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D.** Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E.** Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F.** Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G.** This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- H.** This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I.** This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J.** No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K.** Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

OVER: CONTINUED ON BACK

2-Piece Snap-On Compression

Description:

The 2-Piece Snap-On Compression system may be used as a perimeter flashing for single-ply roofing systems. The system consists of a 24-gauge Galvalume® base and a snap-on metal cover.

- Base and cover is fabricated in 10' lengths; 3" – 8" widths.
- Cover is double-hemmed to prevent roof material from excessive wear.
- Ready-to-assemble inside and outside corners are available in flat face.
- Both sizes available in flat face profiles.

Energy Efficiency:

LEED® and ENERGY STAR® compliant.

Installation:

1. A wood nailer is required if 1" or greater of insulation is used.
2. This nailer should be attached to the wall in accordance with ANSI/SPRI ES-1 3.9.
3. Install in accordance with EXCEPTIONAL® Metals Detail #3110.
4. Any deviation from the requirements set forth in detail drawings must be pre-approved, in writing, by the EXCEPTIONAL Metals Technical Department.

Codes and Standards:

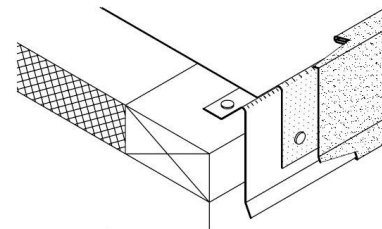
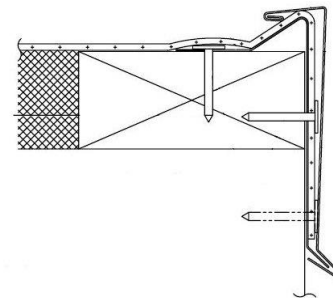
- ANSI/SPRI ES-1 Compliant with 3" – 8" base and cover.
- Meets TAS 111-95 Test with 4" and 6".
- FM Approval on 4" and 6".

Warranty:

EXCEPTIONAL Metals offers a finish and substrate warranty. Contact the membrane manufacturer for any additional warranty that may be offered.

Technical Services:

Product samples, detail sheets, color chips, and color chart are available for your submittal package. For assistance with questions or submittals, contact your local representative or call EXCEPTIONAL Metals.



| Material | Gauge | Finish |
|------------------|----------|----------------|
| Aluminum | .040 | Mill or Kynar® |
| Stainless Steel | 24-gauge | N/A |
| Bonderized Steel | 24-gauge | N/A |
| Galvalume® | 24-gauge | Mill or Kynar® |
| Copper | 16 oz. | Mill |

DURO-GUARD® ISO II FLAT AND TAPERED PANELS

Description:

Duro-Guard® ISO II is a closed-cell polyisocyanurate foam core insulation board with an integrally laminated, fiber-reinforced facer which is compatible with Duro-Last® roof membranes.

- Available in both flat and tapered panels in order to meet thermal insulation needs as well as provide slope for proper roof drainage.
- Manufactured with a blowing agent that has zero ozone depletion potential (ODP) and virtually no global warming potential (GWP).
- Approved for direct application to steel and other deck types.
- Available in two grades of compressive strength per ASTM C 1289:
 - Type II, Class 1, Grade 2 (20 psi).
 - Type II, Class 1, Grade 3 (25 psi).
- Refer to Table 3 for physical properties.

Recommended Uses:

- Mechanically attached Duro-Last roof systems.
- Adhered/Fully Bonded Duro-Last roof systems.
- Duro-Bond® roof systems.
- Metal retrofit roof systems.

Underwriters Laboratories, Inc. Classifications:

- UL 1256.
- Insulated Metal Deck Constructions:
 - No. 120, 123, 292.
- UL 790.
- UL 263 Hourly Rated P Series Roof Assemblies.
- UL Classified for use in Canada.

Factory Mutual Approvals:

- FM 4450, FM 4470.
- Approved for Class 1 insulated steel, wood, concrete and gypsum roof deck construction.
- Refer to FM Approval's RoofNav for details on FM Approved systems (www.roofnav.com).

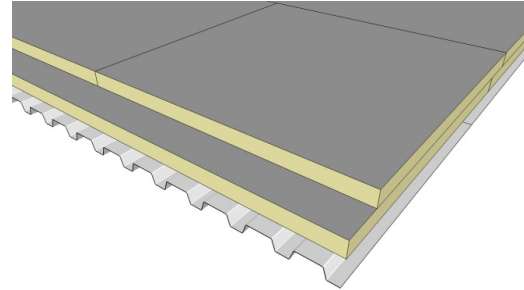


Figure 1. Duro-Guard ISO II Flat On Steel Deck

Flat Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - 4 ft. x 8 ft.
 - Thicknesses: 1 to 4 inches.
- Refer to Table 2 for R-value and flute spanability.

Tapered Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - Thicknesses: ½ to 4-½ inches.
- Precut miters and crickets are also available.
- Taper designs and shop drawings available.

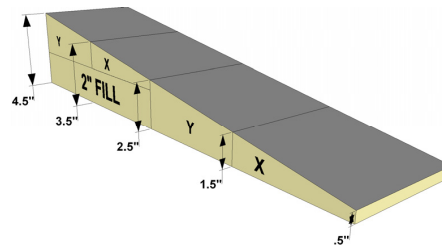


Figure 2. Duro-Guard ISO II Taper

| TABLE 1. TYPICAL TAPER PANEL DIMENSIONS | | | | | |
|-----------------------------------------|------------|----|---------------|------|------|
| ID | SLOPE* | | SIZE | MIN | MAX |
| Q | ½" per ft. | 4% | 4 ft. x 4 ft. | ½" | 2-½" |
| QQ | ½" per ft. | 4% | 4 ft. x 4 ft. | 2-½" | 4-½" |
| X | ¼" per ft. | 2% | 4 ft. x 4 ft. | ½" | 1-½" |
| Y | ¼" per ft. | 2% | 4 ft. x 4 ft. | 1-½" | 2-½" |
| Z | ¼" per ft. | 2% | 4 ft. x 4 ft. | 2-½" | 3-½" |
| G | ¼" per ft. | 2% | 4 ft. x 4 ft. | 1" | 2" |
| H | ¼" per ft. | 2% | 4 ft. x 4 ft. | 2" | 3" |
| AA | ⅛" per ft. | 1% | 4 ft. x 4 ft. | ½" | 1" |
| A | ⅛" per ft. | 1% | 4 ft. x 4 ft. | 1" | 1-½" |
| B | ⅛" per ft. | 1% | 4 ft. x 4 ft. | 1-½" | 2" |
| C | ⅛" per ft. | 1% | 4 ft. x 4 ft. | 2" | 2-½" |

* Contact Duro-Last for additional slope options.

DURO-TUFF® 50-MIL MEMBRANE

Advantages:

Duro-Last® Duro-Tuff® 50-Mil (DT50) membrane is an excellent choice for low-slope roof projects requiring a long lasting, energy efficient roofing membrane. A complete line of custom prefabricated accessories is available for the DT50 membrane.

Description:

Duro-Tuff membrane incorporates a weft-inserted, knitted scrim within PVC films to provide exceptional strength and waterproofing.

Duro-Tuff membranes must not be used with Duro-Last EV membranes.

PVC Film - Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 26 mil

Weft-Inserted Scrim - An 18 x 9 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Total Thickness – 50 mil, nominal.

Weight – 0.28 lb. per square foot.

Color – Top surface: white. Bottom surface: light gray.

R-Value – 0.1 ft²·°F·hr/Btu.

Packaging – DT50 is supplied in the roll sizes shown below. A full pallet contains ten rolls.

Roll Dimensions:

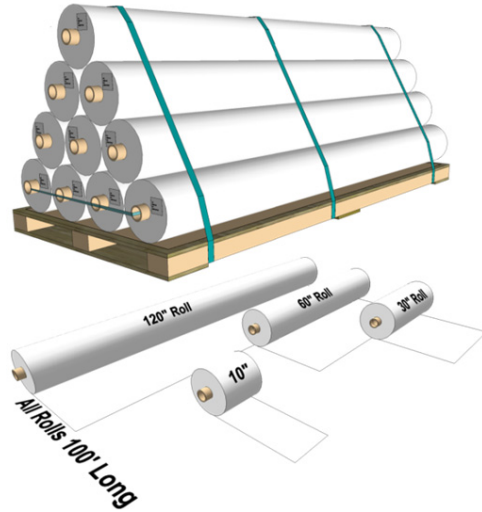
| Dimensions | Estimated Coverage | | Roll Weight |
|-------------------|-------------------------|-------------------------|-------------|
| | 6" Overlap ¹ | 4" Overlap ² | |
| 120 in. x 100 ft. | 950 sq. ft. | 967 sq. ft. | 280 lb. |
| 60 in. x 100 ft. | 450 sq. ft. | 467 sq. ft. | 140 lb. |
| 30 in. x 100 ft. | 200 sq. ft. | 217 sq. ft. | 70 lb. |
| 10 in. x 100 ft. | Stripping | | 24 lb. |

¹ 6-inch overlap and use of Duro-Last Poly or Cleat Plates

² 4-inch overlap and use of Duro-Last Oval Metal Plates

Overlap Line – A blue line, 6 inches from one edge of the sheet, is factory applied to the top of the sheet to assist in maintaining proper overlap between sheets.

Seam Plate and Fastener Placement Guides – “X”s are placed at 6-inch intervals along one edge of the sheet to assist in maintaining proper spacing between fasteners. Install fasteners so that the outside edge of the seam plate is flush with the edge of the sheet.



“T-Lap” Patches – A patch, with rounded corners, is required at all lap areas where 3 or more layers of membrane intersect (“T-Lap”). The minimum size of the patch is 4 x 4 inches or 4-inch diameter. Patches can be made of either DT or DL membrane of any thickness. Refer to Detail Drawing DT1066.

Energy Efficiency:

White DT50 membrane is an excellent product for complying with California Title 24 and other energy efficiency programs requiring the use of a highly reflective roof membrane.

Cool Roof Rating Council (CRRC)¹

| | Solar Reflectance | | Thermal Emittance | | Solar Reflective Index (SRI) | |
|--------------|-------------------|------|-------------------|------|------------------------------|------|
| | Initial | 3-yr | Initial | 3-yr | Initial | 3-yr |
| White | 0.85 | 0.73 | 0.89 | 0.88 | 108 | 90 |

¹ Duro-Last’s CRRC Product ID: 0610.

Warranty:

The following warranties are available for projects utilizing DT50 membrane. Contact Duro-Last for warranty details. **Consequential damage coverage is not available for Duro-Tuff installations.**

| Available Warranties | | |
|----------------------|---------------------------------|---------------------|
| Supreme | Not applicable for this product | |
| Ultra | 15-YR High Wind | 20-YR High Wind |
| Basic | 15-YR NDL | 20-YR NDL |
| Residential | 15-YR Material Only | 20-YR Material Only |



Monarch
1640 Clay Street
San Francisco, CA 94109 Suite #203

Prepared By Teo Kyrakis
Phone (415) 964-3697
Email teo@monarchconnected.com

Quote Number 00000891
Term (Months) 60

Created Date 2/5/2021

Contact Name Leana Kinley
Phone 509.427.5970
Email leana@ci.stevenson.wa.us

Bill To Name City of Stevenson
Bill To Loop Road PO Box 371
Stevenson, WA

Customer Name Scott Anderson
Ship To Loop Road PO Box 371
Stevenson, WA

| Product Code | Product | Quantity | Discount | Sales Price | Total Price |
|--------------|------------------------------------------------------------------------|----------|----------|-------------|-------------|
| LIC-10Y | Verkada 10 Year Camera License | 7.00 | 15.00% | \$1,599.00 | \$9,514.05 |
| CD51-30-HW | Verkada CD51 Indoor Dome Camera, 5MP, Zoom Lens, 30 Days of Storage | 6.00 | 15.00% | \$999.00 | \$5,094.90 |
| CD51-30E-HW | Verkada CD51-E Outdoor Dome Camera, 5MP, Zoom Lens, 30 Days of Storage | 1.00 | 15.00% | \$1,199.00 | \$1,019.15 |

Tax \$1,209.86
Shipping and Handling \$84.48
Grand Total \$16,922.44

Please confirm acceptance of this quote by signing below:

Signature: _____

Print Name: _____

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>

In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.



City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council
From: Leana Kinley, City Administrator
RE: Security Camera System
Meeting Date: February 18, 2021

Executive Summary:

City property security is listed as number 15 on the Stevenson City Council Goals for 2021-2022. Part of the increased security includes adding security cameras for visual recordings of City Hall and the Fire Hall. A provider reached out to the city and after a demo of the solutions, provided a quote for presentation to council.

Overview:

The city currently has no camera system in place in the event an incident occurs. There are many options for systems from locally hosted/recorded to cloud-based and varying degrees of camera quality and features. And as with all things technology, the features are endless and ever improving. A few solutions were researched and there is no clear direction on the level of technology council is willing to move forward with.

Skamania County Sheriff's Office had a system of four cameras with local storage at a cost of \$2,000 plus installation. Additional cameras are needed and the cost of infrastructure necessary to install the cameras (power and connectivity) are unknown. There are no additional analytics, it is only recording.

Verkada (Verkada.com) is a cloud-based option with analytics enabling easier searching of footage with object, date and motion-based searching. A data sheet and price quote are attached. The pricing model is for the camera, which as a 10-year warranty, and a 10-year service agreement. The total price is \$16,922.44, or almost \$1,700 per year, for 7 cameras. Monarch is the reseller for the Verkada system.

Action Needed:

Motion to approve the contract for security camera services with Monarch as presented.

Or other direction on a path forward.

 VERKADA

Solution For Municipalities



SOLUTION FOR MUNICIPALITIES

Increase Security Visibility, Protect Residents, and Reduce Crime

With Verkada, it has never been easier to deploy a video security surveillance system across any number of locations. With just a PoE connection, cameras can be installed virtually anywhere to instantly add around-the-clock visibility and coverage. Intelligent features and centralized remote access ensures anyone that needs access to footage can quickly find what they need.

WHY MUNICIPALITIES CHOOSE VERKADA

+ Always Reliable

View footage from anywhere with 24/7 continuous coverage & offline access

+ Access Footage Anywhere

Whether onsite or remote, all cameras can be accessed from a single platform

+ Bandwidth-Friendly Connectivity

Cameras can be installed anywhere, including remotely with cellular modems

+ No Added Storage Costs

Each camera has its own storage, removing ongoing infrastructure costs

+ Simple to Deploy

No NVRs/DVRs, thick clients, or added configurations – just a PoE connection

+ Stays Secure

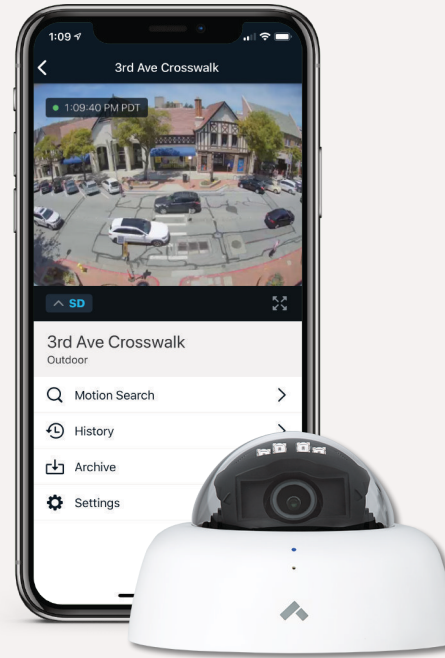
Automatic updates ensure cameras have the latest features and security patches

+ Weather-Resistant Cameras

Our outdoor cameras are IP66 & IP67 rated, ready for the harshest conditions

+ Increase Coverage, Reduce Crime

Day or night, cameras ensure visibility to areas where crimes may take place



START YOUR FREE 30-DAY TRIAL TODAY AT [VERKADA.COM/TRY](https://www.verkada.com/try)

WHY OUR CUSTOMERS LOVE US

Coverage That Scales

“Verkada cameras are flexible and versatile. We can put them anywhere, quickly. Same day, no questions.”

- Garrett Bradlyn, IT Manager, City of Parkersburg

Quickly Resolve Incidents

“The camera is at my fingertips whenever I need to go back days or weeks at a time to review surveillance in a certain area. It’s been a huge asset as an investigator.”

- Nathaniel Duley, Detective, City of Parkersburg

SOLUTION FOR MUNICIPALITIES

SIMPLE, POWERFUL VIDEO SURVEILLANCE

Cities and towns of all sizes choose Verkada to simplify and strengthen their physical security operations. Choosing Verkada means no longer having to maintain outdated equipment like NVRs and DVRs, parsing through hours of unnecessary footage, or jumping through hoops to get access to cameras in emergency situations. With Verkada, footage is always accessible, analyzed, and safely stored on camera as well as in the cloud.



HYBRID CLOUD SECURITY SOLUTION

Each Verkada camera encrypts and stores video in solid-state storage

(30, 60, 90, 120-day models)

Cameras communicate securely with Verkada's high-uptime cloud service

Securely view and manage video 24/7 on any device, anywhere in the world

CITIES AND TOWNS OF ALL SIZES TRUST VERKADA



CUSTOMER STORY: CITY OF PARKERSBURG



Using cellular modems, the City of Parkersburg has deployed 10+ cameras in remote locations to increase coverage where a typical network connection wouldn't be available, all without sacrificing image quality or reliability due to Verkada's onboard storage.



"With Verkada, we've jumped 10 years ahead from where we were just a year ago."

- Joseph Martin, Police Chief, City of Parkersburg

The City of Parkersburg, the third largest metropolitan area in West Virginia, has over 35,000 people in the city limits. Located at the confluence of the Ohio and Little Kanawha rivers, the thriving and growing river town strives to be the region's premier choice for business, industry and community spirit. With crime being an area of focus for the city, they came together to find a scalable solution that could help support their growth and become a resource for law enforcement.

Easy to Deploy

- Verkada removes the need for DVRs/NVRs and tedious configuring, allowing cities to install an entire new fleet of security cameras with ease

Bandwidth and Resource Friendly

- With bandwidth constraints in certain areas, Parkersburg deployed 10+ cameras on a single cellular modem, increasing coverage without adding significant costs

Speed Up Investigations

- Using the powerful and intelligent features of Verkada's Command platform, reviewing footage in problem areas or during large events is easy and efficient

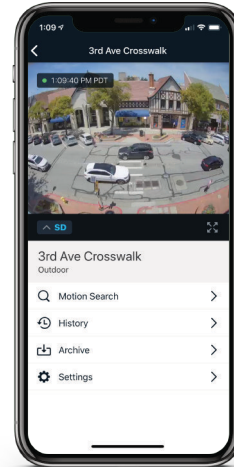
Manage User Roles

- Through Verkada's management platform, the team can assign roles at the site or camera level for city officials and first responders so they can access footage without involving IT

FEATURES & EXPERIENCE

REAL-TIME VISIBILITY & RESPONSE

- Instantly share live video streams with first responders, city managers, and event personnel via SMS and weblinks
- View and manage video on any device
- On-camera accelerometer sends SMS alerts when tampering is detected

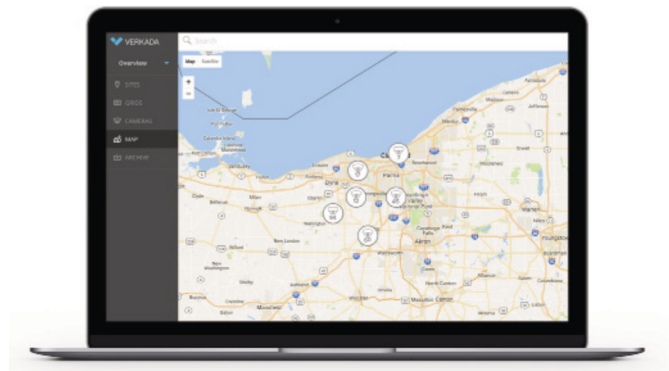


'ZERO CONFIGURATION' SETUP

- No NVRs/DVRs, VPNs, or port forwarding
- All cameras are PoE and, by default, communicate over HTTPS via port 443
- Easily relocate cameras for events
- Cameras auto-provision into your account once plugged into a PoE switch with DHCP

EASY MANAGEMENT

- Easily control user permissions at the city, town, building, and camera levels
- SAML and two-factor authentication available for added account protection
- No thick clients, third-party plugins or additional hardware required



SOLUTION FOR MUNICIPALITIES



ACTIVITY SEARCH

- Isolate areas of interest and instantly surface footage where activity was detected, such as in the event of a theft
- Quickly export, archive and share video clips in standard formats like MP4
- Save time, increase incident response time

ALWAYS UP TO DATE, ALWAYS SECURE

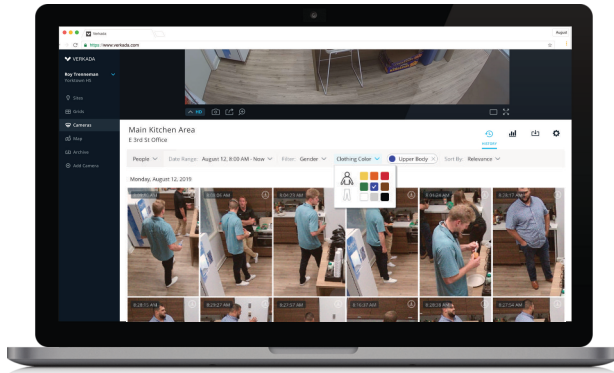
- Software and firmware automatically kept up to date via regular security, performance, and feature enhancements
- No more manual system updates and unpatched vulnerabilities
- Redundant firmware banks ensure failsafe updates and high uptime
- Latest data encryption and security standards, with no special configuration required



CUTTING-EDGE TECHNOLOGY DESIGN

- 3-12MP video resolution with fixed, varifocal, and fisheye options
- Onboard storage with options ranging from 30-120 days of continuous HD footage
- Weather-resistant cameras with IP66 & IP67 rating for outdoor coverage
- High Dynamic Range and proprietary algorithms ensure optimal picture quality
- Slim bandwidth footprint of 5-20 kb/s per camera during normal operating mode

SOLUTION FOR MUNICIPALITIES



People History

- Bring speed and efficiency to investigations with powerful computer vision
- See high-resolution images of every person that comes and goes through your space
- Search and filter for people by time, date, gender traits, top/bottom clothing color, and facial matches

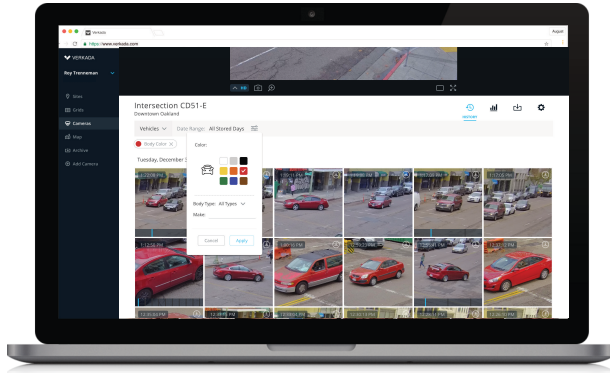
Face Detection

- Quickly search for people detected on camera by facial matches or uploaded images
- Instantly view all moments of a facial match where a person was detected
- Export any relevant images and footage to any device



Mobile Face Search

- From the Verkada mobile app, users can also search for people and facial matches
- Using a mobile device's built-in camera and photo library, users can search for any matches caught on camera



Vehicle History

- Bring speed and efficiency to investigations with powerful computer vision
- See high-resolution images of every vehicle that passes through your space
- Search and filter for vehicles by time, date, make, body type, and color

Want to Learn More? Get a Free Trial of Verkada

verkada.com/try

Or, Contact Us:

Toll-free: (833) 837-5232 // (833) VER-KADA

Email: sales@verkada.com

Global Headquarters
405 E 4th Avenue
San Mateo, California 94401



City of Stevenson, Washington
Mayoral Proclamation 2021-01

RED CROSS MONTH 2021

WHEREAS, The American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world. Our Red Cross, Cascades Region and SW Washington Chapter, has a long history of helping our neighbors in need by delivering shelter, care and hope during disasters, making our community safer through providing lifesaving blood; teaching skills that save lives; and supporting military, veterans and their families; and

WHEREAS, Last year, in the Cascades Region, more than 3,000 volunteers helped the families affected by over 650 home fires by addressing their urgent needs like food and lodging and providing recovery support. Meanwhile, when large disasters like the fall wildfires devastated our region, volunteers from our area and across the country provided 173,489 overnight stays, 387,590 meals and snacks, 9,955 relief items, emotional support, recovery planning and other assistance: and

WHEREAS, The Red Cross continues to carry out the organization's 140-year mission of preventing and alleviating suffering. During the trying times of the COVID-19 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give more than 148,500 units of blood in the Cascades Region when our country faced a severe blood shortage. This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

NOW THEREFORE BE IT RESOLVED, I, SCOTT ANDERSON, MAYOR OF THE CITY OF STEVENSON, WASHINGTON, on behalf of the City Council, staff, and residents do hereby proclaim **March 2021** to be:

RED CROSS MONTH

in the City of Stevenson and encourage all its citizens to join in this observance.

