# AGENDA CITY OF STEVENSON COUNCIL MEETING February 16, 2023 6:00 PM, City Hall and Remote

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or 301-715-8592, Meeting ID 889 7550 7011, Zoom link

https://us02web.zoom.us/j/88975507011 or via YouTube at https://www.youtube.com/channel/UC4k9bA0lEEvsF6PSoDwjJvA/

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

- **1. CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor to call the meeting to order, lead the group in reciting the pledge of allegiance and conduct roll call.
- **2. PUBLIC COMMENTS:** [This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign in to be recognized by the Mayor. Comments are limited to three minutes per speaker. The Mayor may extend or further limit these time periods at his discretion. The Mayor may allow citizens to comment on individual agenda items outside of the public comment period at his discretion. Please submit written comments to City Hall in person at 7121 E. Loop Rd, via mail to PO Box 371, Stevenson, WA 98648 or via email to leana@ci.stevenson.wa.us by noon the day of the meeting for inclusion in the council packet.]
- **3. 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) \* 2/14 changes include:
  - -Added Karen Ashley Water Leak Adjustment Request (item 5e)
  - -Added Liquor License Renewals for A&J and Hotel Stevenson (item 5f)
  - -Revised Minutes to clarify the storm water issue will be discussed at the May council meeting (item 5g)
  - -Added staff report to Sewer Update (item 7a)
  - -Added Year End update report to 2023 Budget Amendment (item 8i)
  - -Added Attorney Services Contract (item 8j)
  - -Added Type D Right of Way Request (item 8k)
  - -Added Housing Programs Report (item 9d)
  - -Removed Ben Shumaker from staff reports (formerly item 10a)
  - -Addition of Vouchers (item 11a)

#### 4. SHERIFF'S OFFICE REPORT:

a) Sheriff's Report - The Skamania County Sheriff's reports for activity within Stevenson city limits for the prior two months are presented for council review. A member of the Sheriff's Office will be present for any questions.

- **5. 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 Backwoods Brewing Company
- **Water Adjustment** Mike Rankin (meter No. 203850) requests a water adjustment of \$385.76 for a water leak which they have since repaired.
- c) Water Adjustment Sharon Madsen's estate (meter No. 703700) requests a water adjustment of \$616.22 for a water leak which they have since repaired.
- **Water Adjustment** Wilder and Pines Riverside Cabins (meter No. 509070) requests a water adjustment of \$1,000 for a water leak which they have since repaired.
- \*Water Adjustment Karen Ashley (meter No. 504500) requests a water adjustment of \$75.54 for a water leak which they have since repaired.
- f) \*Liquor License Renewals A&J Stores, Inc. and Hotel Stevenson LLC
- \*Minutes of January 19th regular council meeting and February 9th council workshop.

MOTION: To approve consent agenda items a-g.

#### 6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) Stevenson Downtown Association Presentation - Kelly O'Malley-McKee, Executive Director for the Stevenson Downtown Association, will provide an update on the association.

#### 7. SITUATION UPDATES:

\*Sewer Plant Update - Staff will present an update on the Stevenson Wastewater System and Compliance Schedule.

#### 8. COUNCIL BUSINESS:

**Fireworks Discussion** - City Administrator Leana Kinley presents information from the January 21, 2021 public hearing on the matter, which included results from an online survey, public comments regarding fireworks use inside city limits, and a copy of the minutes from the meeting for further discussion. A memo from Rob Farris, Fire Chief, is also included.

**Skamania County Incarceration Services Agreement** - City Administrator Leana Kinley presents the 2022-23 contract with Skamania County for Incarceration services for council approval. A contract for last year seems to have been missed and this contract will close that gap. There are no changes from previous contracts.

MOTION: To approve the 2022-23 contract with Skamania County for Incarceration services.

Skamania County Building Inspector Agreement Addendum #1 - City Administrator Leana Kinley presents the attached addendum #1 to the interlocal agreement for building inspection and plan review services between the City of Stevenson and Skamania County to include Fire Marshall services for council discussion and consideration.

MOTION: To approve addendum #1 to the interlocal agreement for building inspection and plan review services between the City of Stevenson and Skamania County.

Approve Revised FireMed Radio Agreement - City Administrator Leana Kinley presents the attached draft of the Fire/Med frequency radio users interlocal agreement on behalf of Fire Chief Rob Farris for council consideration. A copy of the tracked changes and a clean version of the contract are attached.

MOTION: Approve the interlocal agreement between Skamania County and Skamania County Emergency Services Agencies.

**Water Adjustment** - Laura Graves requests an adjustment of \$433.30 for the sewer portion of a water leak which they have since repaired. The account was established less than six-months ago, which makes it ineligible for a leak adjustment according to the current policy. A copy of her request and the policy are attached for council consideration.

MOTION: To approve the sewer portion of the utility bill due to a water leak at 304 SW Second St. be adjusted in the amount of \$433.30.

Approve Revised Transportation Improvement Board (TIB) Contract - City Administrator Leana Kinley presents a revised TIB contract for the Loop Rd. project to include design funding, an additional \$63,507, for council consideration. The project is included in the 2023 budget and the change will have no increase on the ending cash balance for the project as both revenues and expenses will be increased.

MOTION: To approve the revised agreement 6-W-974(006)-1 with the State of Washington Transportation Improvement Board in the amount of \$523,929 to rebuild, resurface and add sidewalks along Loop Road from Columbia Ave east to the city limits.

**Approve Contracts for Asset Management System** - City Administrator Leana Kinley presents on behalf of Public Works Director Carolyn Sourek the contract with Cityworks

for asset management software (AMS) with a term of three years at \$14,0000 for the first year and \$16,000 per year for the last two and a proposal from Centricity in the amount of \$39,500 for implementation support for council consideration.

MOTION: To approve the three-year contract with Cityworks for asset management software in the amount of \$14,000 for the first year and \$16,000 for the last two years.

MOTION: To approve the proposal from Centricity for AMS implementation support in the amount of \$39,500.

- **Strategic Plan Q1 2023 Update** City Administrator Leana Kinley presents the attached update to the Strategic Plan established in 2022.
- \*Proposed 2023 Budget Amendments City Administrator Leana Kinley presents proposed changes to the 2023 budget based on revised estimates due to changes in beginning cash balances, updating project costs for the Columbia Realignment project, updating project revenues base don revised funding estimates for the wastewater upgrades fund, and rolling-over the expenses for the preliminary design and engineering on the Park Plaza project. The ordinance needs to be passed and cannot wait for a second reading as it is holding up the state funding contract for the direct appropriation for the park plaza project.

MOTION: To approve ordinance 2023-1193 amending the 2023 budget.

\*Approve Contract for City Attorney - City Administrator Leana Kinley will present a contract with Robert Muth for city attorney services for council consideration.

MOTION: To approve the contract with Robert Muth for city attorney services as presented.

\*Approve Type D Right of Way Permit for 725 NW Angel Heights Rd - City
Administrator Leana Kinley will present the staff report and permit on behalf of Public
Works Director Carolyn Sourek for the request for a Type D long-term use of the city
right of way for a retaining wall at 725 NW Angel Heights Road for council
consideration.

MOTION: To approve City of Stevenson Type D Right of Way Permit for 725 NW Angel Heights Rd. to build a retaining wall within City ROW, conditional upon the installation of a protective concrete collar around the sewer cleanout, and removable at parcel owner's expense if issues with any city infrastructure is observed.

#### 9. INFORMATION ITEMS:

**Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review.

- **Planning Commission Minutes** Minutes are attached from the Planning Commission meeting for the prior month.
- **Contracts Awarded Administratively** The report on contracts, purchases and change orders over \$10,000 approved administratively over the past month is attached.
- \*Housing Programs Report The report for the prior months on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.

#### 10. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Leana Kinley, City Administrator

#### 11. VOUCHER APPROVAL:

\*January 2023 payroll, December 2022 13th month payroll, and February 2023 AP checks have been audited and are presented for approval. January payroll checks 16650 thru 16652 total \$112,488.06 which includes EFT payments. December 2022 13th month payroll EFT payments total \$4,435.75. February 2023 AP checks 16649 and 16653 thru 16711 total \$1,314,560.48, which includes EFT payments. 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.