Date this 18th day of February 2021.

Scott Anderson, Mayor

PROFESSIONAL SERVICES CONTRACT
Rock Creek Stormwater Improvements

THIS CONTRACT is made and entered into this **18th** day of February, **2021**, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Wallis Engineering, PLLC** hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I
Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibit "A." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

SECTION II
Payment for Services & Expense Reimbursement

A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit "B." Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract.

B. TRAVEL

Contractor shall be reimbursed for actual transportation costs that are necessary for the performance of this contract, and which are pre-approved by the City Administrator. Any approved air travel by Contractor shall be limited to coach class (restricted fare). Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's current mileage reimbursement rate for business related travel. **If the Contractor is based outside Skamania County, any travel to and from the area shall require the prior approval of CITY's Clerk/Treasurer.**

C. TRAVEL EXPENSES

Contractor shall be reimbursed for the actual reasonable subsistence costs incurred, by Contractor, while traveling in performance of the services hereunder, not to exceed State per diem rates.

SECTION III General Terms & Conditions

A. DURATION

This contract shall commence as of the date indicated below, and shall continue **until December 31, 2021** or until terminated by either party giving the other party thirty (30) days written notice of such termination. Notice shall be deemed to have been given at the end of three (3) working days, after the deposit of the same in the United States mail, addressed to the other party, postage prepaid, at the address of the parties as hereinafter stated. In the event of cancellation by either party, the notice may specify the services that are to be performed after receipt of the notice until the date of termination. Unless stated otherwise, Contractor shall perform no further services upon receipt of notice of the termination. On or before termination or expiration of the thirty (30) day period, Contractor agrees to deliver to CITY all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for CITY. In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY's early termination of this contract.

B. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of CITY. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. Unless specifically restricted by this agreement, Contractor may hold itself out to the general public for the provision of similar services. Upon CITY's request, Contractor shall advise CITY of the approximate workload of its existing and new clients and the possibility of any conflicts of interest that may arise.

C. ASSIGNMENT

Contractor shall not assign any interest in this contract, and shall not transfer any such interest to any third party, without CITY's prior written consent. Any subcontract entered into by Contractor, for work covered by this agreement, shall require prior approval by CITY.

D. DISCLOSURE

Contractor agrees to keep confidential any information obtained by Contractor, or its employees, or any person under its control in the course of the services performed under this contract, and to refrain from publishing or revealing any information acquired by Contractor in the course of these services, without the written consent of CITY.

Any knowledge or information acquired or provided by the Contractor to CITY related to services performed under this contract shall not be considered confidential or proprietary unless such designation is approved, in writing, by CITY's City Administrator.

However, regardless of the designation of information provided by the Contractor, CITY does not waive attorney-client privilege or similar protections afforded by law.

E. DISPUTES

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon the filing of a legal action by the aggrieved party. During the pendency of any dispute, Contractor shall proceed diligently with the performance of this contract. It is further agreed by Contractor that litigation shall be limited and confined exclusively to the appropriate state court located within the State of Washington. **Venue shall be in Skamania County unless otherwise agreed to by CITY.** This contract shall be governed in accordance with the laws of the State of Washington.

F. NONWAIVER

The failure of CITY to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term. This should have a time limit.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

During this contract, and for six (6) years thereafter, CITY shall have the right to inspect Contractor's records pertaining to this contract and to perform an audit in accordance with generally accepted audit standards. The Contractor shall make these records available without charge to CITY. Contractor agrees to either provide CITY with a copy of all records relating to the contract, or to retain such records for the applicable public records retention period and promptly provide them to CITY in order to fulfill any public records requests submitted during the retention period. Failure to promptly provide said records shall constitute a default of this agreement and entitle CITY to attorney fees and costs to recover the records, plus require Contractor to indemnify CITY against any statutory penalties for failure to promptly comply with a lawful public records request.

H. WORK PRODUCT

All "Work Product," which shall contain, without limitation, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of CITY. Contractor does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to CITY. CITY's rights to the Work Product shall survive termination of this contract.

I. INSURANCE - HOLD HARMLESS

Contractor shall procure and maintain, during the life of this contract, the insurance policies and associated limits listed below to protect it, and any subcontractor performing work under this contract, from claims for damages from personal injury, including death resulting therefrom, as well as from claims for property damage which may arise under this contract, whether such work is performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Upon demand, Contractor shall provide CITY with copies of all applicable insurance policies.

| | |
|------------------------|---------------------------------------------|
| General Liability | \$1,000,000 per claim/\$2,000,000 aggregate |
| Automobile Liability | \$1,000,000 |
| Worker's Compensation | \$1,000,000 |
| Professional Liability | \$1,000,000 per claim |

CITY and Contractor ("Party" or "Parties") hereby agree to indemnify and hold harmless the other Party, its appointed and elective officers, and its employees, from and against any and all suits, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, as may be caused by the negligence or willful misconduct of the indemnitee, its agents or employees, (or anyone directly or indirectly employed or engaged by the indemnitee, including subcontractors) to perform or observe any term or condition of this contract, or for any act or inaction of the indemnitee in connection with or incident to the work covered by this contract. It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to that Party's negligence.

In any and all claims against CITY by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefits acts, AND THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

J. WARRANTY

Contractor agrees that services performed as specified in Exhibit "A" shall be performed in a manner consistent with the highest professional standards and industry practices acceptable in the trade.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted.

L. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

M. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, and to the fullest extent permitted by law, neither CITY nor Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this contract.

N. ENTIRE AGREEMENT

Contractor and CITY understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This contract shall not be modified or amended, except in writing, signed by both parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this 18th day of February, 2021.

CITY OF STEVENSON

CONTRACTOR

By: _____
Scott Anderson, its Mayor

By: _____

Jane Vail, PE
Principal Engineer
Name & Title

215 West 4th St.
Suite 200
Vancouver, WA 98660
Mailing Address

Approved as to form

360-695-7041
Telephone Number

Kenneth B Woodrich,
City Attorney

91-1944973
Federal Tax ID Number

601-823-546
UBI#

SCOPE OF WORK – EXHIBIT A

(Describe scope of services or attach proposal)

PROJECT BACKGROUND

The stormwater drainage system for Rock Creek Drive east of Rock Creek consists of a series of catch basins and a storm sewer draining through an outfall into Rock Creek. Over the years, sediment has accumulated in the Rock Creek channel, covering the outfall pipe. This has caused sediment to build up in the storm sewer pipe just upstream of the outfall, recently causing a blockage backup of stormwater during a rain event. A new stormwater outfall is required to prevent this problem from occurring again. In addition, the storm sewer is located under the proposed Rock Creek Pump Station, which is scheduled for construction in summer of 2021. Therefore, the stormwater improvements must be made before or during the pump station improvements, as it would be costly to install the storm pipe under the pump station after it is constructed. To complete this work quickly, the City of Stevenson (City) has retained Wallis Engineering (Wallis) to provide engineering services necessary for the stormwater improvement work.

The proposed improvements will consist of the following:

- Replacement of an existing stormwater manhole. The new manhole will include a sump to capture sediment that settles out, and may require frequent cleaning.
- Replacement of approximately 200 feet of storm sewer pipe from the sedimentation manhole to Rock Creek.
- A new outfall structure or energy dissipator in Rock Creek.

In addition to engineering services, environmental permitting and land use permitting is included in this scope of work.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

| <i>Consultant</i> | <i>Responsibilities</i> |
|--------------------------------|--------------------------------|
| Wallis Engineering (Wallis) | Civil Engineering |
| Klein & Associates (Klein) | Surveying |
| Ecological Land Services (ELS) | Environmental Permitting |
| E2 Land Services (E2) | Land Use Permitting |

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Wallis Engineering (Wallis) will provide full project management, administration, and coordination between all team members, City staff, funding agencies, regulatory authorities, and key stakeholders.

Task 1.1 Project Management and Administration

Wallis will provide comprehensive project management of this Project, including coordination of all team members, City staff, stakeholders, regulatory authorities, and funding agencies. Wallis Engineering will schedule and coordinate work with the City's Project Manager, and communicate work status on a regular basis and project issues as concerns arise. We will also provide quality assurance to ensure that all deliverables have been peer reviewed prior to submittal to the City.

Wallis will prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings will be subject to City review and approval.

We will prepare a detailed MS Project schedule that includes each task and subtask and key project milestones, and will update the schedule as changes to task timeframes occur.

Task 1 Assumptions:

- Project management is anticipated to span a 9-month period (February 2021 – October 2021), for the duration of design, construction management, and inspection.
- All meetings with City staff will be held at City of Stevenson or other venue of staff choice.
- Wallis will hold monthly project coordination video meetings or conference calls with the City.

Task 1 Deliverables:

- Project scope and fee.
- Meeting agendas and minutes for kickoff meeting.
- Meeting agendas and minutes for up to three (3) design meetings/workshops.
- Up to two (2) meetings with regulatory agencies.
- Project schedule and updates, as needed.
- Monthly progress billings on a time and materials basis per task with status reports.

TASK 2 SURVEY AND MAPPING

Objective:

Survey existing sites and facilities to provide a comprehensive base map for design. Previous survey work for the Rock Creek Pump Station and the Cascade Interceptor includes the full project area, but the stormwater manhole was buried and thus not surveyed. In addition, the outfall area was recently eroded and so the survey is needed to update the topography.

Task 2.1 Survey and Base Mapping

Klein will provide a survey and base map of the following features:

- The stormwater manhole rim and invert elevations and horizontal location
- Update elevations of the bank in the vicinity of the outfall into Rock Creek.

Wallis will add the new survey data into the existing base map for the project area.

Assumptions:

- Base maps will include the following features:
 - Contours at 1-foot elevations with active surface in Civil 3D 2018+.
 - Utilities with inverts for sanitary sewer and storm structures.

Deliverables:

- Base map in AutoCAD Civil 3D and PDF format

TASK 3 PERMITTING

Objective: To complete all permitting required for the project improvements.

3.1 Land Use Permitting

E2 will update the land use permit prepared for the WWTP and Collection System Improvement project to include the stormwater improvement work.

3.2 Environmental Permitting

ELS will lead the environmental permitting work on this project. Environmental permitting is expected to require a Critical Areas Report, Mitigation Plan, Biological Evaluation, Joint Aquatic Resource Permit Application and figure set, Corp of Engineers permit, NMFS review, ESA review, and Hydraulic Project Approval. ELS will coordinate with all regulatory agencies, Wallis, and the City as required to complete all environmental permitting for the project.

Task 3 Deliverables:

- Critical Areas Report
- JARPA and figure set
- HPA
- Mitigation Plan (if required)
- Biological Evaluation

Task 3 Assumptions:

- The City will pay all permitting application fees.
- The project will include work below the ordinary high-water mark, requiring a Corps of Engineers permit.
- Land use permitting will be completed as part of the WWTP and Collection System Improvement project.
- The improvements will not be permitted through the Corp of Engineers “emergency” process. The improvements may be permitted through the WDFW “emergency” process.
- Outfall discharge location will not change from existing.
- No wetland impacts are anticipated.
- Outfall modifications to provide supplemental fish habitat are not anticipated.

TASK 4 DESIGN

Objective: To produce contract documents for construction of the stormwater manhole, pipe and outfall.

4.1 50% Design

Wallis will prepare 50% plans and opinion of cost, to be submitted to the City for review. The 50% design will include a storm sewer plan and profile, sedimentation manhole detail, and outfall detail. A

technical memorandum summarizing the stormwater system design will be prepared if required by regulatory agencies.

4.2 90% Design

Based on the 50% design review comments, Wallis will refine the design and submit a 90% set of plans, specifications, and opinion of cost to the City for review.

4.3 100% Design

Based on the 90% review comments, Wallis will refine the design and submit a 100% set of plans, specifications, and opinion of cost for use in bidding.

Task 4 Assumptions:

- The new storm sewer will be located in same alignment, at a higher elevation to keep the outfall above the bottom of the Rock Creek channel.
- Outfall design will follow the guidance within the 2019 SWMMWW.
- Flow velocity of the outfall will be less than 10 feet per second.
- Water quality treatment will not be required.
- Geotechnical design report completed as part of the Rock Creek Pump Station project is sufficient for outfall repair design.
- No landscape architectural services will be required.
- The project will be bid either along with the 2021 Collection System Improvements Project as a separate bid schedule, or as a separate bid set.
- If the project is bid with the 2021 Collection System Improvements Project, the technical specifications will be in the Construction Specification Institute (CSI) format. If the project is bid as a separate bid set, the specifications will be in WSDOT format.
- Full-size, stamped, reproducible contract documents will be provided with the 100% submittal.
- Plan sheets prepared for each submittal will include the following:
 - Cover (1 sheet)
 - General Notes and Legend (1 sheet)
 - Storm Sewer Plan and Profile (1 sheet)
 - Details (1 sheet)

Task 4 Deliverables:

- 50% plans and opinion of cost.
- 90% and 100% plans, specifications, and opinion of cost.
- Technical Memorandum RE: Stormwater Design

TASK 5 BIDDING AND CONSTRUCTION PHASE SERVICES

Objective:

If requested by the City, Wallis will provide construction management, engineering, and quality control field inspection services.

Task 5.1 Bidding Phase Services

Support services will include coordinating with the City to prepare an electronic Invitation to Bid, manage a web-based bidding platform for the project, provide assistance to bidder inquiries, issue addenda as required, and attendance at the bid opening. Wallis Engineering will review the bids; prepare bid tabulation, and prepare a Recommendation of Award.

Task 5.2 Construction Engineering and Inspection

Wallis will provide the following construction management and engineering services:

- Conduct a pre-construction meeting with City staff, the Contractor, and regulatory agencies.
- Serve as the primary point of contact with the Contractor.
- Log and review all incoming submittals and return to the Contractor following comment. Prepare and manage submittal log.
- Attend weekly construction meetings with City Staff, Contractor, and other parties as appropriate.
- Review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with Contractor (and EDA and USDA as needed). Complete a final pay estimate at project completion.
- Coordinate traffic control changes with the Contractor as needed to establish a safe and efficient work zone.
- Coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.
- Review, negotiate, initiate and process contract change orders.

Task 5.3 Record Drawings

Wallis Engineering will prepare record drawings incorporating any field changes related to alignment, change orders, and other project modifications as noted by the Contractor and District inspector on a redlined set of plans. An electronic copy of the record drawings will be provided.

Task 5 Assumptions:

- No work will be completed under this task unless authorized by the City.
- Construction will span 15 working days of onsite work.
- Construction surveying, material and density testing will be completed by an independent testing firm hired by the Contractor.
- Record Drawings will be based on markups from the Contractor; no final field survey will be completed to support record drawings.
- Contractor will be responsible for permit compliance requirements during construction, including any stream turbidity monitoring or fish surveys.
- This scope does not include a post construction report for regulatory agencies. If regulatory agencies require a post construction report, additional work may be needed.

Task 5 Deliverables:

- Submittal log and submittal review comments.
- Requests for Information responses.
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite.
- Construction photographs.
- Construction pay estimates.
- Change order documentation.
- Record drawings in electronic format, and one full-size hard copy.

P:\14\1477C Rock Ck Stormwater Repair\100 Agmt\102 Working Docs\Prime\1477C Scope of Work.docx

PAYMENT FOR SERVICES & EXPENSE REIMBURSEMENT – EXHIBIT B

(Describe contract amount and terms, or attached proposal. Ensure payment terms are net 30 days or greater)

| | | AE | PE3 | PE2 | SE2 | T3 | A6 | A4 | A3 | Wallis Labor | Expenses | Subconsultants | | | Total Cost |
|---------------|------------------------------------------------|-----------|-----------|----------|------------|-----------|----------|-----------|----------|---------------------|------------------|---------------------|--------------------|--------------------|---------------------|
| | | | | | | | | | | | | ELS | E2 | Klein | |
| Task 1 | Project Management and Administration | \$147.00 | \$133.00 | \$128.00 | \$102.00 | \$112.00 | \$108.00 | \$91.00 | \$81.00 | | | | | | |
| 1.1 | Project Management and Administration | 4 | 16 | | 4 | | 4 | 2 | | \$ 3,738.00 | \$ 52.00 (M) | \$ - | \$ - | \$ - | \$ 3,790.00 |
| | TASK 1 SUBTOTAL | 4 | 16 | 0 | 4 | 0 | 4 | 2 | 0 | \$ 3,738.00 | \$ 52.00 | \$ - | \$ - | \$ - | \$ 3,790.00 |
| Task 2 | Survey and Mapping | | | | | | | | | | | | | | |
| 2.1 | Survey and Base Mapping | | | | 2 | 2 | | | | \$ 428.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ 1,428.00 |
| | TASK 2 SUBTOTAL | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | \$ 428.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ 1,428.00 |
| Task 3 | Permitting | | | | | | | | | | | | | | |
| 3.1 | Land Use Permitting | | 2 | | | | | | | \$ 266.00 | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,466.00 |
| 3.2 | Environmental Permitting | | 4 | | 4 | 8 | | | | \$ 1,836.00 | \$ - | \$ 31,800.00 | \$ - | \$ - | \$ 33,636.00 |
| | TASK 3 SUBTOTAL | 0 | 6 | 0 | 4 | 8 | 0 | 0 | 0 | \$ 2,102.00 | \$ - | \$ 31,800.00 | \$ 1,200.00 | \$ - | \$ 35,102.00 |
| Task 4 | Design | | | | | | | | | | | | | | |
| 4.1 | 50% Design | 2 | 24 | | 40 | 8 | | 2 | | \$ 8,644.00 | \$ - | \$ - | \$ - | \$ - | \$ 8,644.00 |
| 4.2 | 90% Design | 2 | 8 | | 16 | 8 | | 2 | | \$ 4,068.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,068.00 |
| 4.3 | 100% Design | 2 | 4 | | 8 | 8 | | 2 | | \$ 2,720.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,720.00 |
| | TASK 4 SUBTOTAL | 6 | 36 | 0 | 64 | 24 | 0 | 6 | 0 | \$ 15,432.00 | \$ - | \$ - | \$ - | \$ - | \$ 15,432.00 |
| Task 5 | Bidding and Construction Phase Services | | | | | | | | | | | | | | |
| 5.1 | Bidding Phase Services | 2 | 4 | | 4 | | | 2 | | \$ 1,416.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,416.00 |
| 5.2 | Construction Engineering and Inspection | 2 | 16 | | 36 | | | 2 | | \$ 6,276.00 | \$ 156.00 (M) | \$ - | \$ - | \$ - | \$ 6,432.00 |
| 5.3 | Record Drawings | | | | 2 | 4 | | | | \$ 652.00 | \$ - | \$ - | \$ - | \$ - | \$ 652.00 |
| | TASK 5 SUBTOTAL | 4 | 20 | 0 | 42 | 4 | 0 | 4 | 0 | \$ 8,344.00 | \$ 156.00 | \$ - | \$ - | \$ - | \$ 8,500.00 |
| | Project Subtotal | 14 | 78 | 0 | 116 | 38 | 4 | 12 | 0 | \$ 30,044.00 | \$ 208.00 | \$ 31,800.00 | \$ 1,200.00 | \$ 1,000.00 | \$ 64,252.00 |

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

| FEE SUMMARY | |
|----------------------------------------------------------|---------------------|
| Wallis Labor | \$ 30,044.00 |
| Wallis Expenses | \$ 208.00 |
| <i>(M) = Mileage at current IRS Rate, (P) = Printing</i> | |
| Subconsultants | |
| ELS | \$ 31,800.00 |
| E2 | \$ 1,200.00 |
| Klein | \$ 1,000.00 |
| TOTAL BUDGET | \$ 64,252.00 |



RATE SCHEDULE

Rate Schedule good through December, 31, 2021

| <u>Title</u> | <u>Range</u> | |
|----------------------------|--------------|----------|
| Associate Engineer | \$147.00 | \$147.00 |
| Senior Engineer | \$200.00 | \$200.00 |
| Engineering Manager I - VI | \$172.00 | \$197.00 |
| Project Engineer I - IX | \$119.00 | \$167.00 |
| Staff Engineer I - IV | \$99.00 | \$117.00 |
| Engineering Intern I - III | \$61.00 | \$68.00 |
| Designer | \$116.00 | \$140.00 |
| Landscape Architect | \$150.00 | \$150.00 |
| Construction Manager | \$130.00 | \$130.00 |
| Inspector | \$91.00 | \$107.00 |
| Technician I-IV | \$80.00 | \$118.00 |
| Administrative I – VI | \$48.00 | \$108.00 |

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ day of February, 2021 by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and BARTLETT CONSULTING, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibit "A." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

SECTION II Payment for Services & Expense Reimbursement

A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit "A." Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract.

B. TRAVEL

Contractor shall be reimbursed for actual transportation costs that are necessary for the performance of this contract, and which are pre-approved by the City Administrator. Any approved air travel by Contractor shall be limited to coach class (restricted fare). Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's current mileage reimbursement rate for business related travel. **If the Contractor is based outside Skamania County, any travel to and from the area shall require the prior approval of CITY's Clerk/Treasurer.**

C. TRAVEL EXPENSES

Contractor shall be reimbursed for the actual reasonable subsistence costs incurred, by Contractor, while traveling in performance of the services hereunder, not to exceed State per diem rates.

SECTION III

General Terms & Conditions

A. DURATION

This contract shall commence as of the date indicated below, and shall continue December 31st, 2021 or until terminated by either party giving the other party thirty (30) days written notice of such termination. Notice shall be deemed to have been given at the end of three (3) working days, after the deposit of the same in the United States mail, addressed to the other party, postage prepaid, at the address of the parties as hereinafter stated. In the event of cancellation by either party, the notice may specify the services that are to be performed after receipt of the notice until the date of termination. Unless stated otherwise, Contractor shall perform no further services upon receipt of notice of the termination. On or before termination or expiration of the thirty (30) day period, Contractor agrees to deliver to CITY all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for CITY. In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY's early termination of this contract.

B. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of CITY. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. Unless specifically restricted by this agreement, Contractor may hold itself out to the general public for the provision of similar services. Upon CITY's request, Contractor shall advise CITY of the approximate workload of its existing and new clients and the possibility of any conflicts of interest that may arise.

C. ASSIGNMENT

Contractor shall not assign any interest in this contract, and shall not transfer any such interest to any third party, without CITY's prior written consent. Any subcontract entered into by Contractor, for work covered by this agreement, shall require prior approval by CITY.

D. DISCLOSURE

Contractor agrees to keep confidential any information obtained by Contractor, or its employees, or any person under its control in the course of the services performed under this contract, and to refrain from publishing or revealing any information acquired by Contractor in the course of these services, without the written consent of CITY.

Any knowledge or information acquired or provided by the Contractor to CITY related to services performed under this contract shall not be considered confidential or proprietary unless such designation is approved, in writing, by CITY's City Administrator. However, regardless of the designation of information provided by the Contractor, CITY does

not waive attorney-client privilege or similar protections afforded by law.