\_\_\_\_\_\_

#### **UPCOMING MEETINGS AND EVENTS:**

- -Monday, February 13, 2023 6pm Planning Commission Meeting
- -Thursday, February 16, 2023 5:30pm-6pm City Vacuum Truck Show and Tell
- -Monday, February 20, 2023 City Hall Closed in Observance of Presidents' Day
- -Wednesday, March 8, 2023 6pm Council Workshop
- -Monday, March 13, 2023 6pm Planning Commission Meeting
- -Thursday, March 16, 2023 6pm Regular City Council Meeting

01/19/23 09:55	Skamania County Sherif Law Total Incident Report, by	ff's Office Nature of Incident	Page:	5059 1
	Nature of Incident	Total Incidents		
	Abandon Vehicle Right of Way Burglary Residence Unlawful En Business Establishment Alarm Citizen Dispute Custodial Interference Disorderly Conduct Problems with Dogs Domestic Violence Found Property Harrass Incomplete 9-1-1 Calls Information Report Jail Problems/Inmate Problems Medical Emergency Mental Health Problems Parking Problem Patrol Request Traffic Collision Prop Damage Reckless Endangerment Residential Alarm RSO address verification Structure/Building Fire Suspicious Person/Circumstance Threats Traffic Hazard Traffic Stop Tresspassing Power/Gas/Water Problems Vagrancy Wanted Person - Warrant Welfare Check	5 1 5 3 2 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2		
	Total Incidents for This F	Report: 83		
Report include All dates betw All agencies m All natures All locations All responsibl All dispositio All clearance All observed o All reported o All offense co All circumstan	een `00:00:01 11/30/22` and `00: atching `SCSO` matching `21` e officers ns codes ffenses ffenses des	:00:01 12/31/22`		

\*\*\* End of Report /tmp/rptcyMF5L-rplwtir.r2\_1 \*\*\*



#### OFFICE OF THE SKAMANIA COUNTY

## **SHERIFF**

PO Box 790 200 Vancouver Ave. Stevenson WA 98648 Phone (509)427-9490 Fax (509)427-4369 www.skamaniasheriff.com scso@co.skamania.wa.us Tracy Wyckoff Undersheriff

Jason Fritz Chief of Corrections

Vacant Chief Civil Deputy

January 2023
City Of Stevenson
Service Hours

Calls / Patrol

550 hours

5059 Skamania County Sheriff's Office 02/01/23 Law Total Incident Report, by Nature of Incident Page: 1 07:05

Nature of Incident	Total	Incidents
9-1-1 Phone Abuse Simple Assault Burglary Non Res Unlawful Ent Burglary Residence Unlawful En Business Establishment Alarm Carprowl Theft from Auto Citizen Assist Citizen Dispute Custodial Interference Domestic Violence False Information to Police Fireworks Problems Forgery Found Property Fraud Harrass Hospice Information Report Intoxicated Person Lost Property Medical Emergency Mental Health Problems Overdue Person Parking Problem Patrol Request Traffic Collision Prop Damage Prowler Public Nuisance/County Ordinan Shooting Noise Suspicious Person/Circumstance Theft Other Property Theft Automobile Threats Traffic Hazard Traffic Stop Tresspassing Power/Gas/Water Problems Vagrancy VIN Number Inspection Violation Court Orders Vicious Animals Wanted Person - Warrant Welfare Check		1 1 2 2 7 1 4 5 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Total Incidents for This Report: 103 \_\_\_\_\_\_\_

Report includes:

All dates between `00:00:00 01/01/23` and `00:00:00 02/01/23` All agencies matching `SCSO`

All natures

All locations matching `21`

All responsible officers

All dispositions

All clearance codes

All observed offenses

# MINTUES CITY OF STEVENSON COUNCIL MEETING January 19, 2023 6:00 PM, City Hall and Remote

**1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor Anderson** called the meeting to order at 6:00 p.m., led the group in reciting the pledge of allegiance and conducted roll call.

**Elected officials attending:** Mayor Scott Anderson; Councilmembers Dave Cox, Michael Johnson, Kristy McCaskell, David Wyatt, Paul Hendricks

**Staff attending:** City Administrator Leana Kinley, Community Development Director Ben Shumaker, City Attorney Ken Woodrich

**Guests attending:** Angie Waiss, Executive Director, Skamania County Chamber of Commerce, Tracy Wyckoff, Skamania County Sheriff's Department

Public attending: Chuck Oldfield

#### 2. PUBLIC COMMENTS:

>Chuck Oldfield spoke about storm water management and run-off issues in his neighborhood.

#### 3. CHANGES TO THE AGENDA:

- a) 1/18 changes include:
  - -Added HEALing SCARS resolution (item 7a)
  - -Added Bell Design Co. contract (item 8e)
  - -Addition of December Comp Time Roll-over (item 8h)
  - -Addition of Vouchers (item 11a)
- **4. CONSENT AGENDA:** The following items were presented for Council approval.
- a) Liquor License Change in Corporate Officers/Stockholders Skamania Lodge
- **Minutes** of December 14, 2022 special meeting, December 14, 2022 special workshop, December 15, 2022 regular meeting, and January 11, 2023 special workshop.

**MOTION** to approve consent agenda items a-b was made by **Councilmember Hendricks**, seconded by **Councilmember McCaskell**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

#### 5. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) Skamania County Chamber of Commerce - Executive Director Angie Waiss provided an update on recent Chamber events and activities, including membership numbers, an assessment/needs survey, a new government affairs committee, upcoming Chamber events, and advertising and market opportunities. WiFi service, local webcams and the weather station have been replaced.

#### 6. SITUATION UPDATES:

a) Sewer Plant Update (1) - Staff presented an update on the Stevenson Wastewater System and Compliance Schedule. City Administrator Kinley noted the administrative order from the Department of Ecology has been lifted as the city has fulfilled their requirements, but the moratorium is still in place.

#### 7. UNFINISHED BUSINESS:

a) HEALing SCARS Program Discussion - Community Development Director Ben Shumaker presented and explained the staff memo and resolution creating the Helping Adjacent Landowners Sewer Connection and Replumbing Stipend loan program. He shared it has been expanded to include systems within 300' of a fish bearing stream. The interest rate has been set at 4.25%.

**MOTION** to approve resolution 2023-402, a resolution of the City Council of Stevenson adopting a septic-to-sewer program entitled HEALing SCARS in Stevenson was made by **Councilmember McCaskell**, seconded by **Councilmember Hendricks**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

b) Pool District Loan Agreement Amendment - City Administrator Leana Kinley presented an amendment to the interlocal agreement with the Stevenson Community Pool District to forgive \$25,000 of the \$40,000 loan provided in 2022 as approved at the December 15, 2022 council meeting.

**MOTION** to approve amendment #1 to the interlocal agreement between the Stevenson Community Pool District and the City of Stevenson as presented was made by **Councilmember Johnson**, seconded by **Councilmember Hendricks**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

c) Latecomers Agreement Ordinance for Main D Sewer Mainline Extension along East
Loop Road and Frank Johns Road - City Administrator Leana Kinley presented and
provided details regarding the latecomers agreement ordinance re-approving the
reimbursement area for council consideration. She explained the assessment calculation

for the Main D sewer mainline extension along East Loop Road and Frank Johns Road.

**MOTION** to approve ordinance 2023-1192 an ordinance re-approving the sewer assessment reimbursement area and calculation for the main D sewer line extension in the City of Stevenson, Washington as presented was made by **Councilmember Cox**, seconded by **Councilmember McCaskell**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

#### 8. COUNCIL BUSINESS:

- a) Citywide Traffic Assessment City Administrator Leana Kinley presented and explained the completed Stevenson Citywide Traffic Assessment for council information and discussion. She noted the newest Transportation Improvement Plan contained the recommendations made. The assessment took into account intersections outside the original scope.
- b) Skamania County Prosecuting Attorney Agreement City Administrator Leana Kinley presented the 2023 contract with Skamania County for Prosecuting Attorney services. The rate has increased from \$16,000 to \$18,000 (12.5%). The amount hasn't changed in over 10 years even though their service costs have increased, mainly due to employee salaries and benefits.

**MOTION** to approve the interlocal agreement with Skamania County for Prosecuting Attorney was made by **Councilmember Johnson**, seconded by **Councilmember Hendricks**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

c) Discuss Committee Appointments - Mayor Scott Anderson presented the attached 2023 draft committee and board appointments for council discussion. Councilmembers volunteered to serve on various committees, including the Fair Board, Public Art Committee, Law Enforcement Contract Committee, the Annexation Sub-Committee and the Shoreline Public Access Committee.

**MOTION** to approve appointments as agreed was made by **Councilmember Hendricks**, seconded by **Councilmember Johnson**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

d) Approve Transportation Improvement Board (TIB) Contracts - City Administrator Leana Kinley presented and explained three contracts for projects receiving TIB grants, as outlined in the attached letter, for council consideration. These projects are included in the 2023 budget.

**MOTION** to approve agreement 2-W-974(002)-1 with the State of Washington Transportation Improvement Board in the amount of \$144,907 for seal coating sections outlined in the segment list was made by **Councilmember Johnson**, seconded by **Councilmember Hendricks**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

MOTION to approve agreement 6-W-974(006)-1 with the State of Washington

Transportation Improvement Board in the amount of \$460,422 to rebuild, resurface and add sidewalks along Loop Road from Columbia Ave east to the city limits was made by

Councilmember Cox, seconded by Councilmember McCaskell.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

**MOTION** to approve agreement 2-W-974(003)-1 with the State of Washington Transportation Improvement Board in the amount of \$74,146 for the McEvoy Overlay project was made by **Councilmember McCaskell**, seconded by **Councilmember Cox**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

e) Approve Bell Design On-Call Contract - City Administrator Leana Kinley presented the three-year contract with Bell Design for on-call engineering standards update services for a cost not to exceed \$80,800. This contract was selected through the city's recent RFQ process for on-call engineering services.

**MOTION** to approve the contract with Bell Design for on-call engineering standards update services for a cost not to exceed \$80,800 was made by **Councilmember Hendricks**, seconded by **Councilmember Johnson**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

f) Approve FLO Analytics On-Call Contract - City Administrator Leana Kinley presented the three-year contract with FLO Analytics for on-call GIS services for a cost not to exceed \$31,700 per budget year as outlined in the scope of work. This contract was selected through the city's recent RFQ process for on-call engineering services.

**MOTION** to approve the contract with FLO Analytics for on-call GIS services for a cost not to exceed \$31,700 per budget year was made by **Councilmember Hendricks**, seconded by **Councilmember McCaskell**.

Voting aye: Councilmembers Hendricks, McCaskell, Cox, Johnson, Wyatt.

g) Draft 2023 Council Workshop Calendar - City Administrator Leana Kinley presented incur and asked Council to determine the draft 2023 council workshop training calendar.

She shared details on upcoming training needs and presentations available for council members.

h) December 2022 Comp Time Roll-Over - City Administrator Leana Kinley discussed and clarified rolling over 20 hours comp-time for one employee to be used within the first quarter of 2023 due to the unusual winter storm over the Christmas holiday. The overall budget impact from the salary increase at the beginning of the year compared to if it was taken in 2022 is less than \$100.

**MOTION** to approve rolling over 20 hours of comp time accumulated by an employee from the winter storm in December 2022 to be used by March 31, 2023 was made by **Councilmember Hendricks**, seconded by **Councilmember Johnson**.

**MOTION** to amend the original motion not allowing additional overtime to be incurred by the use of this rollover was made by **Councilmember Cox**, seconded by **Councilmember Hendricks**.

Voting aye on the amendment: **Councilmembers Wyatt, McCaskell, Hendricks, Cox, Johnson.** 

Voting aye on the motion as amended: **Councilmembers Wyatt, McCaskell, Hendricks, Cox, Johnson.** 

- 9. INFORMATION ITEMS: The following items were presented for Council review.
- a) Skamania County Chamber of Commerce Report activities conducted in the prior month.
- **b)** Housing Programs Report on housing services provided by Washington Gorge Action Programs in Skamania County in the previous month.
- c) Financial Report The preliminary Treasurer's Report and year-to-date revenues and expenses for year-end were presented for council review.
- **Contracts Awarded Administratively** The report on contracts, purchases and change orders over \$10,000 approved administratively over the past month was available.
- **e)** Regional Transportation Council Annual Report for 2022 was included for council information.

#### 10. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Ben Shumaker, Community Development Director provided the following updates.

- i. A meeting is tentatively set for February 15<sup>th</sup>, 2023 to review information assembled by the consultants for the Shoreline Access Plan.
- **ii.** A sub-committee of the Planning Commission is reaching out to Skamania County planning officials to facilitate consistency between the city and county annexation approaches.
- **iii.** State and Federal funding for Broadband expansion is becoming available. WSU Extension is providing public outreach to gather information to help develop a statewide broadband plan. **Councilmember Wyatt** volunteered to serve on any committees regarding broadband access.

#### b) Leana Kinley, City Administrator

- i. Undersheriff Tracy Wyckoff introduced himself and stated he would be attending City Council meetings on behalf of the Sheriff's Department.
- ii. A draft report from soil tests taken for the Columbia Avenue realignment project is now being reviewed by the Department of Ecology. Discussions with several property owners on any required mitigation responses will take place after DOE completes their review and provides recommendations. The anticipated timeline to have the project consultants meet with property owners is mid-to late February 2023.
- **iii.** A Parks Plan grant was applied for through the state Recreation and Conservation Office and is awaiting news of a decision.
- **iv.** The city is trialing several work order systems that may be able to incorporate the work orders into the city's GIS system and possibly align with building permits.
- **v.** The city is going through a bid process in hopes of securing a truck. Supply chain issues are limiting the availability of vehicles.
- vi. City Attorney Woodrich announced his retirement at the end of March 2023. He was thanked by Mayor Anderson and the Council for his years of service to the city. City Administrator Kinley noted a Request for Qualifications regarding the open position of city attorney will be released shortly.

#### 11. VOUCHER APPROVAL:

\*December 2022 payroll, December 2022, 2022 13th month, and January 2023 AP checks have been audited and were presented for approval. December payroll checks 16479 thru 16497 and 16554 thru 16558 total \$117,921.13 included EFT payments. December 2022 AP checks 16559 thru 16619 total \$782,359.96 included EFT payments. January 2023 AP checks 16620 thru 16648 total \$403,867.06 included EFT payments. The AP check register with fund transaction summary was attached for review.

**MOTION** to approve the vouchers as presented was made by **Councilmember Hendricks**, seconded by **Councilmember Cox**.

Voting aye: Councilmembers McCaskell, Wyatt, Hendricks, Cox, Johnson.

#### 12. MAYOR AND COUNCIL REPORTS:

a) Councilmember Hendricks noted the gravel road near Maple and Alameda was being heavily used by construction vehicles and needed timely maintenance.

#### 13. ISSUES FOR THE NEXT MEETING:

Scott Anderson, Mayor

- a) Councilmember Wyatt noted a constituent had asked about addressing fireworks.
- **Councilmember Cox** asked revisit the stormwater issue. This will be discussed at the May council meeting when the Public Works Director is back at full-time work.
- Mayor Anderson shared information he acquired during the Mayor's Exchange held recently in Olympia. Finding ways to fund affordable and attainable housing was a main topic. He reported preliminary discussions are taking place at the state Capitol regarding the use of Tourism Advisory Committee (TAC) funding for workforce housing construction.
- **Mayor Anderson** noted a visit to Stevenson from Rep. Marie Gluesenkamp Perez was positive, and a town hall style meeting was well attended.