E. DISPUTES

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon the filing of a legal action by the aggrieved party. During the pendency of any dispute, Contractor shall proceed diligently with the performance of this contract. It is further agreed by Contractor that litigation shall be limited and confined exclusively to the appropriate state court located within the State of Washington. **Venue shall be in Skamania County unless otherwise agreed to by CITY.** This contract shall be governed in accordance with the laws of the State of Washington.

F. NONWAIVER

The failure of CITY to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

During this contract, and for six (6) years thereafter, CITY shall have the right to inspect Contractor's records pertaining to this contract and to perform an audit in accordance with generally accepted audit standards. The Contractor shall make these records available without charge to CITY. Contractor agrees to either provide CITY with a copy of all records relating to the contract, or to retain such records for the applicable public records retention period and promptly provide them to CITY in order to fulfill any public records requests submitted during the retention period. Failure to promptly provide said records shall constitute a default of this agreement and entitle CITY to attorney fees and costs to recover the records, plus require Contractor to indemnify CITY against any statutory penalties for failure to promptly comply with a lawful public records request.

H. WORK PRODUCT

All "Work Product," which shall contain, without limitation, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of CITY. Contractor does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to CITY. CITY's rights to the Work Product shall survive termination of this contract.

I. INSURANCE - HOLD HARMLESS

Contractor shall procure and maintain, during the life of this contract, the insurance policies

and associated limits listed below to protect it, and any subcontractor performing work under this contract, from claims for damages from personal injury, including death resulting therefrom, as well as from claims for property damage which may arise under this contract, whether such work is performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Upon demand, Contractor shall provide CITY with copies of all applicable insurance policies.

| | |
|------------------------|---------------------------------------------|
| General Liability | \$1,000,000 per claim/\$2,000,000 aggregate |
| Automobile Liability | \$1,000,000 |
| Worker's Compensation | \$1,000,000 |
| Professional Liability | \$1,000,000 per claim |

CITY and Contractor ("Party" or "Parties") hereby agree to indemnify and hold harmless the other Party, its appointed and elective officers, and its employees, from and against any and all suits, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, as may be caused by the negligence or willful misconduct of the indemnitee, its agents or employees, (or anyone directly or indirectly employed or engaged by the indemnitee, including subcontractors) to perform or observe any term or condition of this contract, or for any act or inaction of the indemnitee in connection with or incident to the work covered by this contract. It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to that Party's negligence.

In any and all claims against CITY by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefits acts, AND THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

J. WARRANTY

Contractor agrees that services performed as specified in Exhibit "A" shall be performed in a manner consistent with the highest professional standards and industry practices acceptable in the trade.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted.

L. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

M. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, and to the fullest extent permitted by law, neither CITY nor Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this contract.

N. ENTIRE AGREEMENT

Contractor and CITY understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This contract shall not be modified or amended, except in writing, signed by both parties.

[Signatures appear on next page]

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

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Telephone Number

Kenneth B Woodrich,
City Attorney

Federal Tax ID Number

UBI#

SCOPE OF WORK – EXHIBIT A

(Describe scope of services or attach proposal)



Offer To:

Ben Shumaker, Planning Director
City of Stevenson
7121 E. Loop Road
Stevenson, WA 98648
1(509)427-5970
ben@ci.stevenson.wa.us

From:

Paul Thompson, Consultant
Urban Forestry Services | Bartlett Consulting
15119 McLean Rd,
Mount Vernon, WA 98273
1(360)428-5810 (office)
pthompson@bartlett.com

Date: February 18, 2021

Location of Work:

City of Stevenson, Washington

Overview:

The City of Stevenson has received a grant to conduct a tree inventory, prepare a management plan, engage the community, and train personnel. Bartlett Consulting submitted qualifications and interviewed with the City in January 2021. The City requested a fee proposal for Bartlett Consulting to perform these services. The following are the specific scope of services Bartlett Consulting shall provide and associated fees:

Specific Scope of Work:

Task 1 – Public Involvement Plan

- Project website; provide support for content (up to 3 hours.)
- Virtually interview Stevenson staff about challenges, goals, values, budgets, resources, and measures of success for public trees (up to 2 hours).
 - Work with city staff to identify up to 1,000 trees to include in the inventory.
- Virtually attend a Stevenson community meeting where we introduce the process of a tree inventory and management plan (up to 2 hours).
 - Ask for input on challenges, goals, and community values.
 - Provide opportunities for proactive community engagement.
- Identify key challenges and goals to be addressed in the inventory and management plan.

Deliverables:

- Public involvement plan -
- Project website
- Content for pre-project press release promoting the project and project website
- Content for public tree visioning meeting minutes
- Content for post-project summary story
- Content for bi-annual and final project reports

Task 2 - Tree Inventory

- Inventory trees designated by City of Stevenson staff in identified areas up to, but not exceeding, a quantity of 1,000 trees or completion of the specified area containing this quantity of trees. Exceptions include specific areas where groups of trees will be considered as one.



- Inventoried trees will be physically tagged/assigned with a corresponding number that will be referenced within the final deliverable(s).
- Additional Tree Inventory Specifications are provided after Task 4 below.

Deliverables: Provide City of Stevenson with access to ArborScope™ (see licensing agreement below)

- GPS-based tree inventory form with robust data dictionary based on DNR data standards
- Completed tree inventory
- Summary report on changes over time 1986, 2009, 2020 (up to 3 hours)
- GIS- and Google Earth-compatible map data displaying tree inventory
- City staff to perform quality assurance checks on collected data
- Four (4) partner agencies participating in inventory

Task 3 – Public Tree Management Plan

- Analyze the data on public trees related to challenges, goals, and measures of success in Task 1.
 - Include species, condition, maintenance, risk, mitigation actions, and costs
 - Develop pruning rotation and tree management plan
- Recommend actions across various priority levels to accomplish goals related to public trees included in the inventory.
 - Identify pathways for community engagement
 - Identify funding source and partnership opportunities
 - Identify opportunities to meet the Tree City USA requirements for further Washington state Urban Forestry Program assistance and education.
- Virtually meet with Stevenson staff to review key findings and recommendations (up to 2 hours).
- Virtually attend a Stevenson community meeting where Bartlett reviews key findings and recommendations (up to 4 hours).
- Incorporate Stevenson staff and community recommendations and edit draft Public Tree Management Plan.

Deliverables: Prepare a Public Tree Management Plan covering publicly owned trees.

- Three (3) Partner Agencies Participating in Management Plan.
- A list of ongoing, immediate, mid-range and long-range maintenance needs
- A decision matrix for selecting demonstration projects
- Three (3) actionable demonstration projects identified
- Actionable descriptions of selected demonstration projects
- Graphic illustrations of appropriate maintenance practices
- Maintenance log forms for tracking City changes to the tree inventory
- Procedures to update inventory and maps using maintenance logs

Task 4 – Maintenance Training

- Train on arboriculture and inventory maintenance for up to 12 hours. Suggested breakdown:
 - Virtual – Staff – Writing and enforcing pruning specifications (up to 2 hours)
 - In the field – Staff, contractors, and/or public – pruning techniques (up to 4 hours)



- In the field – Tree planting, care, and tree management education event to culminate the project (up to 4 hours)
- Virtual ArborScope™ training in inventory update (including maintenance logs), how to query data, produce and update maps, other data management and use (up to 2 hours)

Deliverables:

- Sixty (60) City Staff Training Hours
- Forty (40) Partner Agency and Public Training Hours

Additional Tree Inventory Specifications:

A professional Bartlett Tree Experts Regional Inventory Arborist with the International Society of Arboriculture (ISA) Certified Arborist® certification and ISA Tree Risk Assessment Qualification will perform this service, as set forth below. The service will be conducted to evaluate the structural integrity of the specified tree or trees and will include a report to the Client (and/or Owner) stating tree risk potential and recommendations for mitigating the risks associated with the designated subject tree(s).

Bartlett Tree Experts will perform the service in a safe, professional manner. The service can occur within 60 days of receiving a signed proposal, at a time mutually agreeable to the parties.

A separate proposal will be submitted for all recommended work.

- The tree inventory will include the use of a GPS device to record field information about trees identified during the tree inventory. The tree inventory will include the recording of such information as the need for; a more in-depth evaluation, a structural inspection of the tree trunk, a further inspection of roots/root flare, an aerial inspection of the tree, pruning, the installation of structural support systems, the installation of lightning protection systems, soil management, pest management, or the need for tree removal.
- Attributes collected for each tree will include:
 - Tree Identification Number
 - Tree Botanical Name and Common Name
 - DBH (Diameter at Breast Height, diameter at 4.5 feet height above grade)
 - Condition Class
 - Age Class (New planting, Young, Semi-mature, Mature, Over-mature)
 - Height Class (Large, Medium, Small)
 - Estimated Canopy Radius (+/-5 ft.)
 - Root Zone Infringement (<25%, 25-50%, 51-75%, >75%)
 - Soil Care (Root Invigoration™, Soil Rx®)
 - Tree and Shrub Work:
 - Recommendations such as Tree pruning, Tree removal, Cabling or brace rod installation, and/or Lightning protection system installation
 - Phase (ASAP, 1, 2, 3, 4, or 5)
 - Category (Risk mitigation, Maintenance, Developmental, Ornamental, Specialized)
 - Observed Tree Defects
 - Observed Pests/Diseases



- Plant Health Care Recommendations
- Estimated Tree Asset Value
- *Level 2 Basic Assessment* for Tree Risk:
 - Date of inspection
 - High-value *targets* within the *target zone* of the tree(s)
 - Description of tree part(s) and associated observed defect(s)
 - *Likelihood of failure, the likelihood of impact, and consequences*
 - *Overall risk rating* for the subject tree(s)
 - Risk mitigation recommendations and/or options
 - Recommendations for *Level 3 Advanced assessment*.
- If the estimated tree asset value has been selected as the desired attribute, Bartlett will use an average per square inch nursery price, size (DBH), species factor, condition factor, and location factor to estimate the tree's asset value. This is not intended to replace a tree appraisal.
- The tree inventory includes a *Level 2 Basic Assessment*, as defined in the *International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment* and *ANSI A300 Tree Risk Assessment Standard*:
 - The *Level 2 Basic Assessment* will be conducted from the ground.
 - The *Level 2 Basic Assessment* will be conducted for the *target(s)*, and estimated *occupancy rates*, determined after consultation with the Owner and/or after site review by the Regional Inventory Arborist, and mutually agreeable to the parties.
 - The *Level 2 Basic Assessment* will focus on identifying tree(s) or tree part(s) with a *probable or imminent likelihood of failure*, that is adjacent to the specific *target(s)* identified after consultation with the Owner and/or after site review by the Regional Inventory Arborist and could impact the *target(s)*.
 - Trees will be visually assessed following the *International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment* and/or applicable industry standards. The *likelihood of failure* assessment, the *likelihood of impacting a target* estimation, and *consequences of failure* categorization will occur in the field so the *overall risk rating* can be determined. The *overall risk rating* assigned to the inventoried tree will correspond to the highest risk rating associated with the inventoried tree. This rating scale will serve to help the Owner or tree manager prioritize and schedule remedial treatments.
 - The *time frame* to be considered for the assessment services described above will be 3 years. This means that the specified *time frame* is used by the assessor in the risk assessment process to help determine the *overall risk rating* of the assessed tree for that period. It does not mean that the *overall risk rating* will stay the same over the specified *time frame*. Per industry standards, the Owner should not consider the specified *time frame* a "guarantee period" for the risk assessment's *overall risk rating*.
 - Risk assessment information is to be considered valid and current at the time and date of inspection.



- Tree risk assessment definitions have been provided in the Tree Risk Assessment Definition document provided with this proposal.
- For some trees, failure potential and risk cannot always be assessed by visual inspection from the ground during *Level 2 Basic Assessments* without additional work being performed, such as; the removal of soil or mulch covering a root flare, a root collar excavation, or a climbing inspection. Any separate services necessary to perform the *Level 2 Basic Assessments* will be recommended as needed, and a cost estimate to perform these services will be provided separately from this estimate and the resulting report or deliverable(s).
- For some trees, more detailed *Level 3 Advanced Assessments* may be required before further analysis and assessment of observed decay or defects can take place, which may be conducted using one or more of the following; decay detection with a drill, decay detection with a resistance-recording drill, decay detection with sonic tomography, decay detection with a decay detection device, soil excavation around the root collar/roots, root decay detection through drilling, root collar decay detection through drilling, aerial inspection with a tree climber, aerial inspection with an aerial lift device, aerial inspection with a drone device, installation of a device to measure the change in trunk angle, load testing by putting a rope in the tree to apply force and monitor tree movement.
- If a *Level 2 Basic* or *Level 3 Advanced Assessment* is recommended by the assessor or requested by the Owner, a cost estimate to perform these services will be provided separately from this resulting report or deliverable(s).
- Recommendations for preventative and remedial actions as outlined in the *International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment* and applicable industry standards, will be provided for each tree designated with an *overall risk rating* above *low* to mitigate risk to acceptable levels, or for other treatment needs, as determined by the Owner. Treatment considerations can include, but are not limited to:
 - Pruning
 - Installation of supplemental structural supports
 - Installation of lightning protection systems
 - Regulate tree growth
 - Improve tree health with soil treatments
 - Improve tree health with pest management
 - Root collar excavation
 - Remove stem girdling
 - Remove tree
 - Move *target*
 - Restrict access for *target*
 - Reduce irrigation
 - Retain and monitor
 - Modify site
 - The need for follow-up inspections and analyses.



- The specific tree(s) described in the Specific Scope of Work will be the only tree(s) on the property visually assessed and included with these assessment services.
- Bartlett Tree Experts can inventory trees that have ropes courses, zip lines, swings, treehouses, or any other life support system attached for several different attributes; however, Bartlett Tree Experts is unable to provide tree risk assessment information on such trees, nor is Bartlett Tree Experts able to determine whether the correct hardware has been used, the systems are attached to the trees correctly, or whether the trees can withstand the additional forces that are placed on the tree or trees from such systems or structures. Bartlett Tree Experts does not recommend that any hardware or structures, other than those recommended by and installed by qualified arborists to aid the tree in structural support or protection from lightning, be installed in or attached to any tree(s). Bartlett Tree Experts recommends removing or discontinuing the use of, any such system or recreational structure until the Client hires or consults with an engineer/specialist that deals specifically with ropes courses, zip lines, swings, treehouses, or any other life support systems and how they attach to and impact trees to determine if the trees can handle the forces being placed on them.

If Bartlett Tree Experts observes an immediate safety issue with a tree with any such device attached, such as the presence of a dead, dying, or broken limb that could fall and injure a person or damage property, Bartlett Tree Experts may make a recommendation to remove or prune such a limb or otherwise mitigate the obvious safety issue. However, the Client should not infer that following such a recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

- Visual inspections will be performed and recommendations will be developed by ISA Certified Arborists who have had specific training in tree risk assessment.
- By signing this proposal, the Client (and/or Owner) is confirming that they own the property, or have been given permission by the Owner to make management decisions concerning the trees on the said property, in which case, confirmation of this permission will be provided to Bartlett Tree Experts. If the Client does not own the property, it will be the responsibility of the Client to inform the Owner of any risks, safety hazards, conditions, or defects as they relate to trees identified in the final deliverables provided by Bartlett Tree Experts, and a copy of the final deliverables will be provided to the Owner.

Condition of Proposal:

Prior to conducting the inventory and *Level 2 Basic Assessments*, the Owner must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an assessment including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the Owner must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this assessment is to help the Owner understand which trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous. As such, the Owner should not infer that any tree not identified as having an *imminent* or *probable likelihood of failure*, or not identified with a *moderate, high, or extreme overall risk rating*, or not having a condition rating of *poor*



or *dead*, or not having a tree and shrub work categorization of *risk mitigation*, or not having a tree and shrub work phase of *asap*, 1, or 2, is “safe” or will not fail in any manner.

All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the assessment, and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees. Bartlett Tree Experts can make no guarantees or warranties of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was assessed or not. Therefore, to the fullest extent permitted by law, the Owner agrees to indemnify and hold harmless Bartlett Tree Experts, its agents or employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the assessment, evaluation, inventory, and the performance of any recommended work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

ArborScope™ Licensing Agreement:

Subject to the acceptance of, and terms and conditions of, this full proposal, Bartlett Tree Experts grants the Owner as Licensee (Licensee) a non-exclusive, non-transferable limited license to use the ArborScope™ web-based data application in an executable format for the Licensee's own use for a three-year period beginning upon the date of the delivery of the tree inventory, basic management plan, and mapping data. The Licensee may not, however, transfer or sublicense the ArborScope™ web-based data application to any third party, in whole or in part, in any form, whether modified or unmodified. This limited license does not convey any ownership rights of the source code, or rights to modify the source code in any manner to the Licensee. The use of the ArborScope™ web-based data application is licensed, not sold.

This limited license allows the Licensee to utilize ArborScope™ to interface with Google® Mapping features to assist in managing the inventory information dynamically by displaying the data in tabular or geographic map views, keeping records, and documenting and displaying dedicated trees for organizational purposes. The Licensee must have and maintain a live internet connection, separately from this agreement, and utilize a recommended web browser to ensure optimum performance.

By accepting this agreement and limited license, the Licensee acknowledges that Bartlett Tree Experts retains the right to modify, change, or alter the ArborScope™ web-based data application, and to provide continual upgrades to the program. All such modifications, changes, alterations, and upgrades, during the initial three-year licensing period specified, shall be at no additional charge to the Licensee. If renewed, all subsequent modifications, changes, alterations, and upgrades during each renewal period shall be provided at no additional cost to the Licensee.

The Licensee understands and agrees that Bartlett Tree Experts will provide the ArborScope™ web-based data application on an “as is” basis without warranty of any kind, expressed or implied. The Licensee also understands and agrees that Bartlett Tree Experts cannot guarantee the accuracy of the data (both geographic and attributes) nor can it be held responsible for inaccuracies or omissions in the data.

The Licensee further understands and agrees that any damages based on the functionality of the ArborScope™ web-based data application will be limited solely and exclusively to the prorated licensing cost of the ArborScope™ web-based data application listed on this proposal. The



ArborScope™ web-based data application function is separate and distinct from the scope and cost of the inventory service, management plan, and mapping data listed above.

- **Renewal Option:**

At the end of the three-year licensing period specified above, provided that the Licensee is not in breach of its obligations according to this agreement, the Licensee will have the option to renew the limited license for a cost that will be determined by the current ArborScope™ licensing pricing schedule (pricing schedule at the time of the renewal) based on the Client's desired number of locations to be included with the three-year limited license for as long as the ArborScope™ web-based data application remains functional.

- **Information Retrieval:**

The information that is presented in ArborScope™ is the property of the Licensee. If the limited license is not renewed, or if the Licensee decides to stop using the ArborScope™ web-based data application before the end of a three-year limited license period, and wishes to retrieve the information, then upon written request by the Licensee, the information as it is on or near the date of the written request in ArborScope™ will be provided to the Licensee in shapefile or spreadsheet format within two weeks of the written notice.



Schedule of Payment:

- **Task 1 – Goal Setting:**.....\$3,500
- **Task 2 – Tree Inventory:**.....\$13,500
- **Task 3 – Management Plan:**.....\$12,000
- **Task 4 – Training:**.....\$8,000
- **Three-year limited license to use the Bartlett ArborScope™ application:**.....\$1,500

TOTAL:.....\$38,500

Additional Services and Fees:

Additional services will be provided upon request and approval of related fees. Additional work such as the inventory of additional trees or available planting spaces, additional meetings beyond those outlined above, or any other consulting services requested shall be billed upon approval by the client at \$150 per hour.

Invoicing Method:

Bartlett Tree Experts will invoice the Client upon completion of the service.

Notice of Right to Cancel:

You, the buyer, may cancel this transaction at any time before midnight of the third business day after the date of this agreement. Such cancellation may be made without penalty, or obligation, and shall entitle you to a full refund of any money provided as a down payment for services. Should you choose to cancel this agreement, you may do so by mailing a copy of this proposal with the word “canceled” with the date of cancellation and your signature, mail certified, receipt requested to the Bartlett Tree Experts office listed on the proposal, by delivering the canceled proposal in person to the listed office, or by sending any other written notice of your cancellation to the listed office. All money received as a down payment shall be returned within thirty days of receipt of any notice of cancellation.

Need for Future Inspections:

It shall be the responsibility of the Owner to ensure that future tree risk assessment inspections are conducted, by a qualified arborist, annually, or after any major weather event, to monitor and evaluate any changes in the condition of the risk associated with the trees on the aforementioned property.

Additional Terms and Conditions:

After reviewing the terms and conditions provided with this proposal, which become part of this agreement, please return the signed copy. If the Client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. If such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference.



**BARTLETT
CONSULTING**
A DIVISION OF THE F.A. BARTLETT TREE EXPERT COMPANY

Exhibit 'A'

**PROPOSAL FOR CONSULTING SERVICES
FOR THE STEVENSON PUBLIC TREE
INVENTORY AND MANAGEMENT PLAN**

Offer:

Bartlett Tree Experts will perform the above-referenced service in a safe, professional manner, following all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature: Paul Hans Thompson

Date: February 18, 2021

Printed Name: PAUL HANS THOMPSON

Authorization to Proceed:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature: _____

Date: _____

Printed Name: _____



General Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related consulting services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.

2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to: the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps,

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.

General Terms for Commercial Consulting Services

sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a *Level 1 Limited Visual*, *Level 2 Basic*, or *Level 3 Advanced assessment* of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any *risk ratings* and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all *risk ratings* used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an *imminent or probable likelihood of failure*, or not identified with a *moderate, high, or extreme risk rating*, or not having a condition rating of *poor* or *dead* is "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

2.16 Environmental Benefits Assessments

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree

General Terms for Commercial Consulting Services

- Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.
- 2.18 Remote Sensing and Tree Canopy Assessments**
- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as: the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.
 - (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.
- 2.19 Use of Drones and Drone-Related Equipment**
- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.
 - (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.
- 2.20 Decay Detection Devices**
- (a) The Client acknowledges that all decay detecting devices have limitations, and the use of any such device should be used to supplement information regarding the decay within a tree or trees, and not as the sole source of information.
 - (b) If the Work requires the use of a decay detection device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay detecting device to use based on the conditions present and the information needed to supplement and complete the Work.
- 2.21 Diagnostic Services**
- Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.
- 2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring**
- (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.
 - (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.
- 2.23 Irrigation and Recycled Water Assessments**
- (a) If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.
- 2.24 Bird, Water Fowl, and Wildlife Habitat Assessments**
- If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.
- 2.25 Endangered or Protected Species and Habitats**
- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
 - (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

General Terms for Commercial Consulting Services

2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plans, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plan, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

2.30 Trees and Subsidence Assessments

- (a) If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

**Article 3
TREE CONDITIONS**

3.1 Cables, Braces and Tree-Support Systems

The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the

General Terms for Commercial Consulting Services

- movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible
- (a) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.
- 3.2 Lightning Protection Systems**
- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.
- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.
- 3.3 Recreational Features**
- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.
- 3.4 Root Pruning**
- In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.
- 3.5 Stumps, Stump Grinding, Tree Grates**
- The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.
- 3.6 Client Trees in Hazardous Condition**
- If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an *extreme, high or moderate risk rating*, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.
- 3.7 Trees in Poor Health or a Severe State of Decline**
- The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.
- 3.8 Trees Planted and Maintained by Other Contractors**
- The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.
- 3.9 Trees with Cones and Large Seed Pods**
- The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.
- 3.10 Fire Damage**
- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms for Commercial Consulting Services

Article 4 DISPUTE RESOLUTION

4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

Article 5 MISCELLANEOUS

5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

5.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

5.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

| | |
|-------------------|---------------------------------------|
| Contractor: | Skamania County Chamber of Commerce |
| Reporting Period: | January, 2021 |
| Amount Due: | \$ 7,500.00 Monthly Contract Amount |
| | 490.00 Program Management Time |
| | <u>5,394.93</u> Monthly Reimbursables |
| | \$ 13,384.93 |

VISITOR STATISTICS

| | <u>Stevenson Office</u> |
|---------------------------------------------------|-------------------------|
| Walk-In Visitors: | 112 |
| Telephone Calls: | 45 |
| E-Mails: | 33 |
| Business Referrals: | 943 |
| Tracked Overnight Stays: | 18 |
| Mailings (student, relocation, visitor, letters): | 0 |
| Chamber Website Pageviews | 3,842 |
| COS Website Pageviews | 670 |

CHAMBER BUSINESS

Chamber Board Meeting: We held our January board meeting with a lengthy discussion on the Chamber's involvement in advocating for the safe re-opening of business and the Chamber's Annual Dinner video.

Chamber Membership: We had 2 new member join the Chamber and 20 membership renewals in January.

Chamber E-Newsletter: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons to over 1,100 recipients. We continued to send out an e-blast specifically for COVID-19 updates as needed.

Facebook Pages: The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest, Wind River Business Association as well as for the Chamber itself. We continue to manage our new Facebook page promoting take-out dining services in Skamania County. This is an effort to help all local restaurants through COVID-19.

Chamber Marketing, Projects, Action Items:

- Continue ordering/distributing PPE for businesses
- Updated Chamber website including adding a new membership renewal page and added new membership benefits for 2021 to benefits page
- Placed monthly ad to promote Chamber membership in Skamania Pioneer and River Talk Weekly
- Submitted press release for Chambers Annual Dinner video to Skamania Pioneer, Skamania Observer and River Talk Weekly
- Met with Annual Dinner Planning Committee, videographer Tom Sikora and video participants, wrote speeches, ordered trophies, and filmed video segments. Sold sponsorships and created/sold "dinner packages"
- Updated YouTube channel and uploaded Annual Dinner video
- Attended ribbon cutting at Skyline Health
- Placed co-op ad in Spring issue of The Gorge Magazine
- Created new itinerary pages for 2021 Experience Skamania Visitor Guide
- Apply for Port of Seattle Tourism Promotion Grant
- Advocated for safe re-opening of business by soliciting support for SB 5114 and setting up meeting with legal counsel for businesses to ask COVID questions.
- Attend Columbia Gorge Tourism Alliance meeting to create new Mid-Gorge and West-Gorge Food Trails
- Attended Columbia Gorge Tourism Alliance monthly board meeting
- Bi-weekly meetings with Washington Chamber Executives

County/Regional/State Meeting and Projects:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements, attend monthly meetings and manage the WRBA Facebook page.

Stevenson Downtown Association (SDA): Attended monthly SDA board meeting and recovery response team meetings as scheduled. Helped with check presentations/photo ops for Bricks and Clicks grant program. Met with Executive Director about SDA/SBA merger.

(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:

- Monthly meeting with NB Marketing for progress updates on our marketing plan
- Final touches on rebuild of City of Stevenson website; more photos, website links for all business listings, add Artbliss Hotel, remove closed businesses.
- Continue to promote Stevenson businesses on social media
- Placed ad in Columbia River Gorge Annual Guide
- Completed LTAC annual evaluation report
- Met with Port of Skamania and Pheonix Technologies about upgrading, adding to and managing webcams and weather station.
- Started planning Gorge Blues and Brews Festival – if we can have it!

2021 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

| | | |
|-----------|------------------------------------|--------------------|
| Program 2 | Promotional Products and Projects | |
| P2-D1 | Website | \$ 472.09 |
| P2-D2 | Social Media and Print Ad Creation | \$1,000.00 |
| P2-D5 | Ad Placements | \$ 730.32 |
| P2-D7 | Promotional Products | \$1,629.52 |
| P2-E | Wind River Publishing Ads | \$1,083.00 |
| P3-B | Christmas in the Gorge | \$ 480.00 |
| | | <u>\$ 5,394.93</u> |

2021 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

| | | | |
|-------|-------------------------------------------------|-------|------------------|
| P2-D2 | Marketing (print, social media, press releases) | 4 hrs | \$ 140.00 |
| P2-D1 | Website updates/web cams | 8 hrs | \$ 280.00 |
| P3-A | Gorge Blues and Brews | 2 hrs | \$ 70.00 |
| | | | <u>\$ 490.00</u> |

| | <i>2021 Budget</i> | <i>Current Request</i> | <i>Requested YTD</i> | <i>Remaining</i> |
|------------------------------|---------------------------|-------------------------------|-----------------------------|-------------------------|
| Total Program Promo Expenses | 80,000.00 | \$5,884.93 | \$5,884.93 | \$74,115.07 |

Stevenson Planning Commission Meeting Minutes

Monday, January 11, 2021

6:00 PM

The meeting was held remotely via the Zoom platform.

Attending: Planning Commissioners Auguste Zettler, Davy Ray, Jeff Breckel, Mike Beck.

Excused Absence: Chair Valerie Hoy-Rhodehamel

City Staff: Community Development Director Ben Shumaker

Public attendees: Mary Repar

Commissioner Mike Beck volunteered to lead the meeting temporarily. He called the meeting to order at 6:07 p.m. and conducted roll call for attendance. **Commissioner August Zettler, Vice-Chair** arrived at 6:08 p.m. to chair the meeting.

A. Preliminary Matters

1. Public Comment Expectations: Chair Selects Public Comment Option

Acting Chair Zettler asked commenters to keep their remarks limited to 3 minutes. He reminded people how to use the tools provided to offer comments. (*6 to raise hand & *9 to unmute.)

2. **Motion** to approve the minutes from the December 14th, 2020 Planning Commission Meeting as presented was made by **Commissioner Breckel** with a second provided by **Commissioner Beck**.

- Voting aye: **Commissioners Breckel, Beck, Ray and Zettler.**
- Voting nay: **None**

3. Public Comment Period

>Public comment was provided by Mary Repar. She suggested taxing second homes in Stevenson to generate funds to build affordable housing for residents. She noted over 40 children considered homeless are attending school in Stevenson. She indicated she would provide additional comments regarding public access to Rock Creek through Iman Cemetery at a later time in the meeting.

B. New Business

4. Annual Elections: Establishing a Planning Commission Chair and Vice-Chair

Valerie Hoy-Rhodehamel was nominated to serve as Planning Commission Chair for 2021 by **Commissioner Beck**. **Acting Chair Zettler** seconded the motion.

- Voting aye: **Commissioners Breckel, Beck, Ray and Zettler.**

- Voting nay: None

Auguste Zettler was nominated by **Commissioner Breckel** to serve as Planning Commission Vice-Chair for 2021. **Commissioner Beck** seconded the motion.

- Voting aye: **Commissioners Breckel, Beck, Ray and Zettler.**
- Voting nay: None

C. Old Business

5. Planning Commission Bylaws: Amendment (1st Review)

Community Development Director Ben Shumaker and Commissioners discussed several revisions to the current Planning Commission by-laws. One clarified residency requirements for Planning Commission members, including the one at-large position. A second revision provided guidance on electing a replacement Chair or Vice-Chair when a vacancy occurs. A third change corrected a minor spelling error. The proposed changes will be considered for approval at the February 2021 PC meeting. **Commissioner Zettler** received confirmation that if a current member moves they would have to resign their position.

6. Iman Cemetery Road Vacation: Draft Letter to City Council

Shumaker presented for review the draft letter to the Stevenson City Council regarding the Planning Commission's recommendations on the proposed Iman Cemetery Road Vacation. **Commissioner Breckel** requested a fourth point be added to acknowledge the PC's respect for and understanding of land owner's interests in order to avoid creating an attractive nuisance that may lead to potential trespassing.

A brief discussion between Commission members was held regarding alternative routes for the public to access Rock Creek.

>Mary Repar stated there is a need for public access to Rock Creek. She said property owners knew what they were buying when they purchased the site. She pointed out the Cemetery District had also requested the road be kept open.

Commissioner Beck pointed out the letter was intended to provide the City Council an offer from the Planning Commission to help review or establish any public access and/or property acquisition plans required by the state in order to vacate streets. Any decision would be made by the City Council.

Commissioner Ray asked if affected homeowners had been invited to provide input. **Shumaker** related there had been a subcommittee established in part to solicit public comments in order to balance multiple interests.

Commissioner Zettler requested and received a 'thumbs-up' demonstrating consensus among the Commission members to have **Shumaker** add the information requested and submit the letter to the City Council for consideration.

7. Land Division Code Amendment: Application & Review

Community Development Director Shumaker initiated general discussion on several proposed changes to SMC Title 16, (related to Short Subdivisions, Subdivisions, and Boundary Line Adjustments) and SMC Title 17 (related to Zoning.)

Shumaker noted the changes under discussion would amend timelines for decisions regarding application reviews. No specific policy guidance points were highlighted to discuss. The intent of the changes is to move to the use of calendar days only rather than the current practice of using both working days and calendar days to determine timelines. The proposed changes are explained below:

1) **Short Plats:** Currently 45 days (unspecified calendar or working), with an interim deadline of 20 working days. The proposal lengthens this timeline to 56 calendar days to incorporate the 28- calendar day period for determination of completeness, a 21-calendar day period for comments from outside the Planning Department, and the balance to incorporate comments into a decision.

2) **Subdivisions:** Currently, no timeline is specified. The proposal establishes a maximum 56- calendar day period between submittal of a fully complete application and the Planning Commission hearing.

3) **Boundary Line Adjustments:** Currently 20 working days, within an interim deadline of 10 working days. The proposal lengthens the timeline however the specifics have not yet been developed, likely to be between 35 and 42 calendar days.

After reviewing the proposed changes the Commissioners declared their approval of them, noting that clarity and certainty are important. **Commissioner Breckel** stated he was in favor of the maximum timeline set for Subdivisions. Consensus was again provided by the Commissioners through a ‘thumbs-up’ process.

Shumaker related when all proposed changes to the Land Division Code have been reviewed by the Planning Commission he will release the document as one packet and invite public comment on all the revisions.

D. Discussion

8. Staff & Commission Reports:

Shumaker provided an update on the following items:

1st Street Overlook/Columbia Street Realignment: A southwest connection to the footpath under the railroad has been added. A presentation on Columbia Avenue will be given at the City Council meeting on January 21st, 2021. Soil samples from under the roadway are being taken to determine if any remediation will be needed. A Department of Ecology integrated planning grant for brownfields is being sought.

C1 Parking Amendments: There has been slow progress in amending parking regulations in the C1 district. **Shumaker** reminded Commission members of the work started several months ago following recommendations made in the downtown plan.

Commissioner Beck spoke of his work with Kelly O'Malley-O'Keefe with the Stevenson Downtown Association in providing a survey to business and property owners regarding an inventory of parking sites in the area. There have been delays in getting the survey out. He shared the city would like to have the parking inventory completed to use for grant applications. The Commissioners discussed ways to distribute the survey. **Shumaker** noted he is working on an expanded spread sheet for analysis of survey results when they do come in.

Metropolitan Parks District (Pool) Proposition: A special election will be held on February 9, 2021 seeking voter approval of a metropolitan park district. The district will encompass the City of Stevenson and some portions of the surrounding area.

R3 Zoning Text Amendments: The City Council will hold a second reading on ordinance 2020-1166 with text amending the Stevenson Zoning Code (SMC Title 17) providing greater flexibility and requiring public sewer service for development in the R3 Multi-family Residential District at the January 21, 2021 Council meeting.

Planning Commission Minutes Format

A brief follow-up discussion on the Planning Commission meeting minutes format was held.

Shumaker related the Stevenson City Council will have their first set of action minutes to review at the January 21st Council meeting and he will report on their response. **Commissioner Zettler** noted he preferred having more information relating to meeting discussions in the minutes. **Zettler** asked how the public can access meeting recordings, and **Shumaker** advised he would check how the City Council provides access. He related a new City Council member will be in place soon and suggested arranging a joint meeting with the City Council to discuss local issues, noting the last joint PC/CC meeting was in 2016.

Shorelines Management Program: Shumaker reported the Washington Department of Ecology had drafted requested and required changes to Stevenson's Shoreline Management Plan. He is working with them to ensure clarity and understanding regarding their revisions.

9. Thought of the Month: **Commissioner Beck** expressed positive hope for the New Year.

E. Adjournment

Acting Chair Zettler declared the meeting adjourned at 7:08 p.m.

Minutes recorded by Johanna Roe



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|--------------------------------|------------------------|
| Animal - Barking Dog | 1 |
| Business Establishment Alarm | 8 |
| Citizen Assist | 2 |
| Citizen Dispute | 3 |
| Civil Process | 2 |
| Domestic Violence | 5 |
| Eluding / Attempt to Elude | 1 |
| Fireworks Problems | 1 |
| Found Property | 2 |
| Hospice | 3 |
| Information Report | 4 |
| Intoxicated Person | 1 |
| Jail Problems/Inmate Problems | 1 |
| Loitering | 1 |
| Lost Property | 1 |
| Medical Emergency | 21 |
| Mental Health Problems | 1 |
| Patrol Request | 1 |
| Traffic Collision Prop Damage | 1 |
| Traffic Accident, w/ Injuries | 1 |
| Request Traffic Enforcement | 2 |
| Residential Alarm | 2 |
| Sex Offense/Abuse | 1 |
| Shooting Noise | 1 |
| Smoke sighting, smell, etc | 1 |
| Suspicious Substance | 1 |
| Suspicious Person/Circumstance | 8 |
| Theft Other Property | 4 |
| Threats | 1 |
| Traffic Hazard | 3 |
| Traffic Stop | 4 |
| Trespassing | 2 |
| Unsecure Premise | 1 |
| Power/Gas/Water Problems | 4 |
| Vagrancy | 1 |
| Vandalism/Mailic Misch | 5 |
| Violation Court Orders | 1 |
| Wanted Person - Warrant | 2 |
| Welfare Check | 4 |
| Wild/Brush Fire | 1 |
| Wind Surfing Problem | 1 |

Total reported: 111

Report Includes:

All dates between `00:00:00 01/01/21` and `00:00:00 02/01/21`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

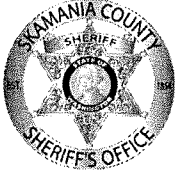
Law Total Incident Report, by Nature of Incident

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Citizen Dispute | 1 |
| Domestic Violence | 1 |
| Intoxicated Person | 1 |
| Threats | 1 |
| Trespassing | 1 |
| Vicious Animals | 1 |

Total reported: 6

Report Includes:

All dates between `00:00:00 01/01/21` and `00:00:00 02/01/21`, All agencies matching `SCSO`, All natures, All locations matching `22`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

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

Total reported: 1

Report Includes:

All dates between `00:00:00 01/01/21` and `00:00:00 02/01/21`, 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> |
|------------------|---------------------------|--------------|
| 46.20.342 | DR W/LIC PRIV SUSP | 3 |
| 46.20.740.2 | Fail to Equip w/Interlock | 1 |
| 46.30.020 | Driving Without Insurance | 1 |
| 46.61.400 | SPEEDING | 3 |
| 9A.46.020 | HARASSMENT | 2 |
| 9A.48.090 | MAL MISCH 3RD DGREE | 2 |

| | |
|----------------------|-----------|
| Report Totals | 12 |
|----------------------|-----------|

Report Includes:

All dates of issue between '00:00:00 01/01/21' and '00:00:00 02/01/21', All agencies matching 'SCSO', All issuing officers, All areas matching '21', All courts, All offense codes, All dispositions, All citation/warning types

TREASURERS REPORT

Fund Totals

City Of Stevenson

Time: 10:47:09 Date: 02/11/2021

01/01/2021 To: 01/31/2021

Page: 1

| Fund | Previous Balance | Revenue | Expenditures | Ending Balance | Claims Clearing | Payroll Clearing | Outstanding Deposits | Adjusted Ending Balance |
|-----------------------------------------------|------------------|------------|--------------|---------------------|-----------------|------------------|----------------------|-------------------------|
| 001 General Expense Fund | 870,332.64 | 56,946.21 | 81,667.39 | 845,611.46 | 4,151.00 | 1,904.52 | -70.00 | 851,596.98 |
| 010 General Reserve Fund | 326,705.62 | 0.00 | | 326,705.62 | 0.00 | 0.00 | 0.00 | 326,705.62 |
| 020 Fire Reserve Fund | 1,564,616.67 | 0.00 | | 1,564,616.67 | 0.00 | 0.00 | 0.00 | 1,564,616.67 |
| 100 Street Fund | 310,728.82 | 26,571.43 | 27,591.84 | 309,708.41 | 0.00 | 40.16 | 0.00 | 309,748.57 |
| 103 Tourism Promo & Develop Fund | 616,600.17 | 20,257.99 | 1,067.75 | 635,790.41 | 9,256.22 | 2.05 | 0.00 | 645,048.68 |
| 105 Affordable Housing Fund | 1,215.61 | 272.04 | | 1,487.65 | 0.00 | 0.00 | 0.00 | 1,487.65 |
| 300 Capital Improvement Fund | 107,273.57 | 2,936.26 | | 110,209.83 | 0.00 | 0.00 | 0.00 | 110,209.83 |
| 309 Russell Ave | -119.36 | 0.00 | | -119.36 | 0.00 | 0.00 | 0.00 | -119.36 |
| 311 First Street | -40,966.57 | 0.00 | | -40,966.57 | 39,906.90 | 0.00 | 0.00 | -1,059.67 |
| 400 Water/Sewer Fund | 887,536.97 | 131,373.94 | 76,293.16 | 942,617.75 | 22,053.68 | 96.18 | -2,485.60 | 962,282.01 |
| 406 Wastewater Short Lived Asset Reserve Fund | 21,779.00 | 0.00 | | 21,779.00 | 0.00 | 0.00 | 0.00 | 21,779.00 |
| 408 Wastewater Debt Reserve Fund | 61,191.00 | 0.00 | | 61,191.00 | 0.00 | 0.00 | 0.00 | 61,191.00 |
| 410 Wastewater System Upgrades | -57,601.53 | 5,400.00 | 12,007.00 | -64,208.53 | 0.00 | 0.00 | 0.00 | -64,208.53 |
| 500 Equipment Service Fund | 190,947.57 | 5,170.48 | 13,552.46 | 182,565.59 | 0.00 | 6.08 | 0.00 | 182,571.67 |
| 630 Stevenson Municipal Court | 0.00 | 398.86 | 398.86 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 4,860,240.18 | 249,327.21 | 212,578.46 | 4,896,988.93 | 75,367.80 | 2,048.99 | -2,555.60 | 4,971,850.12 |

TREASURERS REPORT

Account Totals

City Of Stevenson

01/01/2021 To: 01/31/2021

Time: 10:47:09 Date: 02/11/2021

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| Cash Accounts | | Beg Balance | Deposits | Withdrawals | Ending | Outstanding Rec | Outstanding Exp | Adj Balance |
|---------------------|---------------------|--------------|------------|-------------|--------------|-----------------|-----------------|---------------------|
| 1 | Checking | 1,969,212.29 | 217,317.10 | 207,617.63 | 1,978,911.76 | -1,186.37 | 77,416.79 | 2,055,142.18 |
| 10 | Xpress Bill Pay | 31,228.40 | 26,945.38 | 0.00 | 58,173.78 | -1,369.23 | 0.00 | 56,804.55 |
| 11 | Cash Drawer | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 100.00 |
| 12 | Petty Cash | 400.00 | 0.00 | 0.00 | 400.00 | 0.00 | 0.00 | 400.00 |
| 20 | Opus | 71,944.28 | 0.61 | 0.00 | 71,944.89 | 0.00 | 0.00 | 71,944.89 |
| Total Cash: | | 2,072,884.97 | 244,263.09 | 207,617.63 | 2,109,530.43 | -2,555.60 | 77,416.79 | 2,184,391.62 |
| Investment Accounts | | Beg Balance | Deposits | Withdrawals | Ending | Outstanding Rec | Outstanding Exp | Adj Balance |
| 5 | LGIP | 871,985.15 | 103.29 | 0.00 | 872,088.44 | 0.00 | 0.00 | 872,088.44 |
| 6 | US Bank Safekeeping | 1,915,370.06 | 0.00 | 0.00 | 1,915,370.06 | 0.00 | 0.00 | 1,915,370.06 |
| Total Investments: | | 2,787,355.21 | 103.29 | 0.00 | 2,787,458.50 | 0.00 | 0.00 | 2,787,458.50 |
| | | 4,860,240.18 | 244,366.38 | 207,617.63 | 4,896,988.93 | -2,555.60 | 77,416.79 | 4,971,850.12 |

TREASURERS REPORT
Fund Investments By Account

City Of Stevenson

Time: 10:47:09 Date: 02/11/2021
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01/01/2021 To: 01/31/2021

| Fund Totals: | Previous Balance | Purchases | Interest | Total Investments | Liquidated | Ending Balance |
|-----------------------------------------|---------------------|-------------|---------------|-------------------|------------|---------------------|
| 001 000 General Expense Fund | 204,055.68 | | 35.42 | 35.42 | | 204,091.10 |
| 100 000 Street Fund | 26,019.55 | | 4.52 | 4.52 | | 26,024.07 |
| 103 000 Tourism Promo & Develop Fund | 231,436.04 | | 40.17 | 40.17 | | 231,476.21 |
| 300 000 Capital Improvement Fund | 6,277.18 | | 1.09 | 1.09 | | 6,278.27 |
| 400 000 Water/Sewer Fund | 108,635.90 | | 18.86 | 18.86 | | 108,654.76 |
| 500 000 Equipment Service Fund | 18,649.59 | | 3.23 | 3.23 | | 18,652.82 |
| 5 - LGIP | <u>595,073.94</u> | <u>0.00</u> | <u>103.29</u> | <u>103.29</u> | | 595,177.23 |
| 001 000 General Expense Fund | 426,007.30 | | | | | 426,007.30 |
| 103 000 Tourism Promo & Develop Fund | 320,389.34 | | | | | 320,389.34 |
| 300 000 Capital Improvement Fund | 25,546.87 | | | | | 25,546.87 |
| 400 000 Water/Sewer Fund | 285,575.30 | | | | | 285,575.30 |
| 500 000 Equipment Service Fund | 10,217.77 | | | | | 10,217.77 |
| 6 - US Bank Safekeeping | <u>1,067,736.58</u> | <u>0.00</u> | <u>0.00</u> | | | 1,067,736.58 |
| | <u>1,662,810.52</u> | <u>0.00</u> | <u>103.29</u> | <u>103.29</u> | | 1,662,913.81 |

TREASURERS REPORT

Fund Investment Totals

City Of Stevenson

01/01/2021 To: 01/31/2021

Time: 10:47:09 Date: 02/11/2021

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| Fund Totals: | Previous Balance | Purchases | Interest | Ttl Investments | Liquidated | Investment Bal | Available Cash |
|-----------------------------------------------|------------------|-----------|----------|-----------------|------------|----------------|----------------|
| 001 General Expense Fund | 630,062.98 | | 35.42 | 35.42 | | 630,098.40 | 215,513.06 |
| 010 General Reserve Fund | | | | | | 0.00 | 326,705.62 |
| 020 Fire Reserve Fund | | | | | | 0.00 | 1,564,616.67 |
| 100 Street Fund | 26,019.55 | | 4.52 | 4.52 | | 26,024.07 | 283,684.34 |
| 103 Tourism Promo & Develop Fund | 551,825.38 | | 40.17 | 40.17 | | 551,865.55 | 83,924.86 |
| 105 Affordable Housing Fund | | | | | | 0.00 | 1,487.65 |
| 300 Capital Improvement Fund | 31,824.05 | | 1.09 | 1.09 | | 31,825.14 | 78,384.69 |
| 309 Russell Ave | | | | | | 0.00 | -119.36 |
| 311 First Street | | | | | | 0.00 | -40,966.57 |
| 400 Water/Sewer Fund | 394,211.20 | | 18.86 | 18.86 | | 394,230.06 | 548,387.69 |
| 406 Wastewater Short Lived Asset Reserve Fund | | | | | | 0.00 | 21,779.00 |
| 408 Wastewater Debt Reserve Fund | | | | | | 0.00 | 61,191.00 |
| 410 Wastewater System Upgrades | | | | | | 0.00 | -64,208.53 |
| 500 Equipment Service Fund | 28,867.36 | | 3.23 | 3.23 | | 28,870.59 | 153,695.00 |
| | 1,662,810.52 | | 103.29 | 103.29 | | 1,662,913.81 | 3,234,075.12 |