**14. ADJOURNMENT - Mayor Anderson** adjourned the meeting at 7:39 p.m.

Date

# MINUTES CITY OF STEVENSON COUNCIL WORKSHOP February 09, 2023 6:00 PM, City Hall and Remote

1. CALL TO ORDER: Mayor Anderson	called the meeting to order at 6:02 pm.
PRESENT	
Councilmember Dave Cox	
Councilmember Kristy McCaskell	
Councilmember Michael D. Johnson	
Councilmember David Wyatt	
Public Works Director Carolyn Soure	k
Community Development Director B	en Shumaker
City Administrator Leana Kinley	
ABSENT	
Councilmember Paul Hendricks	
2. COUNCIL BUSINESS:	
parking (SMC 10.08 Loading 2 on community feedback, cha Development Director Ben Sh	s been working on updates to the city's code regarding Zones and 10.12 Parking Prohibited in Certain Areas) based nging requirements, and street maintenance. Community numaker presented information regarding the topic of tevenson and city-wide, and the council discussed.
3. ADJOURNMENT - Mayor Anderson	n adjourned the meeting at 7:44 pm.
Scott Anderson, Mayor	Date



## City of Stevenson

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: Stevenson City Council

From: Carolyn Sourek, Public Works Director

RE: Sewer Plant Update Meeting Date: February 16, 2023

#### **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:**

The plant continues to operate within its permit limits for total suspended solids (TSS), biochemical oxygen demand (BOD), and bacteria for its effluent.

The WWTP Plant Upgrade project has successfully completed multiple concrete pours of the basin floor and the contractor continues tying rebar and constructing forms for the associated walls. Challenges associated with acquisition of electrical materials have pushed the schedule into 2024. While not formally approved, we expect significant delays to the project beyond the contract fixed completion date. The construction management firm is evaluating the schedule and will provide comments to the contractor on its reasonableness.

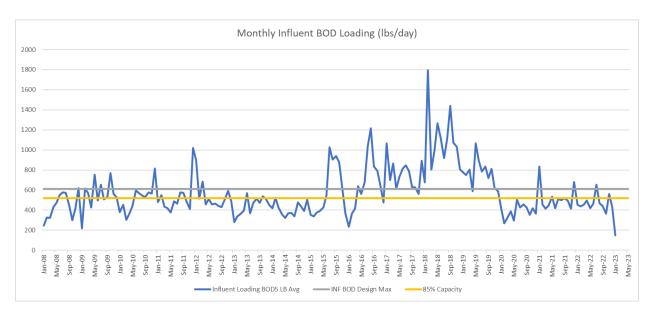
Only punchlist items remain for the contractor to complete the 2021 Collection System Improvements Project.

County and Port representatives have reviewed and provided comments on the 60% design on Kanaka, Cascade, and Fairgrounds pump stations. Consultant engineers and the City are working to resolve concerns from both parties prior to completion of the 90% design. We anticipate this project being advertised in the Spring.

We continue to wait for warmer weather and the return of the clarifier fish.

#### **Plant Operations:**

The average monthly Influent BOD load since 2008 is in the chart below.



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

#### **Funding:**

The \$2.5M in direct federal appropriations requested spring of 2021 is moving forward. The application has been submitted and we are waiting for EPA review and a contract. As soon as the process is completed, we can be reimbursed for the work. Due to the increased cost for the WWTP project, the \$2.5M in funds will allow us to hold off on requesting additional loan funds as long as possible.

			Forgivable	
	Budget	Loan	Principal	Grant
WW Upgrades Design	2,000,000	960,000	400,000	
WW Collection System Upgrades	5,100,000	873,000		4,125,000
WW Treatment Plant Construction	12,100,000	8,700,000	900,000	2,500,000
Main D Extension	300,000	270,000	30,000	
Totals:	19,500,000	10,803,000	1,330,000	6,625,000
Amount of Funding:			41% Grant and Forg	givable Principal
Loan terms:				
	DOE Loan 1: 2.0% i	nterest, 20-years	s, \$61k est. annual p	ayment
	DOE Loan 2: 1.5% i	nterest, 30-years	s, \$375k est. annual	payment
	USDA Loan: 1.375%	6 interest, 40-yea	ars, \$29k est. annual	payment

#### **Action Needed:**

None.

#### 1/20/2021

Thank you for considering a ban on fireworks in the city of Stevenson. My experience is that fireworks are discharged outside of the state allowed hours and days around both Independence Day and New Year's Eve. See below table. The terrorizing noise cannot be escaped.

Independence Day is supposed to be a holiday where we honor our nation.

Unfortunately many people including myself dread the holiday due to relentless fireworks night after night.

This New Year's Eve I witnessed the explosive noise of possibly the most fireworks in the nearly 29 years I have lived in Stevenson. And it was not contained to December 31<sup>st</sup>.

Some of my concerns are for city and county residents who may suffer from issues such as PTSD, residents who require sleep to function the next day, pet anxiety, wildlife insensitivity, fire danger and pollution.

Thank you,

Moníca Masco

#### Dates and Times Fireworks May Be Sold or Discharged

RCW 70.77.395 sets the allowable times for sale or discharge of fireworks.

DATE	MAY BE SOLD/PURCHASED	MAY BE USED/DISCHARGED
June 28	Noon – 11 pm	Noon – 11 pm
June 29 – July 3	9 am – 11 pm	9 am – 11 pm
July 4	9 am – 11 pm	9 am – Midnight
July 5	9 am – 11 pm	9 am – 11 pm
December 27 – 30	Noon – 11 pm	May not be discharged
December 31	Noon – 11 pm	6 pm – 1 am (January 1)

Note: Does not apply to tribal lands. City/county regulations may be more restrictive or prohibit fireworks entirely but may not be less restrictive.



#### Crazy Ray's Fireworks

160 NW Second Street, Stevenson, WA 98648

crazyraysfireworks@gmail.com

January 21, 2021

City of Stevenson 7121 E. Loop Road PO OX 371 Stevenson, WA 98648

RE: Public Hearing, Fireworks

Honorable Council and Mayor Anderson;

In late 2020 a (then) council member brought the idea to discuss banning the use of consumer fireworks within city limits to his colleagues. The council decided to take this up on their agenda and have scheduled a public hearing to occur on Thursday, January 21, 2021.

As is likely evident our small business is a seasonal, retail outlet for consumer fireworks; meaning this discussion and any actions considered or decisions made will have a tremendous impact on us. With this in mind, we have worked tirelessly to review the results of the survey released by the City and bring you some important information related to this issue. We hope you will take the time necessary to consider this information and take an informed, reasonable approach to this matter.

First and foremost, we would like to address the responses to three key questions in the survey developed by the City. The data we will be referencing here is specific to the answers provided by residents or property owners within the city limits, of which there were 172 respondents.

Question 9 asks "What is your level of concern, if any, about the personal use and discharge of fireworks in the City of Stevenson?" More than one-half of respondents (64%) were not concerned or only somewhat concerned about personal use of fireworks within the city limits.

Question 10 asks "Reasons for those who are somewhat or very concerned." Respondents had options to choose more than one reason, and collectively greater than 50% of the reasons for concern could be addressed through existing City ordinances or state law (e.g. current ordinances and law regarding littering, property damages, use of illegal fireworks, etc.)

Question 11 asks "What actions would you prioritize to mitigate your concern?" Only 51 respondents chose "a complete ban of fireworks." as opposed to 120 respondents who chose other options, such as "no action", "mandatory cleanup of debris" and "other."

Considering the responses to these three questions, the constituency does not support a ban on the use of consumer fireworks.

Nonetheless, we feel it is important for us to provide additional information and help the Council understand that there are more than enough regulations to address neighborly concerns.

Let's address existing laws related to fireworks in Washington state. RCW 70.77 is the state fireworks law and address use, public displays, importing, wholesale and retail sales. It goes on to address licensing, storage, manufacturing and more.