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

4,896,988.93

TREASURERS REPORT

Outstanding Vouchers

City Of Stevenson

As Of: 01/31/2021 Date: 02/11/2021

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| Year | Trans# | Date | Type | Acct# | War# | Vendor | Amount | Memo |
|-----------------------|--------|------------|----------|-------|-------|------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2021 | 210 | 01/28/2021 | Tr Rec | 1 | | Building Permit Customer | 35.00 | |
| 2021 | 211 | 01/28/2021 | Tr Rec | 1 | | Building Permit Customer | 35.00 | |
| 2021 | 214 | 01/28/2021 | Util Pay | 1 | | Xpress Billpay | 75.00 | Xpress Import - CC - 01-28-2021__daily_batch.csv |
| 2021 | 215 | 01/29/2021 | Tr Rec | 1 | | Master Home LLC | 357.00 | CS20-006 Master Homes Meter Installation |
| 2021 | 216 | 01/31/2021 | Util Pay | 1 | | Xpress Billpay | 517.69 | Xpress Import - CC - 01-29-2021__daily_batch.csv |
| 2021 | 219 | 01/31/2021 | Util Pay | 1 | | Xpress Billpay | 166.68 | Xpress Import - CC - 01-31-2021__daily_batch.csv |
| Receipts Outstanding: | | | | | | | <u>1,186.37</u> | |
| 2021 | 201 | 01/29/2021 | Payroll | 1 | EFT | Colonial Life | 202.27 | Pay Cycle(s) 01/31/2021 To 01/31/2021 - Disability; Pay Cycle(s) 01/31/2021 To 01/31/2021 - Life Insurance; Pay Cycle(s) 01/31/2021 To 01/31/2021 - Accident |
| 2020 | 2809 | 11/30/2020 | Payroll | 1 | 14780 | Annie McHale | 276.29 | PP 11.01.20-11.30.20 |
| 2020 | 2827 | 11/30/2020 | Payroll | 1 | 14784 | Ska CO Council on Domestic Violence & Se | 276.29 | Pay Cycle(s) 11/30/2020 To 11/30/2020 - SCCDVSA |
| 2020 | 2910 | 12/07/2020 | Payroll | 1 | 14797 | Adam M Johnston | 103.44 | |
| 2020 | 2983 | 12/10/2020 | Claims | 1 | 14848 | Skamania County Prosecutor | 1,333.00 | December 2020 Remittance |
| 2020 | 2991 | 12/10/2020 | Claims | 1 | 14856 | USA Bluebook | 146.20 | Manhole Covers |
| 2020 | 3096 | 12/31/2020 | Payroll | 1 | 14869 | Ska CO Council on Domestic Violence & Se | 138.14 | Pay Cycle(s) 12/01/2020 To 12/31/2020 - SCCDVSA |
| 2020 | 3111 | 12/30/2020 | Claims | 1 | 14884 | Professional Quality Roofing LLC | 18,000.00 | Roof for Water Treatment Plant-50% of Contract |
| 2020 | 3170 | 12/31/2020 | Claims | 1 | 14897 | BSK Associates | 1,954.00 | December 2020 WWTP Samples; December 2020 Water Samples |
| 2020 | 3172 | 12/31/2020 | Claims | 1 | 14899 | City of Hood River | 1,606.28 | July-December 2020 Sludge Hauling |
| 2020 | 3177 | 12/31/2020 | Claims | 1 | 14904 | Gregory Scott Cheney | 555.00 | December 2020 Indigent Defense - Morgan, Christopher - CR0022410; December 2020 Indigent Defense -Sosa, Ruben - 20-001031 - Westbrook, Cynthia - CR0022352 |
| 2020 | 3187 | 12/31/2020 | Claims | 1 | 14914 | Stevenson Downtown Association | 9,256.22 | December 2020 Invoice |
| 2020 | 3193 | 12/31/2020 | Claims | 1 | 14920 | WSP USA, Inc | 39,906.90 | First Street Pedestrian Amenities Overlook |
| 2021 | 87 | 01/21/2021 | Claims | 1 | 14922 | Association of WA Cities | 926.00 | 2021 Annual City Membership |
| 2021 | 94 | 01/21/2021 | Claims | 1 | 14929 | Evergreen Rural Water of Washington | 347.20 | Annual Membership Dues |
| 2021 | 104 | 01/21/2021 | Claims | 1 | 14939 | Skamania County Prosecutor | 1,337.00 | January 2021 Remittance |
| 2021 | 180 | 01/31/2021 | Payroll | 1 | 14948 | Michael Beck | 69.07 | PP 01.01.21-01.31.21 |
| 2021 | 189 | 01/31/2021 | Payroll | 1 | 14949 | Annie McHale | 138.14 | PP 01.01.21-01.31.21 |
| 2021 | 206 | 01/29/2021 | Payroll | 1 | 14952 | HRA VEBA Trust Contributions | 500.00 | Pay Cycle(s) 01/31/2021 To 01/31/2021 - HRA VEBA |
| 2021 | 207 | 01/29/2021 | Payroll | 1 | 14953 | Ska CO Council on Domestic Violence & Se | 138.14 | Pay Cycle(s) 01/31/2021 To 01/31/2021 - SCCDVSA |
| 2021 | 208 | 01/29/2021 | Payroll | 1 | 14954 | WGAP Washington Gorge Action Program | 207.21 | Pay Cycle(s) 01/31/2021 To 01/31/2021 - Food Bank |

TREASURERS REPORT

Outstanding Vouchers

City Of Stevenson

As Of: 01/31/2021 Date: 02/11/2021
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| Year | Trans# | Date | Type | Acct# | War# | Vendor | Amount | Memo |
|-----------------------|--------|------------|----------|-------|------|----------------|-----------|---------------------------------------------------|
| | | | | | | | 77,416.79 | |
| 2021 | 217 | 01/31/2021 | Util Pay | 10 | | Xpress Billpay | 125.17 | Xpress Import - EFT - 01-29-2021__daily_batch.csv |
| 2021 | 218 | 01/31/2021 | Util Pay | 10 | | Xpress Billpay | 266.58 | Xpress Import - EFT - 01-30-2021__daily_batch.csv |
| 2021 | 220 | 01/31/2021 | Util Pay | 10 | | Xpress Billpay | 977.48 | Xpress Import - EFT - 01-31-2021__daily_batch.csv |
| Receipts Outstanding: | | | | | | | 1,369.23 | |
| | | | | | | | 77,416.79 | |

| Fund | Claims | Payroll | Total |
|----------------------------------|-----------|----------|-----------|
| 001 General Expense Fund | 4,151.00 | 1,904.52 | 6,055.52 |
| 100 Street Fund | 0.00 | 40.16 | 40.16 |
| 103 Tourism Promo & Develop Fund | 9,256.22 | 2.05 | 9,258.27 |
| 311 First Street | 39,906.90 | 0.00 | 39,906.90 |
| 400 Water/Sewer Fund | 22,053.68 | 96.18 | 22,149.86 |
| 500 Equipment Service Fund | 0.00 | 6.08 | 6.08 |
| | 75,367.80 | 2,048.99 | 77,416.79 |

TREASURERS REPORT

Signature Page

City Of Stevenson

01/01/2021 To: 01/31/2021

Time: 10:47:09 Date: 02/11/2021

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We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
City Administrator / Date Deputy Clerk-Treasurer / Date

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

Page: 1

001 General Expense Fund Months: 01 To: 01

| Revenues | Amt Budgeted | Revenues | Remaining | |
|-----------------------------------------------|---------------------|-------------------|---------------------|---------------|
| 100 Unreserved | 598,764.85 | 785,783.69 | (187,018.84) | 131.2% |
| 102 Unemployment Reserve | 33,413.82 | 33,413.82 | 0.00 | 100.0% |
| 104 Custodial Reserve | 51,135.13 | 51,135.13 | 0.00 | 100.0% |
| 308 Beginning Balances | 683,313.80 | 870,332.64 | (187,018.84) | 127.4% |
| 311 Property Tax | 486,702.34 | 4,333.60 | 482,368.74 | 0.9% |
| 313 Sales Tax | 245,000.00 | 18,621.84 | 226,378.16 | 7.6% |
| 316 Utility Tax | 35,500.00 | 18,114.84 | 17,385.16 | 51.0% |
| 317 Other Tax | 16,000.00 | 7,809.02 | 8,190.98 | 48.8% |
| 310 Taxes | 783,202.34 | 48,879.30 | 734,323.04 | 6.2% |
| 321 Licenses | 2,900.00 | 190.00 | 2,710.00 | 6.6% |
| 322 Permits | 0.00 | 0.00 | 0.00 | 0.0% |
| 320 Licenses & Permits | 2,900.00 | 190.00 | 2,710.00 | 6.6% |
| 330 Grants | 261,000.00 | 0.00 | 261,000.00 | 0.0% |
| 335 State Shared | 11,000.00 | 0.00 | 11,000.00 | 0.0% |
| 336 State Entitlements, Impact Payments & Tax | 16,657.25 | 4,247.55 | 12,409.70 | 25.5% |
| 330 Intergovernmental Revenues | 288,657.25 | 4,247.55 | 284,409.70 | 1.5% |
| 341 Other | 126,000.00 | 691.00 | 125,309.00 | 0.5% |
| 342 Fire District 2 | 32,700.00 | 0.00 | 32,700.00 | 0.0% |
| 345 Planning | 4,500.00 | 405.00 | 4,095.00 | 9.0% |
| 346 Building | 0.00 | 0.00 | 0.00 | 0.0% |
| 340 Charges For Goods & Services | 163,200.00 | 1,096.00 | 162,104.00 | 0.7% |
| 350 Fines & Penalties | 10,700.00 | 876.63 | 9,823.37 | 8.2% |
| 360 Interest & Other Earnings | 5,500.00 | 1,656.73 | 3,843.27 | 30.1% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 1,937,473.39 | 927,278.85 | 1,010,194.54 | 47.9% |

| Expenditures | Amt Budgeted | Expenditures | Remaining | |
|--------------------------------------|-------------------|-----------------|-------------------|-------------|
| 511 Legislative | 22,000.00 | 645.92 | 21,354.08 | 2.9% |
| 512 Judicial | 61,200.00 | 3,398.90 | 57,801.10 | 5.6% |
| 513 Executive | 113,825.00 | 8,470.07 | 105,354.93 | 7.4% |
| 514 Financial, Recording & Elections | 114,450.00 | 7,636.78 | 106,813.22 | 6.7% |
| 515 Legal Services | 31,500.00 | 0.00 | 31,500.00 | 0.0% |
| 517 Employee Benefit Programs | 525.00 | 0.00 | 525.00 | 0.0% |
| 518 Centralized Services | 60,330.29 | 27,035.90 | 33,294.39 | 44.8% |
| 521 Law Enforcement | 194,205.87 | 15,433.24 | 178,772.63 | 7.9% |
| 202 Fire Department | 111,150.00 | 4,755.99 | 106,394.01 | 4.3% |
| 203 Fire District 2 | 20,750.00 | 1,805.16 | 18,944.84 | 8.7% |
| 522 Fire Control | 131,900.00 | 6,561.15 | 125,338.85 | 5.0% |
| 528 Dispatch Services | 6,000.00 | 0.00 | 6,000.00 | 0.0% |
| 551 Public Housing Services | 250,000.00 | 0.00 | 250,000.00 | 0.0% |
| 553 Conservation | 300.00 | 0.00 | 300.00 | 0.0% |
| 554 Environmental Services | 0.00 | 0.00 | 0.00 | 0.0% |
| 550 Building | 0.00 | 0.00 | 0.00 | 0.0% |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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001 General Expense Fund Months: 01 To: 01

| Expenditures | Amt Budgeted | Expenditures | Remaining | |
|-------------------------------------------|---------------------|-------------------|---------------------|-------------|
| 558 Planning & Community Devel | | | | |
| 560 Planning | 167,730.00 | 11,553.48 | 156,176.52 | 6.9% |
| 570 Economic Development | 13,890.00 | 0.00 | 13,890.00 | 0.0% |
| 558 Planning & Community Devel | 181,620.00 | 11,553.48 | 170,066.52 | 6.4% |
| 565 Welfare | 10,000.00 | 0.00 | 10,000.00 | 0.0% |
| 566 Substance Abuse | 150.00 | 0.00 | 150.00 | 0.0% |
| 573 Cultural & Community Activities | 6,500.00 | 0.00 | 6,500.00 | 0.0% |
| 576 Park Facilities | 88,660.00 | 1,106.56 | 87,553.44 | 1.2% |
| 580 Non Expenditures | 0.00 | (174.61) | 174.61 | 0.0% |
| 597 Interfund Transfers | 25,000.00 | 0.00 | 25,000.00 | 0.0% |
| 100 Unreserved | 554,758.10 | 0.00 | 554,758.10 | 0.0% |
| 102 Unemployment Reserve | 33,414.00 | 0.00 | 33,414.00 | 0.0% |
| 104 Custodial Reserve | 51,135.13 | 0.00 | 51,135.13 | 0.0% |
| 999 Ending Balance | 639,307.23 | 0.00 | 639,307.23 | 0.0% |
| Fund Expenditures: | 1,937,473.39 | 81,667.39 | 1,855,806.00 | 4.2% |
| Fund Excess/(Deficit): | 0.00 | 845,611.46 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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010 General Reserve Fund Months: 01 To: 01

| Revenues | Amt Budgeted | Revenues | Remaining | |
|-------------------------------|-------------------|-------------------|-------------------|---------------|
| 308 Beginning Balances | 326,705.62 | 326,705.62 | 0.00 | 100.0% |
| 360 Interest & Other Earnings | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 326,705.62 | 326,705.62 | 0.00 | 100.0% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 999 Ending Balance | 326,705.62 | 0.00 | 326,705.62 | 0.0% |
| Fund Expenditures: | 326,705.62 | 0.00 | 326,705.62 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 326,705.62 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 020 Fire Reserve Fund | | Months: 01 To: 01 | | |
|-------------------------------|---------------------|---------------------|---------------------|---------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 1,518,593.47 | 1,564,616.67 | (46,023.20) | 103.0% |
| 360 Interest & Other Earnings | 0.00 | 0.00 | 0.00 | 0.0% |
| 397 Interfund Transfers | 25,000.00 | 0.00 | 25,000.00 | 0.0% |
| Fund Revenues: | 1,543,593.47 | 1,564,616.67 | (21,023.20) | 101.4% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 999 Ending Balance | 1,543,593.47 | 0.00 | 1,543,593.47 | 0.0% |
| Fund Expenditures: | 1,543,593.47 | 0.00 | 1,543,593.47 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 1,564,616.67 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 100 Street Fund | | | Months: 01 To: 01 | |
|--------------------------------|-------------------|-------------------|-------------------|--------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 253,377.98 | 310,728.82 | (57,350.84) | 122.6% |
| 310 Taxes | 275,000.00 | 24,541.96 | 250,458.04 | 8.9% |
| 320 Licenses & Permits | 600.00 | 0.00 | 600.00 | 0.0% |
| 330 Intergovernmental Revenues | 50,444.40 | 2,024.95 | 48,419.45 | 4.0% |
| 360 Interest & Other Earnings | 0.00 | 4.52 | (4.52) | 0.0% |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 579,422.38 | 337,300.25 | 242,122.13 | 58.2% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 542 Streets - Maintenance | 289,700.00 | 19,364.12 | 270,335.88 | 6.7% |
| 543 Streets Admin & Overhead | 100,350.00 | 8,151.53 | 92,198.47 | 8.1% |
| 544 Road & Street Operations | 1,000.00 | 0.00 | 1,000.00 | 0.0% |
| 566 Substance Abuse | 0.00 | 0.00 | 0.00 | 0.0% |
| 594 Capital Expenditures | 20,000.00 | 76.19 | 19,923.81 | 0.4% |
| 597 Interfund Transfers | 43,700.00 | 0.00 | 43,700.00 | 0.0% |
| 999 Ending Balance | 124,672.38 | 0.00 | 124,672.38 | 0.0% |
| Fund Expenditures: | 579,422.38 | 27,591.84 | 551,830.54 | 4.8% |
| Fund Excess/(Deficit): | 0.00 | 309,708.41 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 103 Tourism Promo & Develop Fund | | | Months: 01 To: 01 | |
|-------------------------------------|-------------------|-------------------|-------------------|--------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 570,886.20 | 616,600.17 | (45,713.97) | 108.0% |
| 310 Taxes | 300,000.00 | 19,025.07 | 280,974.93 | 6.3% |
| 360 Interest & Other Earnings | 0.00 | 1,232.92 | (1,232.92) | 0.0% |
| Fund Revenues: | 870,886.20 | 636,858.16 | 234,028.04 | 73.1% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 573 Cultural & Community Activities | 368,100.00 | 1,067.75 | 367,032.25 | 0.3% |
| 594 Capital Expenditures | 230,000.00 | 0.00 | 230,000.00 | 0.0% |
| 999 Ending Balance | 272,786.20 | 0.00 | 272,786.20 | 0.0% |
| Fund Expenditures: | 870,886.20 | 1,067.75 | 869,818.45 | 0.1% |
| Fund Excess/(Deficit): | 0.00 | 635,790.41 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 105 Affordable Housing Fund | | Months: 01 To: 01 | | |
|-------------------------------|------------------|-------------------|------------------|-------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 0.00 | 1,215.61 | (1,215.61) | 0.0% |
| 310 Taxes | 15,000.00 | 272.04 | 14,727.96 | 1.8% |
| Fund Revenues: | 15,000.00 | 1,487.65 | 13,512.35 | 9.9% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 999 Ending Balance | 15,000.00 | 0.00 | 15,000.00 | 0.0% |
| Fund Expenditures: | 15,000.00 | 0.00 | 15,000.00 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 1,487.65 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

Page: 8

| 300 Capital Improvement Fund | | Months: 01 To: 01 | | |
|-------------------------------|-------------------|-------------------|--------------------|---------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 80,019.64 | 107,273.57 | (27,253.93) | 134.1% |
| 310 Taxes | 20,000.00 | 2,840.06 | 17,159.94 | 14.2% |
| 360 Interest & Other Earnings | 0.00 | 96.20 | (96.20) | 0.0% |
| Fund Revenues: | 100,019.64 | 110,209.83 | (10,190.19) | 110.2% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 597 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| 999 Ending Balance | 100,019.64 | 0.00 | 100,019.64 | 0.0% |
| Fund Expenditures: | 100,019.64 | 0.00 | 100,019.64 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 110,209.83 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 309 Russell Ave | | Months: 01 To: 01 | | |
|--------------------------------|--------------|-------------------|---------------|-------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 0.00 | (119.36) | 119.36 | 0.0% |
| 330 Intergovernmental Revenues | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 0.00 | (119.36) | 119.36 | 0.0% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 594 Capital Expenditures | 0.00 | 0.00 | 0.00 | 0.0% |
| 999 Ending Balance | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Expenditures: | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | (119.36) | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 311 First Street | | Months: 01 To: 01 | | |
|--------------------------------|-------------------|--------------------|-------------------|-------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 0.00 | (40,966.57) | 40,966.57 | 0.0% |
| 330 Intergovernmental Revenues | 575,400.00 | 0.00 | 575,400.00 | 0.0% |
| 397 Interfund Transfers | 43,700.00 | 0.00 | 43,700.00 | 0.0% |
| Fund Revenues: | 619,100.00 | (40,966.57) | 660,066.57 | 6.6% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 594 Capital Expenditures | 619,100.00 | 0.00 | 619,100.00 | 0.0% |
| 999 Ending Balance | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Expenditures: | 619,100.00 | 0.00 | 619,100.00 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | (40,966.57) | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 400 Water/Sewer Fund | | Months: 01 To: 01 | | |
|---------------------------------------------|---------------------|---------------------|---------------------|---------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 400 Water/Sewer | 103,551.58 | 215,677.75 | (112,126.17) | 208.3% |
| 401 Water | 249,161.66 | 368,088.95 | (118,927.29) | 147.7% |
| 402 Sewer | 203,703.27 | 303,770.27 | (100,067.00) | 149.1% |
| 308 Beginning Balances | 556,416.51 | 887,536.97 | (331,120.46) | 159.5% |
| 330 Intergovernmental Revenues | 1,000.00 | 0.00 | 1,000.00 | 0.0% |
| 343 Water | 647,100.00 | 46,883.60 | 600,216.40 | 7.2% |
| 344 Sewer | 906,200.00 | 68,608.72 | 837,591.28 | 7.6% |
| 340 Charges For Goods & Services | 1,553,300.00 | 115,492.32 | 1,437,807.68 | 7.4% |
| 343 Water | 46,674.00 | 8,599.00 | 38,075.00 | 18.4% |
| 344 Sewer | 56,532.00 | 6,168.00 | 50,364.00 | 10.9% |
| 400 Water/Sewer | 4,000.00 | 1,114.62 | 2,885.38 | 27.9% |
| 360 Interest & Other Earnings | 107,206.00 | 15,881.62 | 91,324.38 | 14.8% |
| 380 Non Revenues | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 2,217,922.51 | 1,018,910.91 | 1,199,011.60 | 45.9% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 534 Water Utilities | 521,260.00 | 40,199.92 | 481,060.08 | 7.7% |
| 535 Sewer | 809,100.00 | 35,766.16 | 773,333.84 | 4.4% |
| 534 Water | 61,489.07 | 0.00 | 61,489.07 | 0.0% |
| 535 Sewer | 32,671.00 | 0.00 | 32,671.00 | 0.0% |
| 591 Debt Service | 94,160.07 | 0.00 | 94,160.07 | 0.0% |
| 594 Capital Expenditures | 109,500.00 | 327.08 | 109,172.92 | 0.3% |
| 597 Interfund Transfers | 21,779.00 | 0.00 | 21,779.00 | 0.0% |
| 400 Water/Sewer | 206,052.51 | 0.00 | 206,052.51 | 0.0% |
| 401 Water | 195,835.66 | 0.00 | 195,835.66 | 0.0% |
| 402 Sewer | 260,235.27 | 0.00 | 260,235.27 | 0.0% |
| 999 Ending Balance | 662,123.44 | 0.00 | 662,123.44 | 0.0% |
| Fund Expenditures: | 2,217,922.51 | 76,293.16 | 2,141,629.35 | 3.4% |
| Fund Excess/(Deficit): | 0.00 | 942,617.75 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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406 Wastewater Short Lived Asset Reserve Fund