These laws allow retail sales and use of consumer fireworks (on non-tribal land) as follows:

DATE	MAY BE SOLD/PURCHASED	MAY BE USED/DISCHARGED
June 28	Noon – 11 pm	Noon – 11 pm
June 29 – July 3	9 am - 11 pm	9 am – 11 pm
July 4	9 am - 11 pm	9 am – Midnight
July 5	9 am - 11 pm	9 am – 11 pm
December 27 – 30	Noon – 11 pm	May not be discharged
December 31	Noon – 11 pm	6 pm – 1 am (January 1)

Source: Municipal Research and Services Center, Washington (www.mrsc.org)

In Washington State, the following fireworks are *illegal* to sell (on non-tribal land). With very limited exceptions, and with a special permit issued by the local fire official, firecrackers, salutes and chasers may be used when purchased from a wholesale distributor. Otherwise, retailers may not sell them, and consumers may not use them.

#### Which fireworks are illegal in our state?

These are listed as Consumer Fireworks but are illegal to sell, possess, and/or discharge within the State of Washington. They are legal to sell, possess, and/or discharge on tribal lands.

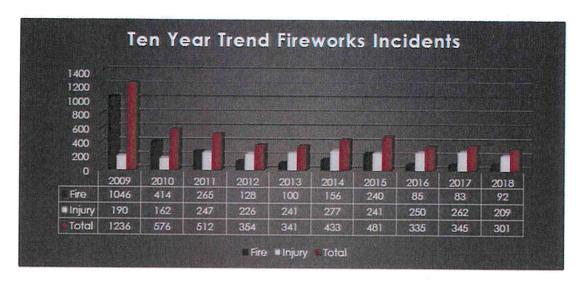


Source: Washington State Patrol, Fire Marshal (www.wsp.wa.gov)

As a licensed retailer of consumer fireworks, we are required to post this notice at our sales establishment. Not only do we post this notice, and the regulated hours for sales and use (as listed above), but we work diligently to educate consumers on how to safely enjoy fireworks as a part of their holiday celebrations.

Further, data available from the Washington State Patrol indicates that many of the immediate concerns typically brought up when discussing fireworks bans (e.g. fire, injury to persons) have not been an issue in our county.

The chart below, as clipped from the 2018 and 2019 Fire in Washington Report shows the ten-year trend for fireworks incidents continues to decline and goes on to show a summary of incident reports received (Skamania County) by county agency and type.



#### 2018 Reports by Agency:

County	5 7 10 5	ire Departm	ent	\$ ( 40	Fire District		Hospi	tal	Grand
State of the last	Fire	Injury	Total	Fire	Injury	Total	Injury	Total	Total
*	+ ==					- 1			
Skamania	0	0	0	0	0	0	1	1	
		<del></del>	<del></del>	-					
Skamania	0	0	0	0	0	0	0 0	0	0

As the Council considers our information and comments from other community members, please remember it is easy for the complaints and concerns to overtake a discussion and for one to lose sight of the positive aspects surrounding the use of consumer fireworks as a part of the holiday celebrations in our community. We would like to offer a few examples:

1. After five years in business, we have established a report with our customers and know that many of them travel to Stevenson specifically for Independence Day, lodging overnight at local hotels, enjoying the chance to light off fireworks at the Port and staying for the public display at the Fairgrounds.

- 2. Many of our customers are neighbors who get together to celebrate the holidays and pool their fireworks to create a unique display. They get to enjoy each other's company and build neighborly relationships.
- 3. All of our customers appreciate the safety guidelines we recommend and our consistent delivery of the legal sales and use periods; and we firmly believe they help to spread these safety messages to others.

In closing, we hope the Council sees that piling more regulations on top of the existing law will only serve to confuse consumers, and it is our opinion that a more appropriate avenue would be engagement through a public education campaign. We believe most people are respectful and safe, and that those who choose to ignore the existing law will pay no better attention to new ones. Yet, through education and encouragement from those who enjoy their freedom and fireworks, we can continue a culture of celebrating safely.

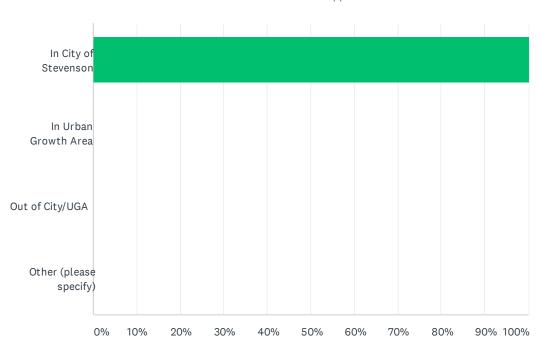
Sincerely,

Ray & Ann Lueders

Managers, Crazy Ray's Fireworks

### Q1 Where do you live?

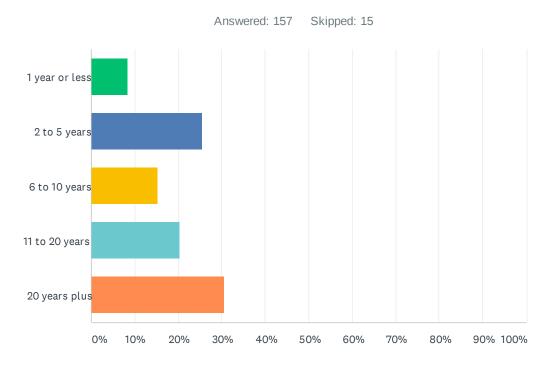




ANSWER CHOICES	RESPONSES	
In City of Stevenson	100.00%	172
In Urban Growth Area	0.00%	0
Out of City/UGA	0.00%	0
Other (please specify)	0.00%	0
TOTAL		172

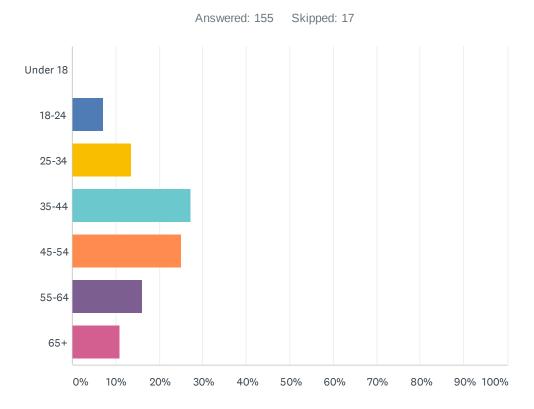
#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

## Q3 How long have you been a resident of Stevenson?



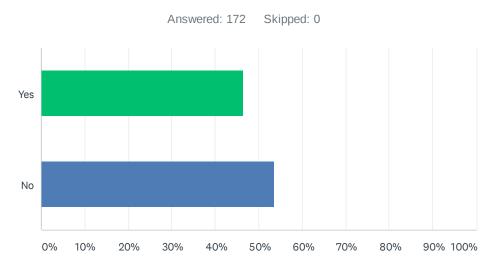
ANSWER CHOICES	RESPONSES	
1 year or less	8.28%	13
2 to 5 years	25.48%	40
6 to 10 years	15.29%	24
11 to 20 years	20.38%	32
20 years plus	30.57%	48
TOTAL		157

### Q4 What is your age group?



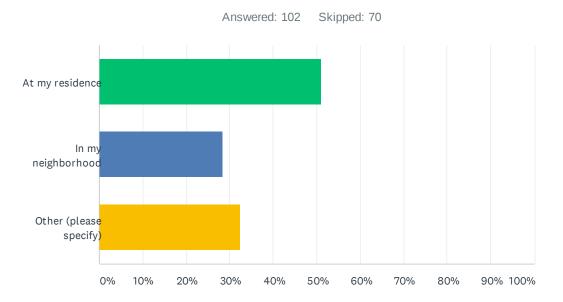
ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	7.10%	L1
25-34	13.55%	21
35-44	27.10%	12
45-54	25.16%	39
55-64	16.13%	25
65+	10.97%	L7
TOTAL	15	55

# Q5 Do you typically buy and/or discharge fireworks around the 4th of July holiday?



ANSWER CHOICES	RESPONSES	
Yes	46.51%	80
No	53.49%	92
TOTAL		172

### Q6 If yes, where do you typically discharge fireworks?

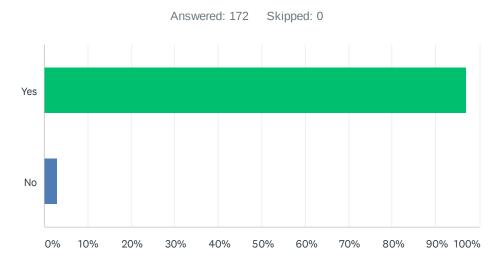


ANSWER CHOICES	RESPONSES	
At my residence	50.98%	52
In my neighborhood	28.43%	29
Other (please specify)	32.35%	33
Total Respondents: 102		

#### 2021 Fireworks Survey

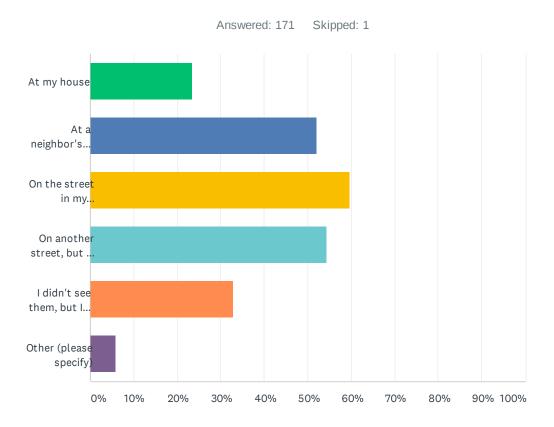
#	OTHER (PLEASE SPECIFY)	DATE
1	We enjoy neighbor's Fireworks	1/11/2021 9:50 AM
2	Don't buy	1/11/2021 5:48 AM
3	Carson neighborhood	1/8/2021 2:04 PM
4	Safe open places with lower risk of fire.	1/8/2021 11:50 AM
5	The port	1/8/2021 8:12 AM
6	I dont	1/8/2021 6:31 AM
7	Port of Skamania Waterfront	1/8/2021 6:20 AM
8	If I purchase sparklers, use at home	1/7/2021 5:15 PM
9	Out of state	1/7/2021 4:03 PM
10	not applicable	1/7/2021 10:40 AM
11	I dont	1/7/2021 9:50 AM
12	The waterfront	1/7/2021 8:36 AM
13	seaside	1/7/2021 8:01 AM
14	Watch at fairgrounds	1/7/2021 7:31 AM
15	Water front	1/7/2021 7:14 AM
16	N/A	1/7/2021 6:21 AM
17	dont buy	1/7/2021 5:43 AM
18	At fairgrounds where it is not near someone else's home	1/6/2021 10:58 PM
19	At friends houses	1/6/2021 10:43 PM
20	Do not	1/6/2021 10:18 PM
21	In allowed a designated safe spaces	1/6/2021 10:06 PM
22	N/A	1/6/2021 9:59 PM
23	A few around my house or in town somewhere and most others are done in hemlock	1/6/2021 9:55 PM
24	Friends in North B	1/6/2021 8:19 PM
25	where were allowed now at the port of stevenson.	1/6/2021 8:15 PM
26	Friends homes in Stevenson	1/6/2021 8:13 PM
27	Waterfront	1/6/2021 6:59 PM
28	None	1/6/2021 4:19 PM
29	I don't typically when I do, it is less than \$10 worth	1/6/2021 3:58 PM
30	I dont spend money on fireworks	1/6/2021 3:51 PM
31	Crazy Rays Fireworks	1/6/2021 3:40 PM
32	I don't	1/6/2021 3:40 PM
33	I don't	1/6/2021 3:04 PM

# Q7 Have you observed the personal use of fireworks in your area or neighborhood around the 4th of July holiday?



ANSWER CHOICES	RESPONSES	
Yes	97.09%	167
No	2.91%	5
TOTAL		172

# Q8 If yes, where were the fireworks discharged in relation to your residence?

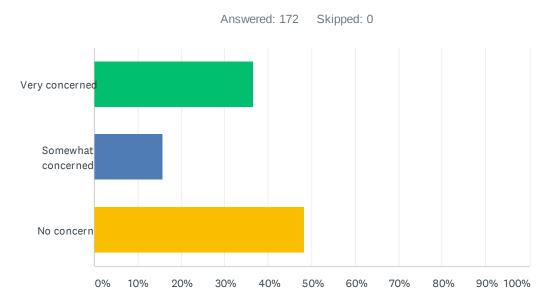


ANSWER CHOICES	RESPONSES	
At my house	23.39%	40
At a neighbor's house	52.05%	89
On the street in my neighborhood	59.65%	102
On another street, but I could see the display	54.39%	93
I didn't see them, but I heard them	32.75%	56
Other (please specify)	5.85%	10
Total Respondents: 171		

#### 2021 Fireworks Survey

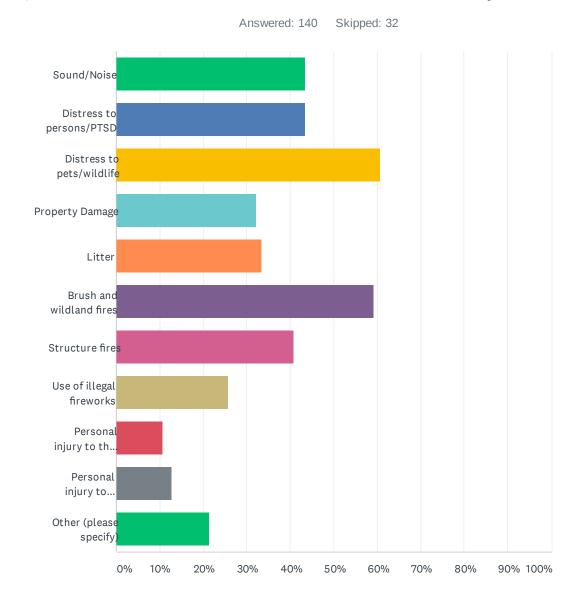
#	OTHER (PLEASE SPECIFY)	DATE
1	Forested Areas Surrounding Stevenson	1/13/2021 6:36 PM
2	Fair grounds or port property	1/8/2021 6:27 AM
3	county works parking lot	1/7/2021 10:56 AM
4	On EVERY side of our property	1/7/2021 10:40 AM
5	Fairgrounds	1/7/2021 7:31 AM
6	down at the fairgroundsI can see them from my deck	1/7/2021 5:43 AM
7	previos city we lived in	1/6/2021 10:18 PM
8	I have not been here for the 4th of July yet	1/6/2021 9:59 PM
9	Above home in forest land	1/6/2021 5:14 PM
10	School parking lot	1/6/2021 3:05 PM

# Q9 What is your level of concern, if any, about the personal use and discharge of fireworks in the City of Stevenson?



ANSWER CHOICES	RESPONSES	
Very concerned	36.63%	63
Somewhat concerned	15.70%	27
No concern	48.26%	83
Total Respondents: 172		

### Q10 Reasons for those who are somewhat or very concerned:



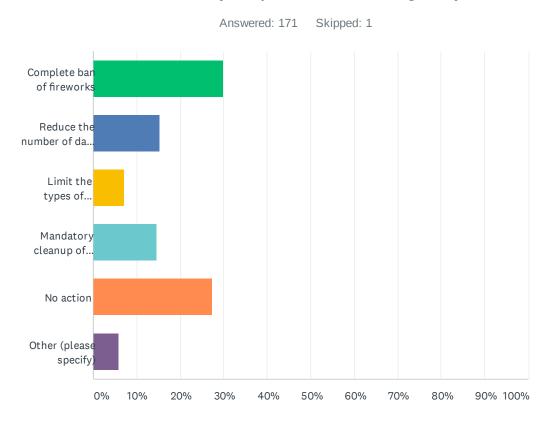
#### 2021 Fireworks Survey

ANSWER CHOICES	RESPONSES	
Sound/Noise	43.57%	61
Distress to persons/PTSD	43.57%	61
Distress to pets/wildlife	60.71%	85
Property Damage	32.14%	45
Litter	33.57%	47
Brush and wildland fires	59.29%	83
Structure fires	40.71%	57
Use of illegal fireworks	25.71%	36
Personal injury to those discharging fireworks	10.71%	15
Personal injury to bystanders	12.86%	18
Other (please specify)	21.43%	30
Total Respondents: 140		