Months: 01 To: 01

| Revenues | Amt Budgeted | Revenues | Remaining | |
|-------------------------------|------------------|------------------|------------------|--------------|
| 308 Beginning Balances | 21,779.00 | 21,779.00 | 0.00 | 100.0% |
| 397 Interfund Transfers | 21,779.00 | 0.00 | 21,779.00 | 0.0% |
| Fund Revenues: | 43,558.00 | 21,779.00 | 21,779.00 | 50.0% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 999 Ending Balance | 43,558.00 | 0.00 | 43,558.00 | 0.0% |
| Fund Expenditures: | 43,558.00 | 0.00 | 43,558.00 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 21,779.00 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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408 Wastewater Debt Reserve Fund Months: 01 To: 01

| Revenues | Amt Budgeted | Revenues | Remaining | |
|-------------------------------|------------------|------------------|------------------|---------------|
| 308 Beginning Balances | 61,191.00 | 61,191.00 | 0.00 | 100.0% |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 61,191.00 | 61,191.00 | 0.00 | 100.0% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 999 Ending Balance | 61,191.00 | 0.00 | 61,191.00 | 0.0% |
| Fund Expenditures: | 61,191.00 | 0.00 | 61,191.00 | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 61,191.00 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 410 Wastewater System Upgrades | | | | Months: 01 To: 01 | |
|--------------------------------|-------------------|--------------------|-------------------|-------------------|--|
| Revenues | Amt Budgeted | Revenues | Remaining | | |
| 308 Beginning Balances | 0.00 | (57,601.53) | 57,601.53 | 0.0% | |
| 330 Intergovernmental Revenues | 0.00 | 5,400.00 | (5,400.00) | 0.0% | |
| 390 Other Financing Sources | 500,000.00 | 0.00 | 500,000.00 | 0.0% | |
| 397 Interfund Transfers | 0.00 | 0.00 | 0.00 | 0.0% | |
| Fund Revenues: | 500,000.00 | (52,201.53) | 552,201.53 | 10.4% | |
| Expenditures | Amt Budgeted | Expenditures | Remaining | | |
| 594 Capital Expenditures | 500,000.00 | 12,007.00 | 487,993.00 | 2.4% | |
| 999 Ending Balance | 0.00 | 0.00 | 0.00 | 0.0% | |
| Fund Expenditures: | 500,000.00 | 12,007.00 | 487,993.00 | 2.4% | |
| Fund Excess/(Deficit): | 0.00 | (64,208.53) | | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 500 Equipment Service Fund | | Months: 01 To: 01 | | |
|-----------------------------------------|-------------------|-------------------|-------------------|--------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 183,177.98 | 190,947.57 | (7,769.59) | 104.2% |
| 340 Charges For Goods & Services | 150,000.00 | 5,129.21 | 144,870.79 | 3.4% |
| 360 Interest & Other Earnings | 0.00 | 41.27 | (41.27) | 0.0% |
| 390 Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Revenues: | 333,177.98 | 196,118.05 | 137,059.93 | 58.9% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 548 Public Works - Centralized Services | 107,750.00 | 13,552.46 | 94,197.54 | 12.6% |
| 594 Capital Expenditures | 45,000.00 | 0.00 | 45,000.00 | 0.0% |
| 999 Ending Balance | 180,427.98 | 0.00 | 180,427.98 | 0.0% |
| Fund Expenditures: | 333,177.98 | 13,552.46 | 319,625.52 | 4.1% |
| Fund Excess/(Deficit): | 0.00 | 182,565.59 | | |

2021 BUDGET POSITION

City Of Stevenson

Time: 10:55:55 Date: 02/11/2021

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| 630 Stevenson Municipal Court | | Months: 01 To: 01 | | |
|-------------------------------|--------------|-------------------|-----------------|-------------|
| Revenues | Amt Budgeted | Revenues | Remaining | |
| 308 Beginning Balances | 0.00 | 0.00 | 0.00 | 0.0% |
| 380 Non Revenues | 0.00 | 398.86 | (398.86) | 0.0% |
| Fund Revenues: | 0.00 | 398.86 | (398.86) | 0.0% |
| Expenditures | Amt Budgeted | Expenditures | Remaining | |
| 580 Non Expenditures | 0.00 | 398.86 | (398.86) | 0.0% |
| 999 Ending Balance | 0.00 | 0.00 | 0.00 | 0.0% |
| Fund Expenditures: | 0.00 | 398.86 | (398.86) | 0.0% |
| Fund Excess/(Deficit): | 0.00 | 0.00 | | |

2021 BUDGET POSITION TOTALS

City Of Stevenson

Months: 01 To: 01

Time: 10:55:55 Date: 02/11/2021

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| Fund | Revenue Budgeted | Received | | Expense Budgeted | Spent | |
|-------------------------------------|------------------|--------------|--------|------------------|------------|------|
| 001 General Expense Fund | 1,937,473.39 | 927,278.85 | 47.9% | 1,937,473.39 | 81,667.39 | 4% |
| 010 General Reserve Fund | 326,705.62 | 326,705.62 | 100.0% | 326,705.62 | 0.00 | 0% |
| 020 Fire Reserve Fund | 1,543,593.47 | 1,564,616.67 | 101.4% | 1,543,593.47 | 0.00 | 0% |
| 100 Street Fund | 579,422.38 | 337,300.25 | 58.2% | 579,422.38 | 27,591.84 | 5% |
| 103 Tourism Promo & Develop Fund | 870,886.20 | 636,858.16 | 73.1% | 870,886.20 | 1,067.75 | 0% |
| 105 Affordable Housing Fund | 15,000.00 | 1,487.65 | 9.9% | 15,000.00 | 0.00 | 0% |
| 300 Capital Improvement Fund | 100,019.64 | 110,209.83 | 110.2% | 100,019.64 | 0.00 | 0% |
| 309 Russell Ave | 0.00 | -119.36 | 0.0% | 0.00 | 0.00 | 0% |
| 311 First Street | 619,100.00 | -40,966.57 | -6.6% | 619,100.00 | 0.00 | 0% |
| 400 Water/Sewer Fund | 2,217,922.51 | 1,018,910.91 | 45.9% | 2,217,922.51 | 76,293.16 | 3% |
| 406 Wastewater Short Lived Asset R€ | 43,558.00 | 21,779.00 | 50.0% | 43,558.00 | 0.00 | 0% |
| 408 Wastewater Debt Reserve Fund | 61,191.00 | 61,191.00 | 100.0% | 61,191.00 | 0.00 | 0% |
| 410 Wastewater System Upgrades | 500,000.00 | -52,201.53 | -10.4% | 500,000.00 | 12,007.00 | 2% |
| 500 Equipment Service Fund | 333,177.98 | 196,118.05 | 58.9% | 333,177.98 | 13,552.46 | 4% |
| 630 Stevenson Municipal Court | 0.00 | 398.86 | 0.0% | 0.00 | 398.86 | 0% |
| | 9,148,050.19 | 5,109,567.39 | 55.9% | 9,148,050.19 | 212,578.46 | 2.3% |

Project Status Updates

FEBRUARY 18, 2021 STEVENSON CITY COUNCIL MEETING

Tree Inventory and Maintenance Plan (10a)

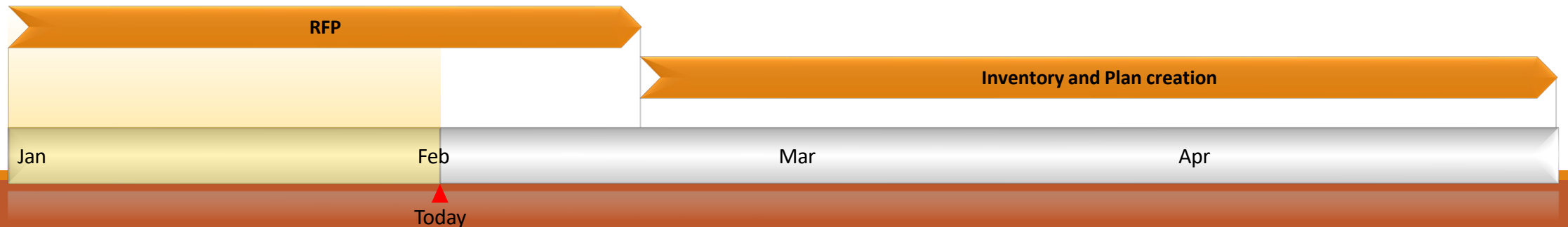
Project consists of creating an inventory of current resources, adoption of a management plan for those resources, staff training, ongoing plan updates and identification of future demonstration projects.



Planned Completion Date:
April 30, 2021

Current Project Status:

RFPs being reviewed with contract approval on the Feb 18th council agenda.



Rock Creek Run-off Testing

Project consists of testing water and soil samples of water run-off from Skamania Lodge property for contaminants related to old landfill site.



Current Project Status:

Planned Completion Date:

March 31, 2021

Testing supplies are being obtained and the area is being prepped for testing in February.

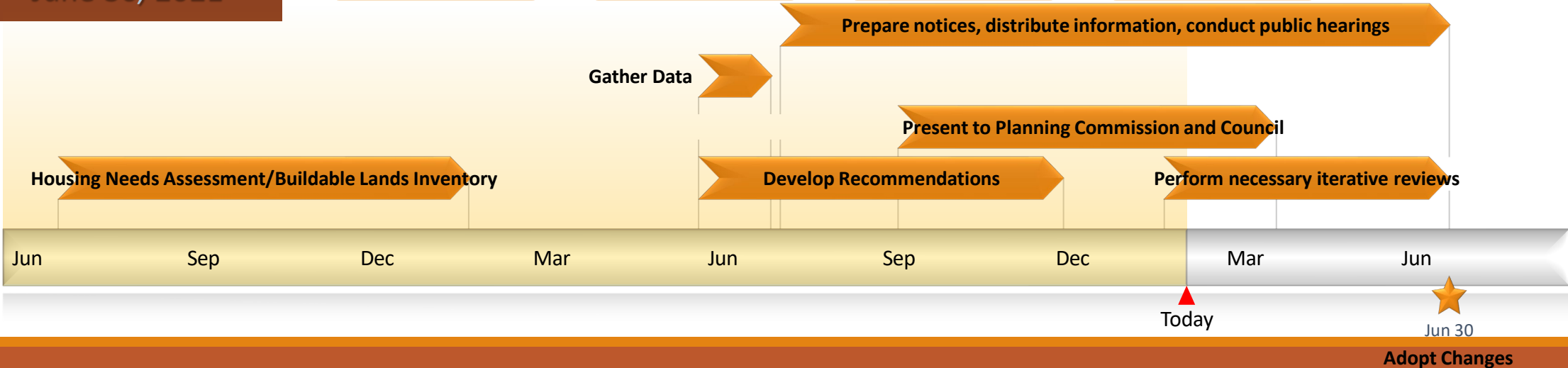


Residential Capacity (5 & 7)

Project consists of evaluating and modifying City regulations which limit residential development. More information can be found on the city website at <http://ci.stevenson.wa.us/letsbuild/>.

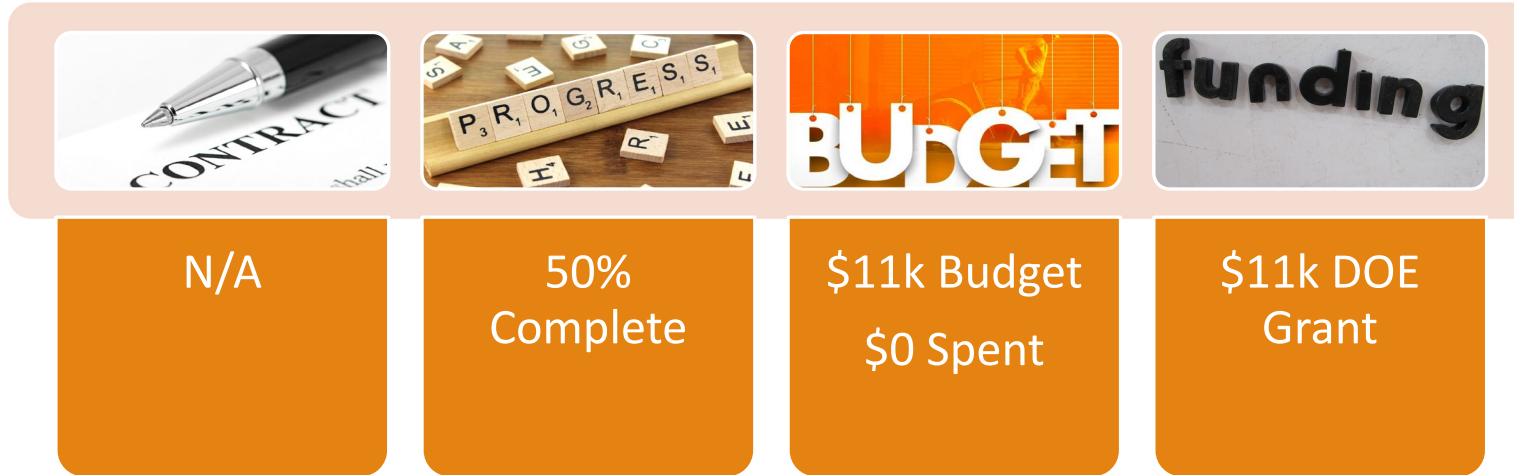
| | | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |
| N/A | 50% Complete | \$25k Budget \$0 Spent | \$25k Dept. of Commerce Grant |

Planned Completion Date:
June 30, 2021



Shoreline Master Program Update

Project consists of conducting the regulatory periodic review of the city's Shoreline Master Program to assure consistency with laws, regulations and plans and address amendments as needed. More information can be found on the city's website at <http://ci.stevenson.wa.us/shorelines/>.



Planned Completion Date:

June 30, 2021

Current Project Status:

Working with Ecology on required and recommended changes. Budget is for staff time and consultants if needed.



First Street Overlook (2e)

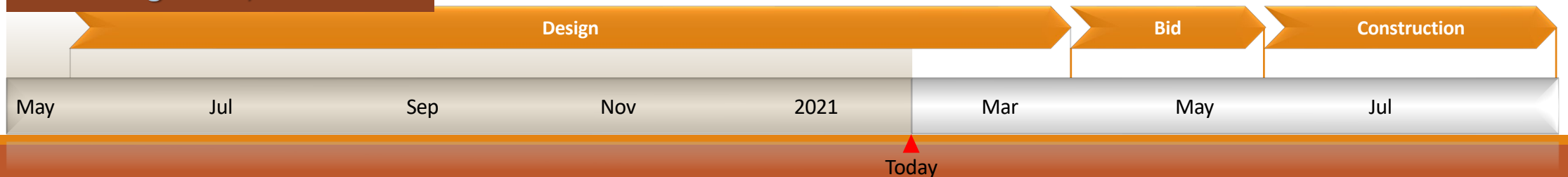
Project consists of crosswalk striping, vegetated curb extensions, new sidewalk, pedestrian overlook, path connecting to existing waterfront path and streetscaping.



Current Project Status:

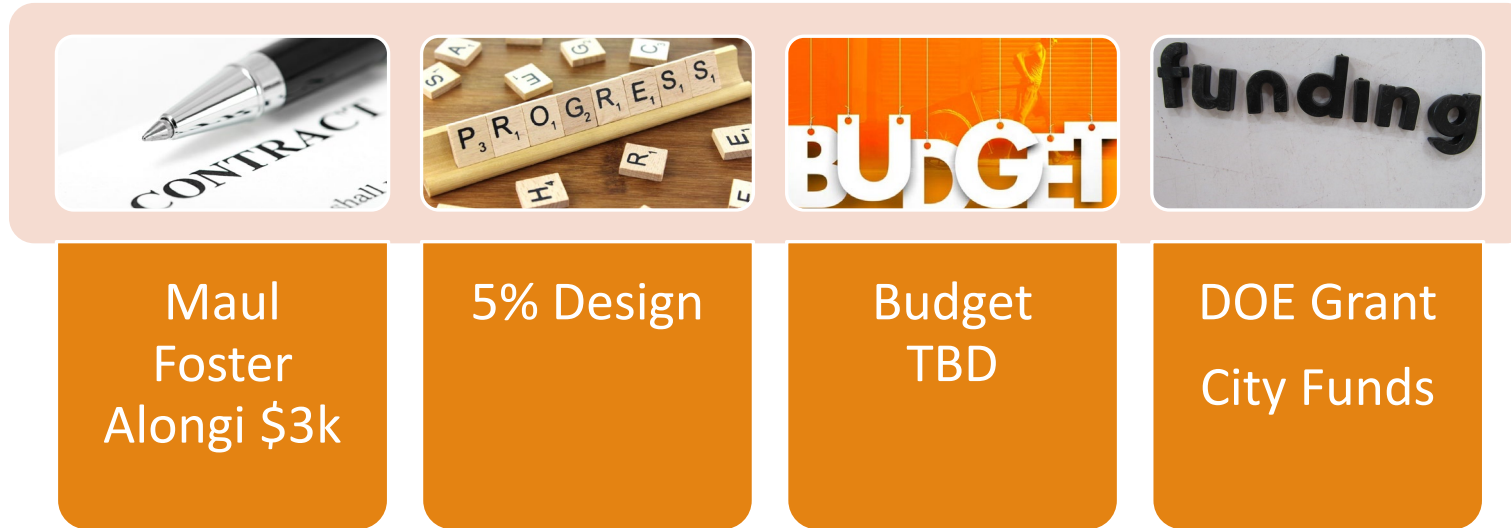
Planned Completion Date:
August 31, 2021

Moving towards 99% design and WSDOT review prior to bid. Anticipate bidding in March.



Columbia Realignment (2b)

Project consists of a 2-lane asphalt roadway flanked by unconnected sections of sidewalk. Improvement of this corridor intended as a catalyst project as outlined in the 2019 Downtown Plan.



Current Project Status:

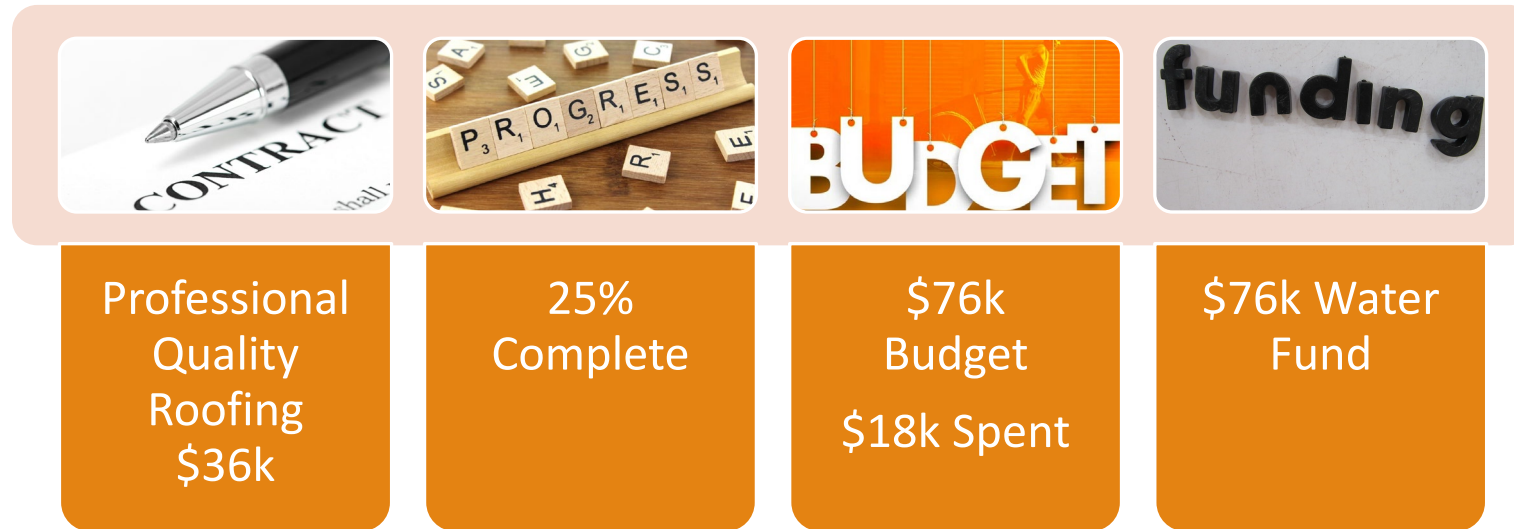
As of February, 2021, the City is further evaluating this project concept's feasibility and benefits. An application for the Department of Ecology's Integrated Planning Grant has been submitted and results are expected by the end of July.

More information can be found on the city's website at

<http://ci.stevenson.wa.us/downtown/>.

Water Treatment Plant Reroof and Painting (4b)

Project rolled from 2020 consists of reroofing the water treatment plant, cleaning and painting the interior to prevent corrosion.



Planned Completion Date:
August 31, 2021

Current Project Status:

The roofing contractor has ordered materials and is waiting for a break in the weather to install the roof.



Hegewald Well (4c)

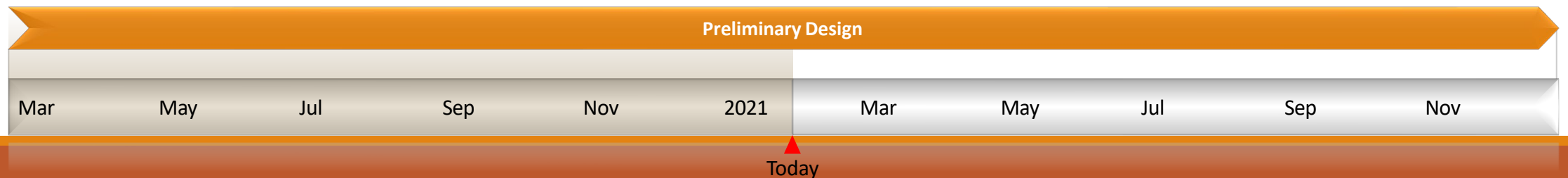
Project, rolled from 2020, consists of analyzing and designing improvements needed at the Hegewald well to convert it from an emergency source to a permanent water source.



Current Project Status:

Planned Completion Date:
December 31, 2021

The project has been paused and cannot move forward until the water corrosion control recommendation report has been completed. A contract extension will be on the Feb. 18th council agenda as it expired 12/31/20.



Rock Creek Stormwater (10)

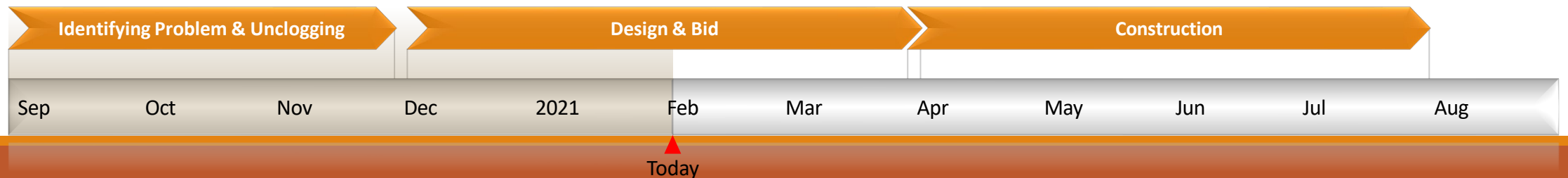
Project consists of unclogging and relocating the outfall for the stormwater collection system from Rock Creek Drive near the west entrance of the fairgrounds parking lot to Rock Creek.



Current Project Status:

Planned Completion Date:
December 31, 2021

The project has been included in the shorelines permit for the Rock Creek PS construction project. Design and obtaining additional permits are in process.



West Vancouver Waterline Extension (4a)

Project consists of extending a 6" main from Lasher to Rock Creek, improving fire flow, removing a section of 4" AC line and adding redundancy to the system.



Planned Completion Date:
December 31, 2021

Current Project Status:

The project is being designed and will go out to bid in the spring. Construction will start in the summer and be completed by the end of the year.

Foster Creek/Ryan Allen Waterline (4a)

Project consists of relocating a 6" AC waterline from an easement to the city right of way. The original line will then be filled in place to prevent collapsing.



Planned Completion Date:
December 31, 2021

Current Project Status:

The project has been planned.

Lower Kanaka Creek Rd. (10)

Project consists of replacing the timber bridge at the Kanaka Underpass and widening the road as much as possible. There is a weight restriction on the bridge until the repairs can be completed.



Planned Completion Date:
December 31, 2021

Current Project Status:

Timber has been sourced and priced.

Facility Dude (1a & 5a)

Project, rolled from 2020, consists of implementing a work order and asset management system with a predictor model to determine reserve needs.