#### 2021 Fireworks Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	Excessive use for Fireworks during non permitted times of the year	1/13/2021 6:36 PM
2	n/a	1/11/2021 9:50 AM
3	I have no concerns	1/8/2021 9:27 PM
4	Not concerned	1/8/2021 9:02 PM
5	No concern	1/8/2021 6:31 AM
6	Neighbors not observing prevailing weather conditions while discharging legal fireworks.	1/8/2021 6:20 AM
7	Was the Eagle Creek fire and subsequent damage not big enough?	1/7/2021 7:25 PM
8	Injuries in general and speed of care	1/7/2021 5:15 PM
9	People bitching because they don't have anything better to do.	1/7/2021 4:36 PM
10	People are becoming to sensitive, should move to California if they can't handle fireworks	1/7/2021 1:49 PM
11	Many come to the waterfront to discharge fireworks from the shorline and Stevenson Pier over and into the Columbia River = toxic environmental and water contamination and pollution concerns.	1/7/2021 9:04 AM
12	None because it's not my business	1/7/2021 8:08 AM
13	All of the above	1/7/2021 7:31 AM
14	None	1/6/2021 11:23 PM
15	Not concerned if only on holidays	1/6/2021 9:59 PM
16	Idk	1/6/2021 9:59 PM
17	No concern	1/6/2021 9:55 PM
18	Not concerned	1/6/2021 6:14 PM
19	None	1/6/2021 4:19 PM
20	None	1/6/2021 3:56 PM
21	No concerns	1/6/2021 3:53 PM
22	All of the above but 99% of the time none of that is going it happen	1/6/2021 3:44 PM
23	N/A	1/6/2021 3:40 PM
24	Mostly concerned with fireworks that can be shot into the sky (bottle rockets, etc) due to increased fire danger	1/6/2021 3:30 PM
25	if you don't like fireworks then leave our area, take your liberal agenda with you	1/6/2021 3:28 PM
26	N/A	1/6/2021 3:27 PM
27	No concerns	1/6/2021 3:27 PM
28	More concerned about people wasting emergency services time when they call and complain	1/6/2021 3:16 PM
29	Not concerned	1/6/2021 3:14 PM
30	No concern	1/6/2021 3:09 PM

### Q11 What actions would you prioritize to mitigate your concerns?



ANSWER CHOICES	RESPONSES	
Complete ban of fireworks	29.82%	51
Reduce the number of days fireworks discharged	15.20%	26
Limit the types of fireworks permitted	7.02%	12
Mandatory cleanup of debris by users	14.62%	25
No action	27.49%	47
Other (please specify)	5.85%	10
TOTAL		171

#	OTHER (PLEASE SPECIFY)	DATE
1	I have no concerns	1/8/2021 9:27 PM
2	No action, this is stupid	1/8/2021 9:02 PM
3	Area where one could buy a permit to light them off, utilize the work crew from the jail for cleanup of the area afterwards.	1/8/2021 7:55 PM
4	Designated location within city limits like Fairgrounds with limited time window in which EMS is on hand	1/7/2021 9:14 PM
5	Type and days and safe location	1/7/2021 5:15 PM
6	designated area	1/7/2021 11:30 AM
7	Control the time, this year we had people lighting fireworks at 1-1:45am	1/7/2021 9:43 AM
8	I don't have any concerns	1/6/2021 8:19 PM
9	Limit size/type, mandatory cleanup, and reduce number of days permitted.	1/6/2021 3:11 PM
10	Control the hours that fireworks are discharged better	1/6/2021 3:05 PM

# Q12 Please share any other comments you have below:

Answered: 65 Skipped: 107

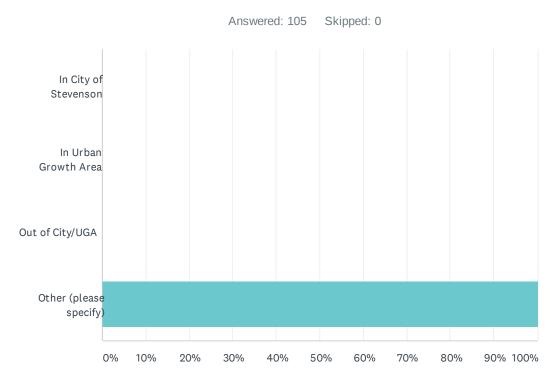
#	RESPONSES	DATE
1	I am very concerned about Wild Fire in our area. As we have witness the destruction of the National forest at Eagle Creek and the area stretching 30 mile to the west and 10 miles to the east, it is just a matter of time before another "Mishap" occurs in our area. July 4th coincides with the highest danger of Wild Fire in concert with the daily thermal winds that the Columbia River Gorge is known for. I ask you to consider a total ban of fire works before it too late. A Wild Fire in our area would cause loss of life (human and wild life) and cause catastrophic disaster both economically and environmentally. This should not be taken lightly as we are experiencing the effects of Global Warming NOW and its only going to get worse. Thank you for your time and concern regarding this matter.	1/13/2021 6:36 PM
2	I love watching the city-sponsored bug fireworks displays, but the neighborhood fireworks are far too loud and distressing for pets and many people!	1/13/2021 2:08 PM
3	Discharging of fireworks takes place beyond the legal days in July and around the NYE holiday. I even try to be out of town so I do not have to endure the terrible stress of the fireworks. That is not always possible for the 10 days around July when the community is discharging fireworks. I am greatly concerned as you can see in the survey response. I find nothing useful about the discharging of fireworks. I hope the city council considers the seriousness of this issue and appreciate the opportunity to take the survey.	1/13/2021 1:40 PM
4	On the July 4th, individuals set off high powered fireworks from the fair ground's parking lot, Rock Creek Dr and Vancouver AV. The fireworks sent sparks over houses and trees, the noise was deafening!! On Vancouver AV, fireworks ignited a fire which burned the shrubbery the width of a lot. The fire department's quick response prevented the fire from spreading to nearby houses and an apartment complex. The fireworks continued until well after midnight. Morning found the parking lot and Rock Creek Dr strewn with debris. In addition to the extreme noise, fire danger and litter, the fireworks terrified our pets. I believe fireworks have become too dangerous and high powered to be set off within city limits. The Fourth of July celebration Is no longer something to be enjoyed, it is something to be endured. It's time to limit or ban fireworks in our city and neighborhoods. Regards, Patty Price	1/13/2021 10:20 AM
5	I was visiting the Oregon Coast during July 4 so did not observe fireworks in Stevenson but in General I dislike fireworks due to the trauma that they cause to pets a risk of injury. (My cousin suffered severe burns from fireworks as a child) I understand some people do enjoy fireworks but limiting the times they can use them seems like a reasonable compromise	1/11/2021 6:17 PM
6	We enjoy watching fireworks and do not believe restrictions need to be made for another's persons choice to celebrate our Country's Independence.	1/11/2021 9:50 AM
7	Very concerned about the noise and fire risk in the area. Also they are being shot off after the allotted time frame and nothing is ever done about it	1/11/2021 5:48 AM
8	We do not need the danger and stress that fireworks crate. We live in a forest areaIf we must have them then only by experts over river. Still unnecessary!	1/9/2021 1:41 PM
9	You could incorporate firework limitations (time of day and days of the year) into a noise ordinance.	1/8/2021 10:46 PM
10	I have no concerns over the use of fire works on designated days. Everyone is aware these are designated days and should take proper precautions for themselves or their animals to prepare for these days.	1/8/2021 9:27 PM
11	Do not ban fireworks.	1/8/2021 9:02 PM
12	Instituting a fireworks ban just further alienates the people of this city. You have enforcement protocols in place. Include what you expect for enforcement as a deliverable for your law enforcement contract. Add an additional tax on fireworks to help pay for the enforcement	1/8/2021 7:55 PM
13	stop tryin to put local businesses out of business!	1/8/2021 12:52 PM
14	Be responsible	1/8/2021 6:31 AM
15	I would urge The City to broadcast the message, if users want to continue with the privilege of discharging legal fireworks on 7/4 AND 12/31, they must feel compelled to honor the guidelines of the state statute regarding the allowable times to discharge. I agree with neighbors who complain about neighbors discharging for days or hours before and after the curfews.	1/8/2021 6:20 AM