Planned Completion Date:
December 31, 2021

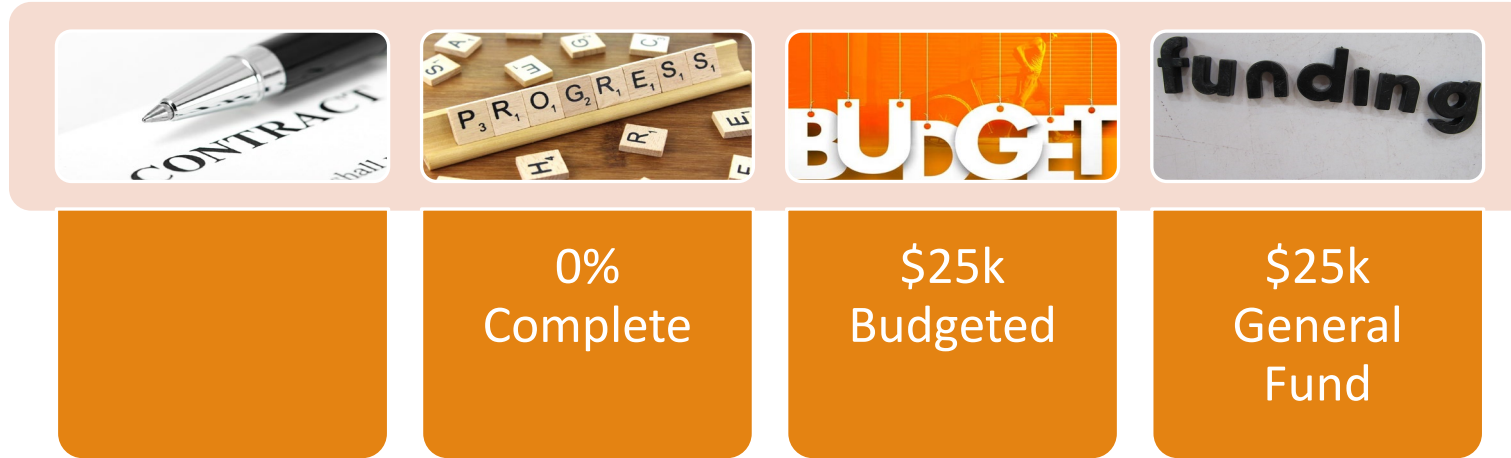
Current Project Status:

Employees are testing out the system, entering work orders and data.



Fire Department Strategic Plan (3)

Project consists of creating a strategic plan for the fire department to inform future needs of the department.



Current Project Status:

Planned Completion Date:

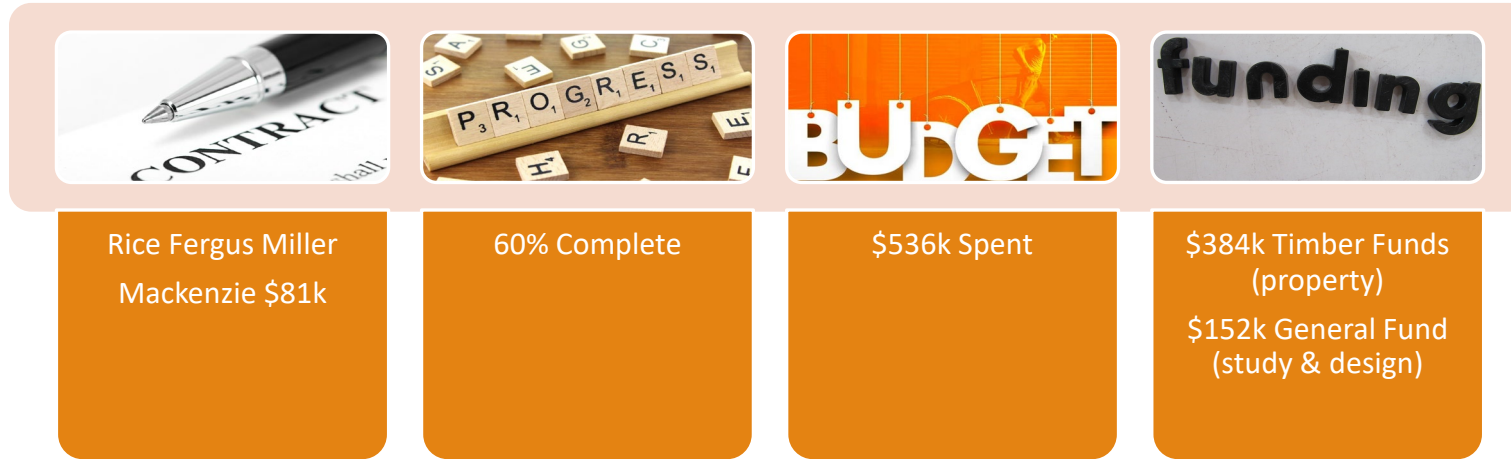
December 31, 2021

RFP draft is in process.



Fire Hall (3)

Project consists of confirming a design and constructing a new fire hall with Skamania Fire District 2. Past reports can be found online at <http://ci.stevenson.wa.us/government/emergency-services/fire/>.

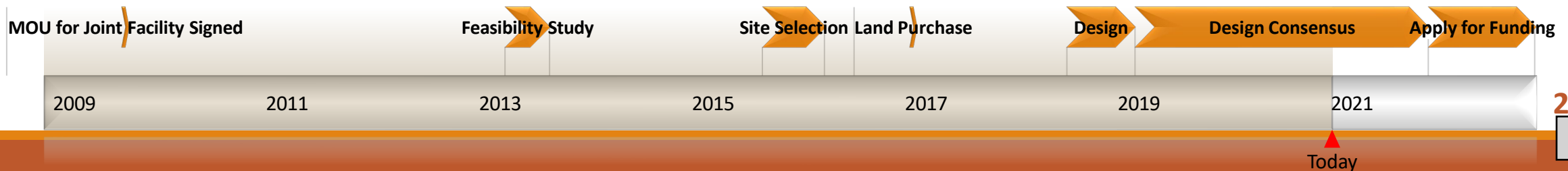


Current Project Status:

Planned Completion Date:

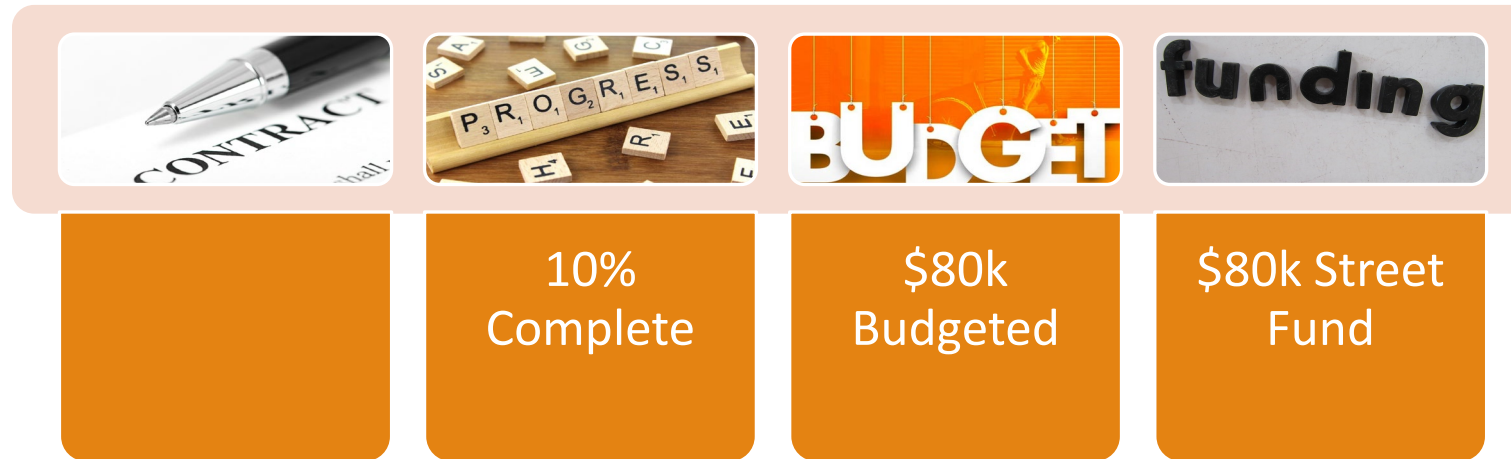
TBD

The project has stalled due to the cost of the initial draft design. Alternative designs have been drafted and the next step is to get a revised cost estimate before moving forward.



Transportation Study (2a)

Project consists of conducting a city-wide traffic study to allow for safe and easy flow of traffic and assist with identifying and prioritizing improvements.



Current Project Status:

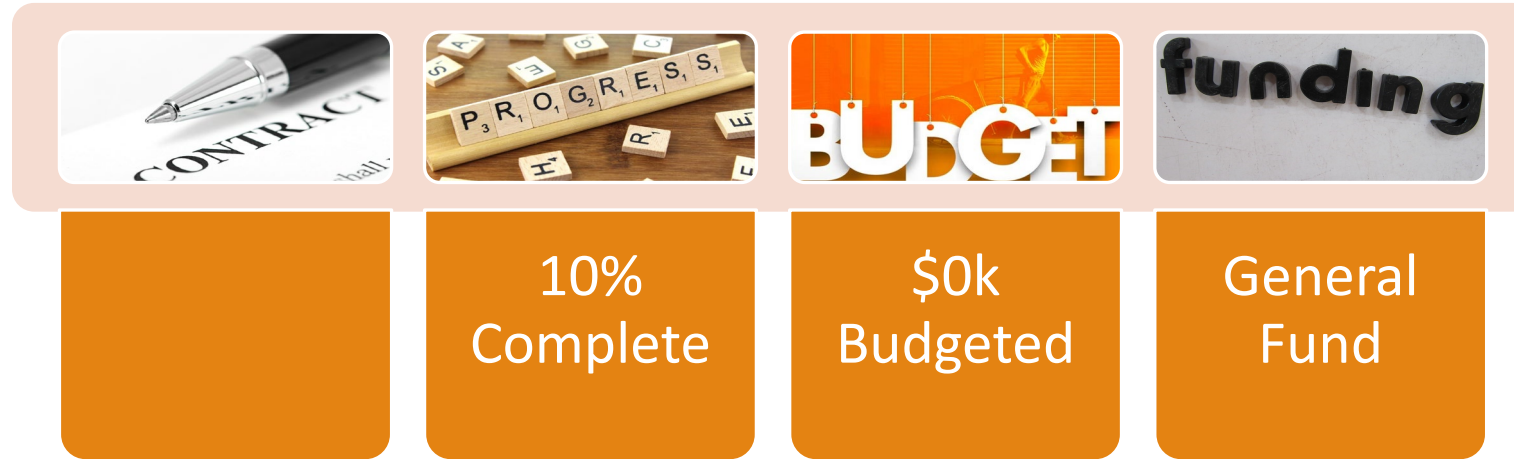
Planned Completion Date:
December 31, 2021

The project has stalled due to the cost of the initial draft design. Alternative designs have been drafted and the next step is to get a revised cost estimate before moving forward.



City Hall Security (15)

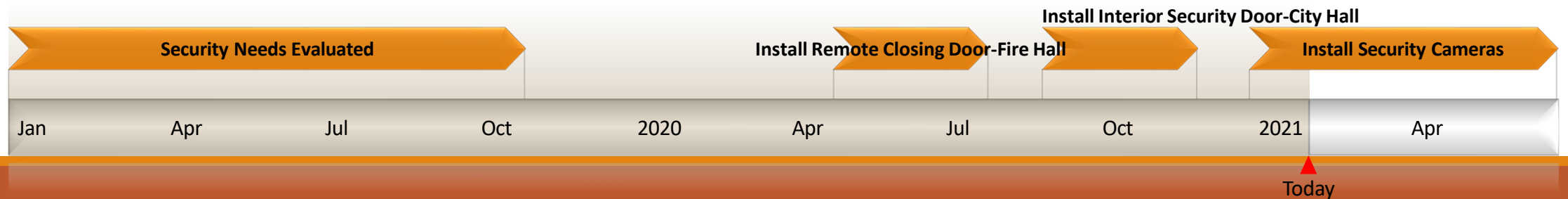
Project consists of evaluating and implementing security enhancements to City Hall and the Fire Hall.



Current Project Status:

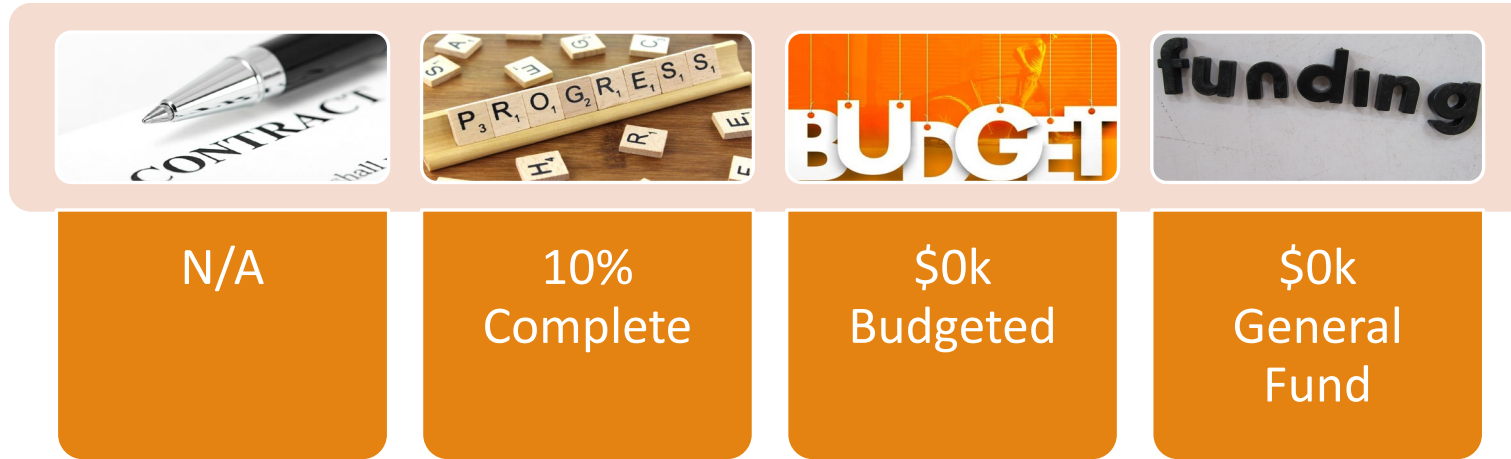
Planned Completion Date:
December 31, 2021

The interior security door is almost complete, we are waiting for the remote opening technology to be installed. Security cameras are being tested and a contract will be on the Feb. 18th council agenda.



Rock Creek Access (14/16)

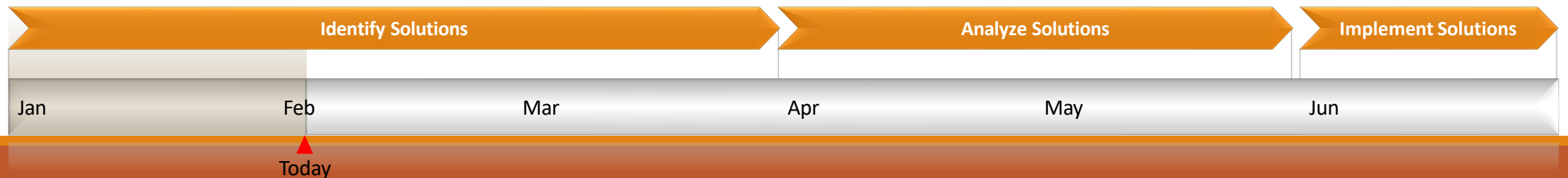
Project consists of identifying and implementing public access options to First Falls along Rock Creek, reducing the trespass and parking impact on the Iman Cemetery neighborhood.



Planned Completion Date:
June 30, 2021

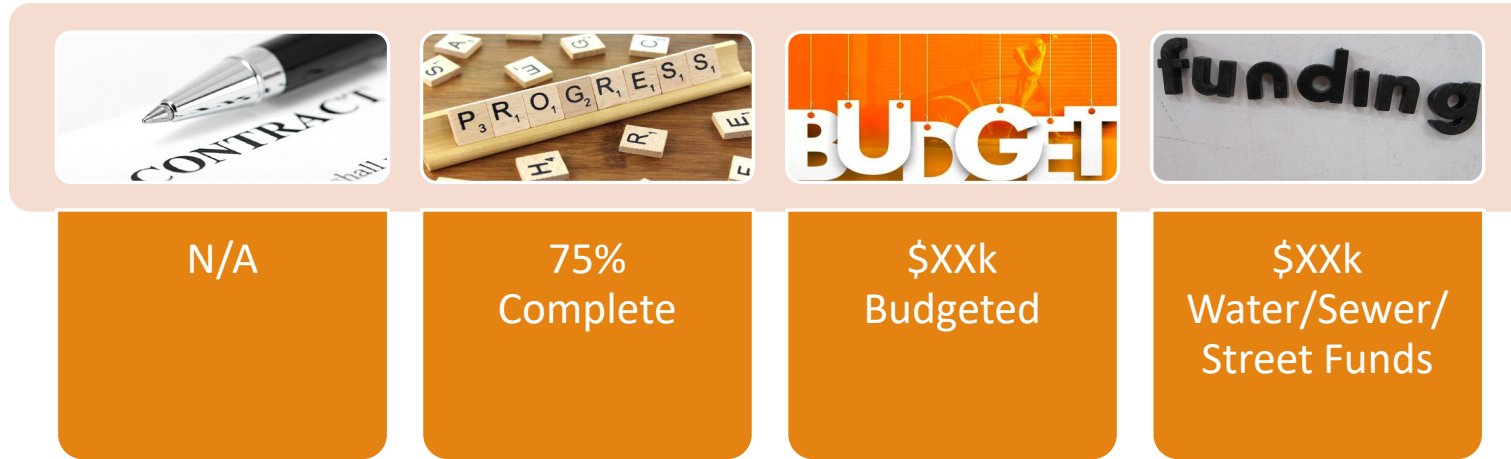
Current Project Status:

The Rock Creek Access Committee has met twice to discuss issues and alternatives to be further explored. An update will take place at the Feb. 18th council meeting.



Relocate Public Works (1b)

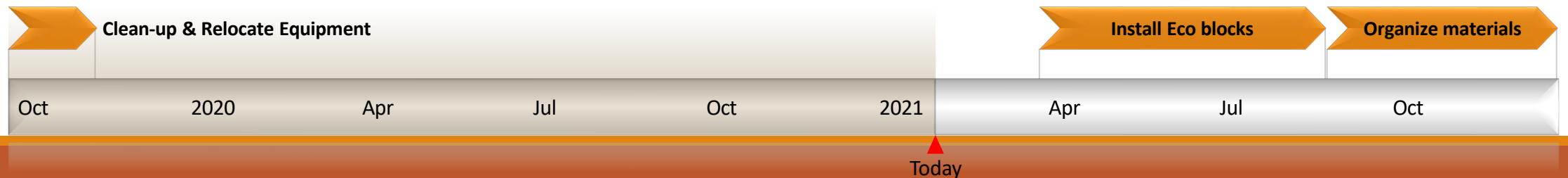
Project consists of relocating the equipment and materials from the wastewater treatment plant (WWTP) to Base Reservoir in preparation for construction of the WWTP upgrades.



Planned Completion Date:
December 31, 2021

Current Project Status:

Lesser used equipment is staged at Base Reservoir site. Ecology blocks are being priced for installation at the WWTP for gravel storage.



Wastewater Upgrades (1)

Project consists of designing and constructing upgrades to the wastewater treatment plant and collection system. More information can be found online at <http://ci.stevenson.wa.us/cleanwater/>.



Tetra Tech \$423k
 CSI \$57k
 Wallis Eng. \$1.4M
 +\$610k (to be approved)

WWTP Design 90%
 Rock Creek Des. 90%
 Cascade Des. 90%
 Main D Des. 90%
 Remaining LS Des 10%

\$1.7M Spent to Date:

\$350k Sewer Plan
 \$50k 2018 Sampling
 \$58k Value Planning
 \$67k Feas. Study
 \$52k Imm. Imp.
 \$6k Funding Apps.
 \$1.1M Design

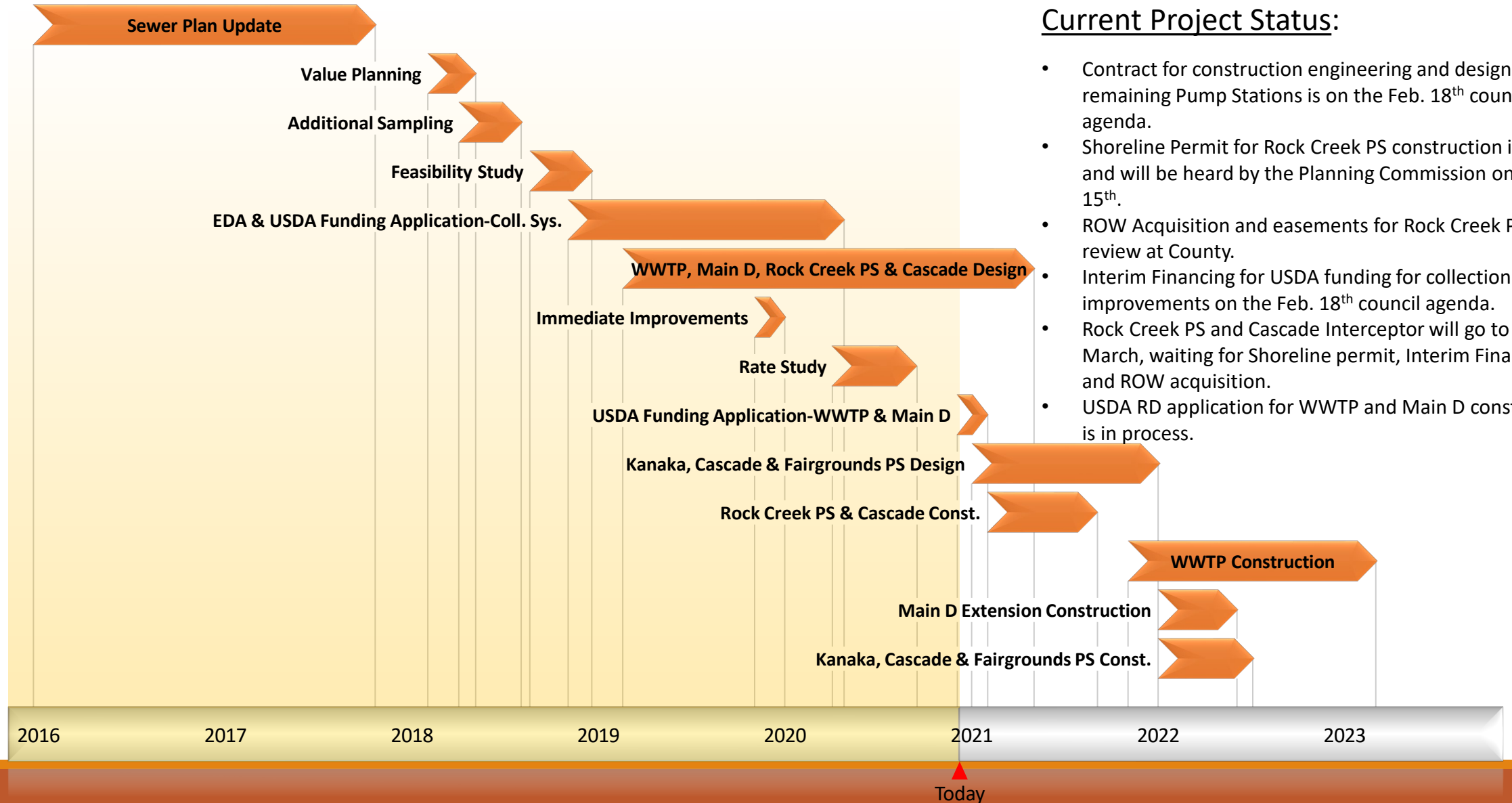
\$15.8M Future Budget:

\$800k Design Remaining
 \$9.6M WWTP Const
 \$300k Main D Exte.
 \$5.1M Collection Sys.

\$17.5M Approx. Total

\$50k CERB Grant
 \$1.4M DOE Loan
 \$575k DOE Forg. Loan
 \$4M EDA Grant
 \$873k USDA Loan
 \$9.9M Apps in Process
 \$660k Sewer Fund

Wastewater Upgrades Timeline (1)







Current Project Status:

- Contract for construction engineering and design of the remaining Pump Stations is on the Feb. 18th council agenda.
- Shoreline Permit for Rock Creek PS construction in review and will be heard by the Planning Commission on March 15th.
- ROW Acquisition and easements for Rock Creek PS in review at County.
- Interim Financing for USDA funding for collection system improvements on the Feb. 18th council agenda.
- Rock Creek PS and Cascade Interceptor will go to bid in March, waiting for Shoreline permit, Interim Financing and ROW acquisition.
- USDA RD application for WWTP and Main D construction is in process.

Annual Financial Report and Audit

Project consists of reviewing and adjusting transactions and accounts in 2020 as needed, completing all schedules, reviewing and submitting final report to State Auditor by 120 days after the end of the year.

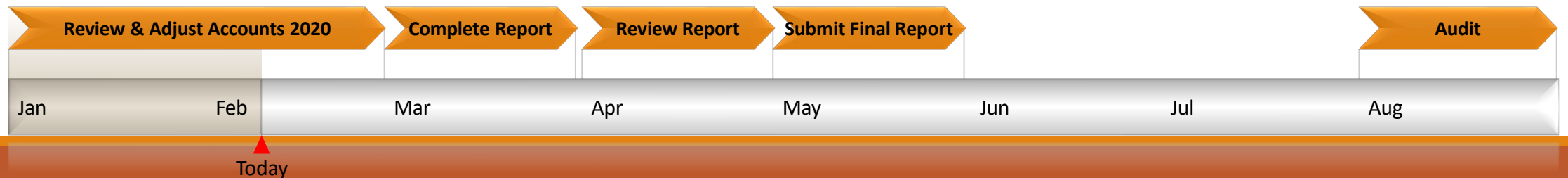
| | | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |
| WA State Auditor | 50% Complete | \$23k Budgeted-Audit | General/Water/ Sewer/Streets/ Tourism |

Current Project Status:

Planned Completion Date:

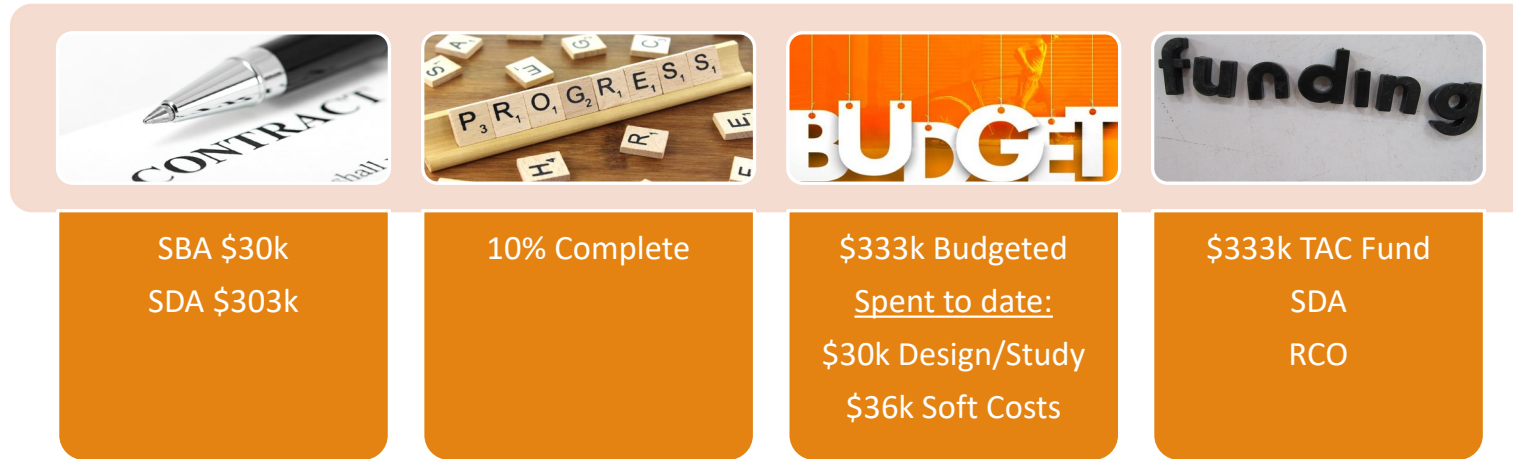
May 30, 2021

Accounting data uploaded to SAO website. Finalizing notes to the financials and anticipate an early submission. There is a possibility for an audit in March if completed in time. Due to Federal funds received, we need to have the audit completed by the end of August.



Park Plaza (16c)

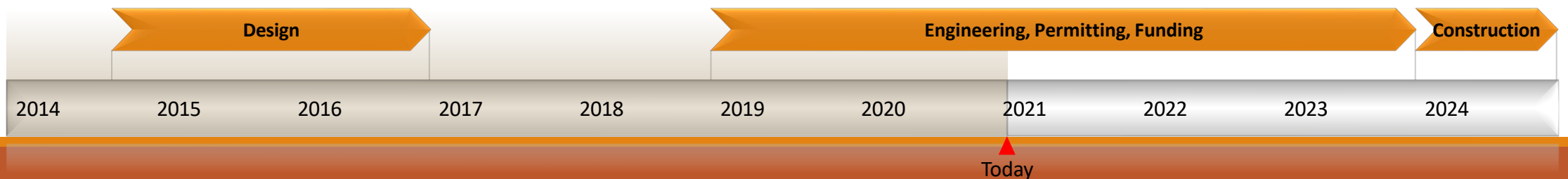
Project consists of working with the Stevenson Downtown Association and Skamania County on constructing a plaza in front of the courthouse and establishing a long-term maintenance agreement. More information can be found on the SDA website at <https://www.stevensonmainstreet.org/park-plaza>.



Planned Completion Date:
TBD

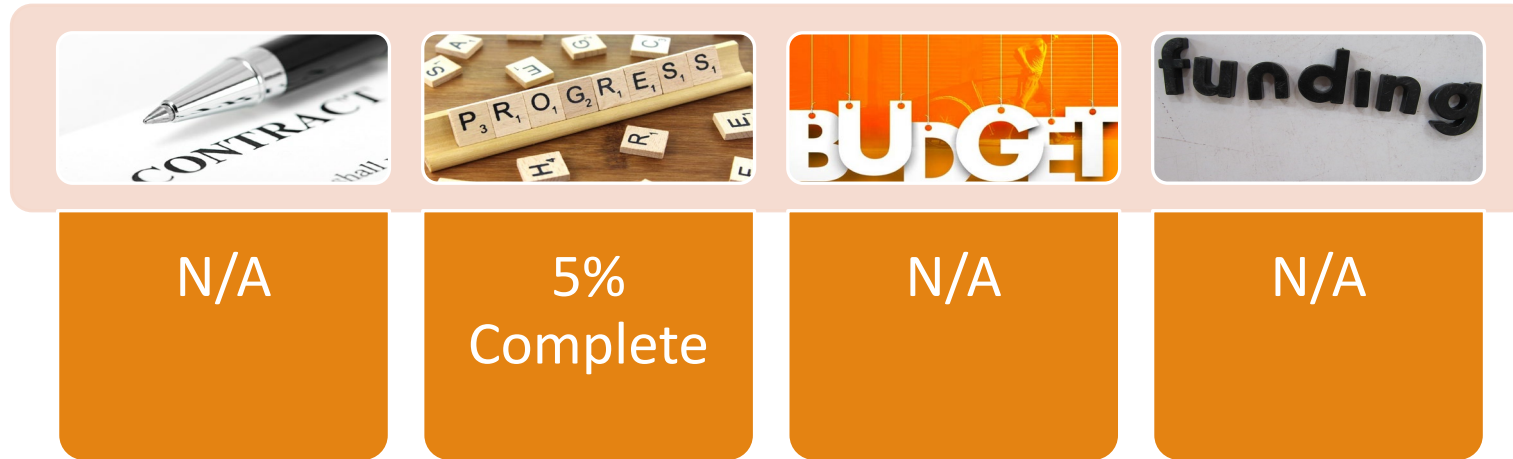
Current Project Status:

Latest RCO grant application not successful. The next application round will be in 2022. Draft agreement for future maintenance with Skamania County in process.



Capital Improvement Program (5a)

Project consists of developing a Capital Improvement Program (CIP) to incorporate into the city's Comprehensive Plan. It will include street, stormwater, water, sewer and undergrounding of utilities.



Planned Completion Date:
December 31, 2022

Current Project Status:

The first street section will be School Street. Outreach will take place over the next couple of months for input on improvements needed. More information will come from the Transportation Study and the project timeline may change.





City of Stevenson

Fire Department – Rob Farris, Chief

(509) 427-5970

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

To: Stevenson City Council
From: Rob Farris, Fire Chief
RE: Fire Department Update – January 2021
Meeting Date: February 18st, 2021

Executive Summary:

January started off with continued efforts to deal with the changing COVID-19 climate. Approximately 8 firefighters took advantage of getting coronavirus vaccines as a part of the Tier 1A State Distribution Plan. Our volunteers remain ready to respond to call for service despite the challenges present by COVID-19.

The department's training team has begun preparation for wildland season. We are preparing to do pack testing and refresher training for Red Card Certifications in March. One member of our training team is co-teaching a Red Card Class with Skamania County Fire District 1 in April. We expect to pick up 2 to 3 more red card certified firefighters from the April class.

Update on Engine 2-3 (SCFD 2 Pumper/Tender Grant): Things are moving quickly at this point after being stalled out due to COVID-19 impact at the manufacturer.



Overview of Items:

- *COVID-19 Response:* Ongoing
- *New Fire Hall:* Ongoing
- *District AFG Grant:* Pre-construction conference completed. Tentative Delivery of new apparatus has been moved out until March 2021 due to supply chain issues related to COVID-19

Drills/Training/Calls:

January Drills/Training – 36 hours

January Calls – 6 total

- 3 – Burn Complaint
- 1 – Residential Fire Alarm
- 1 – Motor Vehicle Crash
- 1 – Power Lines Down

Action Needed: None



City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council
From: Leana Kinley, City Administrator
RE: City Administrator Staff Update
Meeting Date: February 18, 2021

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

Project Update Report – In an effort to improve transparency and track progress on the various projects, I created project status update report. The draft was sent to council on Tuesday, February 9th for review and input. This is included in the Information section of the packet and will be updated each month.

City Website – Initially, my goal was to provide the project updates on the city website in a more dynamic way. There are many changes I would like to make to the website to make this easier, however we are unable to secure support to make changes to the city website. We have reached out to other contractors and the results are the same, slow or no response.

I attended a webinar on MunicodeWEB (the same company providing our ordinance codification, minutes and agenda services). The rough cost to get a website would be \$4,800 for a standard design and \$2,300 annually, which includes a projects directory. Attached is a list of references with examples of other websites. If council is open to this, I can attend a demo and ask for a formal quote for presentation at the March 18th council meeting.

Traffic Study RFP – The RFP for the city-wide traffic study will be published February 17th and will be due March 19th. A copy will be available on the city website and the goal is to have a contract ready for council approval at the April 15th or May 20th meeting.

Dude Solutions – Staff has access and will begin testing the work-order system, entering in assets and scheduling preventative maintenance over the next couple of months. The next phase will be developing the predictor model some time in 2021.

Year End Activities – Staff is working on preparing annual reports for the State Auditors' Office, and many other agencies as it relates to our financing and funding (USDA, Federal Highways, etc.). There will be a single-audit (A-133) focused on projects receiving federal funds in addition to our annual audit since we spent more than \$750,000 in federal funds last year. This means we will have a longer audit that needs to be completed by September.

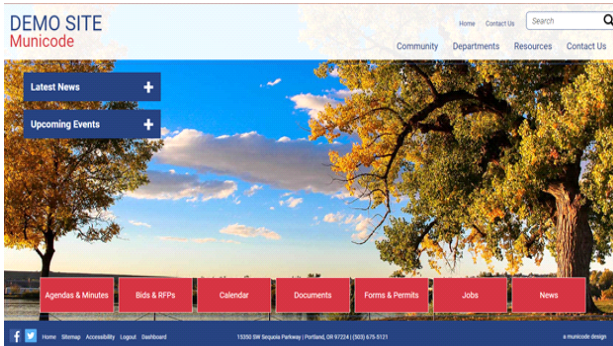
Action Needed:

Direction on a path forward for the city website.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.



- ★ Same features and systems as custom design.
- ★ Customize your images.
- ★ Your logo.
- ★ Customize the header bar color.
- ★ Customize your menus.
- ★ Customize your quick links.
- ★ Customize your button colors.
- ★ Customize the footer bar color.

Tonasket Washington

<http://www.tonasketcity.org>

Population: 1,032

Alice Attwood

Clerk

509-486-2132

tonasket@nvinet.com



Cusick Washington

<http://www.townofcusick.com>

Population: 207

Kristen Kellberg

Town Assistant

(509) 671-9008, (509) 671-5894

townofcusick@gmail.com



Chiloquin Oregon

<https://www.cityofchiloquin.org>

Population: 734

Teresa Foreman

Clerk & City Recorder

(541) 783-2717

chicityhall@gmail.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Corvallis Oregon

<https://www.corvallisoregon.gov>

Population: 54,462

Patrick Rollens

PIO

541-766-6368

Patrick.rollens@corvallisoregon.gov

[NAGW AWARD WINNER]



Chehalis Washington

<http://ci.chehalis.wa.us>

Population: 7,259

Caryn Foley

City Clerk

360-345-1042 ext 3

cfoley@ci.chehalis.wa.us



Oak Harbor Washington

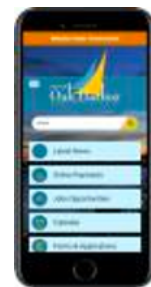
<http://www.oakharbor.org>

Population: 22,075 Patricia Soule

Finance Director & Info Services

360-279-4538

psoule@oakharbor.org



Port Townsend Washington

<https://cityofpt.us>

Population: 9,113

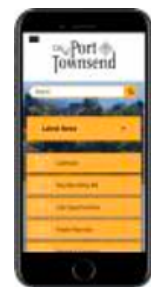
Kelly Graves

Executive Assistant /

Communications

360-379-5047

kgraves@cityofpt.us



Yacolt Washington

<http://www.townofyacolt.com>

Population: 1,566

Dawn Salisbury

Town Clerk

360-686-3922

dawn.salisbury@townofyacolt.com



Mercer Island Washington

<http://www.mercerisland.gov>

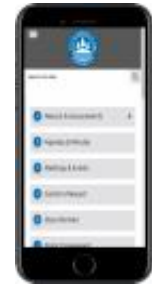
Population: 22,699

Deborah Estrada

City Clerk

206-275-7793

deb.estrada@mercergov.org



West Sound Utility Water District Washington

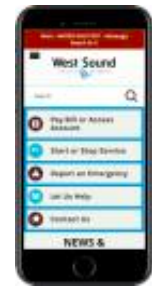
<https://www.wsud.us>

Heidi Hill

Secretary

360-874-5005

hhill@wsud.us



Quincy Police Department

<http://www.quincypd.org>

Eric Talbot

Admin Assistant to Chief of Police

509-797-1001

ETalbot@quincypd.org



Lakewood Water District Washington

<http://www.lakewoodwater.org>

Christian Fast

IT Manager

253-588-4423

cfast@lakewoodwater.org



CHECK REGISTER

City Of Stevenson

Time: 14:29:59 Date: 02/16/2021

01/22/2021 To: 02/28/2021

Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|-------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 133 | 01/22/2021 | Claims | 1 | EFT | Department of Revenue | 18.23 | Additional Sales & Use Tax paid for December 2020 Credit Card purchases paid for in 13th month. |
| 301 | 02/18/2021 | Claims | 1 | EFT | Department of Revenue | 4,169.55 | January 2021 Taxes |
| 328 | 02/18/2021 | Claims | 1 | EFT | Kenneth B Woodrich PC | 2,652.00 | January Services |
| 176 | 01/26/2021 | Claims | 1 | 14947 | Wallis Engineering, PLLC | 11,807.00 | WWTP & Collection System Improvements |
| 329 | 02/18/2021 | Claims | 1 | 14955 | A&J Select | 55.27 | January 2021 Statement |
| 330 | 02/18/2021 | Claims | 1 | 14956 | Aramark Uniform Services | 104.52 | January 2021 Statement |
| 331 | 02/18/2021 | Claims | 1 | 14957 | Avista Utilities | 686.09 | February 2021 Statement |
| 332 | 02/18/2021 | Claims | 1 | 14958 | BSK Associates | 1,648.00 | January 2021 Water Samples; January 2021 WWTP Samples |
| 333 | 02/18/2021 | Claims | 1 | 14959 | Cascade Columbia Distribution | 770.80 | Chemicals for WWTP |
| 334 | 02/18/2021 | Claims | 1 | 14960 | CenturyLink | 194.73 | February 2021 WWTP Phone Services; February 2021 Kanaka Cr Tr Station Phone Services; February 2021 Fire Station Phone Services |
| 335 | 02/18/2021 | Claims | 1 | 14961 | Centurylink Comm Inc | 47.39 | January 2021 Long Distance |
| 336 | 02/18/2021 | Claims | 1 | 14962 | City of Stevenson | 2,495.93 | City Hall-January 2021 Statement; Fire Hall-January 2021 Statement; Drinking Fountain-January 2021 Statement; East End Irrigation-January 2021 Statement; Grange Hall Irrigation-January 2021 Statement; |
| 337 | 02/18/2021 | Claims | 1 | 14963 | Class 5 | 322.89 | March 2021 Phone Services; March 2021 Fax Services |
| 338 | 02/18/2021 | Claims | 1 | 14964 | Clifton Michael Coulter | 765.00 | January 2021 Court Appointed Attorney Fees |
| 339 | 02/18/2021 | Claims | 1 | 14965 | Columbia Hardware, Inc. | 651.06 | January 2021 Statement |
| 340 | 02/18/2021 | Claims | 1 | 14966 | Columbia River Disposal | 199.24 | January 2021 Statement |
| 341 | 02/18/2021 | Claims | 1 | 14967 | Consolidated Supply Co. | 1,061.02 | Gaskets, Adaptors, Marking Paint; Bushings and Adaptors for WTP; Bushing for WTP |
| 342 | 02/18/2021 | Claims | 1 | 14968 | Correct Equipment | 1,942.91 | Prosser Pump for WTP |
| 343 | 02/18/2021 | Claims | 1 | 14969 | Day Wireless Systems Day Management Corporation | 163.96 | Radio Batteries for FD |
| 344 | 02/18/2021 | Claims | 1 | 14970 | Department of Health | 1,349.40 | 2021 Operating Permit/Certification System Fees |
| 345 | 02/18/2021 | Claims | 1 | 14971 | Gorge Networks Inc | 95.82 | January 2021 WWTP |
| 346 | 02/18/2021 | Claims | 1 | 14972 | Gregory Scott Cheney | 645.00 | January 2021 Inigent Defense |
| 347 | 02/18/2021 | Claims | 1 | 14973 | Maul Foster Alongi | 1,485.00 | Grant Writing Svcs: Integrated Planning Grant Application |
| 348 | 02/18/2021 | Claims | 1 | 14974 | Municipal Code Corp | 455.50 | Electronic Update Pages/Graphs/Images |
| 349 | 02/18/2021 | Claims | 1 | 14975 | NAPA Auto Parts | 323.45 | January 2021 Statement |
| 350 | 02/18/2021 | Claims | 1 | 14976 | NorthShore Medical Group | 134.00 | DOT Exam-Mark Tittle |
| 351 | 02/18/2021 | Claims | 1 | 14977 | Northwest Graphic Works, LLC | 632.39 | Polo Shirts and Hats for crew and staff; T-Shirts & Hoodies for Crew |
| 352 | 02/18/2021 | Claims | 1 | 14978 | Office of State Treasurer - Cash Mgmt Di | 378.56 | February 2021 Remittance |
| 353 | 02/18/2021 | Claims | 1 | 14979 | One Call Concepts, Inc. | 19.26 | January 2021 Statement |
| 354 | 02/18/2021 | Claims | 1 | 14980 | PUD No 1 of Skamania County | 4,463.15 | WWTP-January 2021 Statement; Ryan Allen Intake Stn-January 2021 Statement; Rock Creek Shop-January 2021 Statement; 389 Gropper-January 2021 Statement; 160 SW First Street-January 2021 Statement; Holls |
| 355 | 02/18/2021 | Claims | 1 | 14981 | Petty Cash | 212.18 | February 2021 Statement |

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City Of Stevenson

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| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|----------------------------------|------------|--------|--------|-------|----------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 356 | 02/18/2021 | Claims | 1 | 14982 | QCL, Inc. | 18.00 | Annual Queries for 6 Drivers |
| 357 | 02/18/2021 | Claims | 1 | 14983 | RADCOMP Computers Inc | 2,126.89 | February 2021 IT Services; Server troubleshooting and repair |
| 358 | 02/18/2021 | Claims | 1 | 14984 | Sea-Western Inc | 10,684.27 | Turnout Gear; Fire Boots |
| 359 | 02/18/2021 | Claims | 1 | 14985 | Skamania County Chamber of Commerce | 13,384.93 | January 2021 Contract & Reimbursables |
| 360 | 02/18/2021 | Claims | 1 | 14986 | Skamania County District Court | 419.27 | 2021 Jury Management Services |
| 361 | 02/18/2021 | Claims | 1 | 14987 | Skamania County Fire District #1 | 3,171.09 | Annual Radio Maintenance |
| 362 | 02/18/2021 | Claims | 1 | 14988 | Skamania County Pioneer | 661.54 | Public Hearing-Fireworks; Public Hearing-Fireworks; Notice of Ordinance Adoptions 2020-1166 & 2021-1170; City Council Vacancy Ad; City Council Vacancy Ad; Public Hearing-USDA RD Application; Public Hea |
| 363 | 02/18/2021 | Claims | 1 | 14989 | Skamania County Probation | 1,083.00 | January 2021 Probation Costs |
| 364 | 02/18/2021 | Claims | 1 | 14990 | Skamania County Prosecutor | 1,333.00 | February 2021 Remittance |
| 365 | 02/18/2021 | Claims | 1 | 14991 | Skamania County Treasurer | 17,747.10 | February 2021 Remittance; February 2021 Remittance |
| 366 | 02/18/2021 | Claims | 1 | 14992 | Solutions Yes, LLC | 38.24 | Copy Paper |
| 367 | 02/18/2021 | Claims | 1 | 14993 | Tribeca Transport LLC | 5,908.42 | January 2021 Sludge Hauling |
| 368 | 02/18/2021 | Claims | 1 | 14994 | US Bank Safekeeping | 30.00 | Fidiciary Fees-Jan |
| 369 | 02/18/2021 | Claims | 1 | 14995 | US Bank | 2,579.39 | January 2021 Card #1 Credit Card Statement; January 2021 Card #2 Credit Card Statement |
| 370 | 02/18/2021 | Claims | 1 | 14996 | Verizon Wireless | 80.94 | January Cell Phone Charges |
| 371 | 02/18/2021 | Claims | 1 | 14997 | WEX Bank | 1,696.65 | February 2021 Statement |
| 372 | 02/18/2021 | Claims | 1 | 14998 | WSP USA, Inc | 2,432.59 | First Street Ped Amenities Overlook |
| 373 | 02/18/2021 | Claims | 1 | 14999 | Wallis Engineering, PLLC | 9,242.00 | WWTP & Collection System Imp; 2021 Development Review; Chinidere Estates |
| 374 | 02/18/2021 | Claims | 1 | 15000 | Waste Connections Vancouver District 2 | 9.72 | January 2021 Statement |
| 375 | 02/18/2021 | Claims | 1 | 15001 | Wave Broadband | 299.95 | February 2021 WWTP Interenet Services; City Hall Internet Services |
| | | | | | | 47,131.88 | |
| 001 General Expense Fund | | | | | | 47,131.88 | |
| 100 Street Fund | | | | | | 1,459.11 | |
| 103 Tourism Promo & Develop Fund | | | | | | 13,406.23 | |
| 311 First Street | | | | | | 2,432.59 | |
| 400 Water/Sewer Fund | | | | | | 23,680.99 | |
| 410 Wastewater System Upgrades | | | | | | 20,264.40 | |
| 500 Equipment Service Fund | | | | | | 4,136.81 | |
| 630 Stevenson Municipal Court | | | | | | 384.28 | |
| | | | | | | 112,896.29 | |
| | | | | | | Claims: | 112,896.29 |
| | | | | | | 112,896.29 | |

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City Of Stevenson

Time: 14:29:59 Date: 02/16/2021

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| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------|------|--------|-------|----------|--------|------|
|------------|------|--------|-------|----------|--------|------|

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: _____ Date: _____

Claims Vouchers Reviewed By:

Signed: _____

Signed: _____

Signed: _____

Auditing Committee (Councilmembers or Mayor)