16	The fireworks on my street are fun for younger people but they dramatize my pets so we have to leave town for that week. We come home to a mess of debris in our yard. We have notified neighbors when we found fires smoldering in plants snd yard bark in their yards.	
17	I love and enjoy the fireworks in our country and city! It is one of the many reasons we choose to stay in Stevenson. I hope the whiny ones either choose to move to a town they feel is more sensitive to their ears if they are finding the fireworks disruptive and the city will not change current rules.	
18	Fireworks should be banned for personal use and used only during specified times by local governing groups.	1/7/2021 12:27 PM
19	Need to also limit the types of fireworks, and make it mandatory to clean up debris by users.	1/7/2021 11:37 AM
20	As long as people clean up their debris, I feel they should be allowed to discharge fireworks during the legal timeframe.	1/7/2021 11:33 AM
21	None	1/7/2021 10:44 AM
22	Fireworks are fun for some, but for those of us that do not enjoy them, there is no escape. And the animals. Think about the f'ing animals. Jeez.	1/7/2021 10:40 AM
23	Please limit the days fireworks are allowed, and consider a curfew.	1/7/2021 9:35 AM
24	Perhaps the annual Fairgrounds Fireworks display could also include an area for the public to discharge their personal fireworks on July 4th and New Year's eve while banning fireworks elsewhere throughout the City?	1/7/2021 9:04 AM
25	To many days of fireworks being lit. No concern of animals and others. Some are blown up over our house and we have lots of trees and have things that can get on fire. No action taken by enforsment. All who let them off in city, should have a hefty ticket.	1/7/2021 8:54 AM
26	The Litter is horrible and I support Limiting the amount of days and types of fireworks allowed. 1/7/2021 8:5 I am okay with fireworks though.	
27	Maybe you elected officials could actually focus on doing some actual work and not working on limiting the freedoms of the masses to appease the vocal mouth pieces of a few outsiders. If they want big city restrictions they should move back to the big city. My family has been part of this city for 4 generations, my family built the Lutheran Church, have owned and operated businesses, were shareholders at the Co-Ply that most of you never even saw in operation, our family helped start 2 of the county fire districts, volunteered thousands of hours at the fair, for EMS, for the fire dept, are former local law enforcementmaybe spend more time trying to fix more critical items like building a safe fire station to house our critical equipment, fix the disasterours water and sewer systemsyou can't even enforce a fireworks ban, so why pass a law you can't possibly enforce?	
28	I believe that just as it has always been, if anything is done irresponsibly to the point of damage or harm then said person should be held accountable. With that said, the limitations already in place are extensive enough and a push past that point would be an overreach of power plain and simple.	1/7/2021 8:08 AM
29	cry some more	1/7/2021 8:01 AM
30	We are respectful of others, are following the current rules, we clean up all debris, we are safe, and our kids really love the fireworks. Its difficult on our dog, but we keep her inside away from the noise. It's only a few days out of the year that we get to enjoy them, so we don't have a problem with it. If a change must be made, I would say shorten the amount of days they are allowed. We appreciate the freedom to celebrate.	1/7/2021 7:52 AM
31	They do a lot more harm than the brief flash of beauty. I hope WA bans them completely.	1/7/2021 7:31 AM
32	It would seem logical to continue discharges to specific areas. We go down to the waterfront and fire over the river.	1/7/2021 7:14 AM
33	I have alot of neighbors who love to light off fireworksoften right over my house! I LOVE IT! I also can see the fireworks from Stevenson, Cascade Locks and the boat ramp from my homeand I really appreciate it!	1/7/2021 5:43 AM

35	It's a few days out of the year we are able to have fun and light fire works!!! Let us be! It's an American tradition!	1/7/2021 3:33 AM
36	The city of Stevenson needs to stop trying to regulate too many things. Stick to things that actually matter and maybe fix some of your streets and sidewalks.	1/6/2021 11:23 PM
37	I love that we can buy and discharge our own fireworks for July 4th and New Years eve. Would be disappointing if that was taken away.	1/6/2021 10:43 PM
38	Please ban the use of fireworks. There have been fires, injuries, animals escaping. It's time for it to be done.	1/6/2021 10:18 PM
39	While we were not here for the 4th. For New Years Eve there were a lot of fireworks. A Neighbor was lighting off illegal fireworks. If that had been a dry 4th I would have been very worried about fire danger. For the dry summer and fire risk seems best to ban them.	1/6/2021 10:18 PM
40	I don't think fireworks are appropriate or necessary for the celebration of holidays. Let professionals organize displays for the community to enjoy. There are too many irresponsible people and little concern for others.	1/6/2021 10:09 PM
41	Have July 5th be a city cleanup day. That way all trash from fireworks are pickup and our town is left clean. Make arrangements with trash collection and with transfer site for extra pick up and a "free" dump day at the transfer site	1/6/2021 10:06 PM
42	Love fireworks always have always will!!!!	1/6/2021 9:59 PM
43	Between living with Animals and person who have served in our military the 4th sucks. PTSD gets kicked in. My animals go crazy snd no amount of drugs, closing the drapes and playing the movie Armageddon withe the volume very loud can fix. Watching your loved one get truggered and your animals quiver in fear is horrible, especially when you know there us nothing you can do to fix it.	1/6/2021 9:57 PM
44	Time and dates allowed.	1/6/2021 9:52 PM
45	No issues. Only and issue when it happens after the cut off time	1/6/2021 8:19 PM
46	It seemed safe and fun years back when everyone went to the park to light them off. It was close to the water. I would just recommend volunteers to clean up the day after to make sure we can still do them like before.	
47	I just hate seeing the debris left behind after people light fireworks and don't clean them up, not as much of a problem now since Hidden Ridge has been developed but in years past.	1/6/2021 6:07 PM
48	I'd love to ban fireworks completely, but I understand the makeup of our city would not allow for that. However, enforcement of a strict 1 day window where they could be let off would help. This year I witnessed a quickly escalating brush fire on my street that caused ash to shower down all over my house, a few years ago I saw the eagle creek fire while on my deck and housing 2 families evacuated from Cascade Locks, and every year my poor animals cower for days under my bed while loud booms go off; obviously some change needs to happen.	1/6/2021 5:55 PM
49	Banning fireworks because of a few squeaky individuals goes 100% against the foundation of our republic. I will actively work to unseat any city council member supporting this type of regulation. Especially when the city and county lack the resources to actually enforce it. Passing laws you can't possibly enforce is the most destructive things government can do.	1/6/2021 5:45 PM
50	We should prioritize other ways to celebrate that don't harm domestic and wild animals, veterans and Those with PTSD. Fireworks cause considerable noise damage, pollution and fire risk. Note, I live outside of city limits. If banned only within the city it will force more use outside of city limits which put our forests at greater risk. I would like to see a ban on all projectile type fireworks within Skamania County. Many other counties banned the use and sale of fireworks that lift off the ground (can be co trolled by user).	1/6/2021 5:14 PM
51	I believe that you should be courteous of your neighbors. Make them aware that you will be lighting fireworks off. Along with make sure that they are ok with it.	1/6/2021 5:03 PM
52	None	1/6/2021 4:19 PM
53	I dont have an issue with fireworks being let off on the holidays, but the excessive use in the days leading up and after are annoying.	1/6/2021 4:16 PM

54	I feel that fireworks are no concern when used safely. I hope this shows that	1/6/2021 4:14 PM
55	Specifically outline hours for fireworks, not all day on certain days.	1/6/2021 3:58 PM
56	This whole survey was really biased towards people wanting to limit fireworks.	1/6/2021 3:53 PM
57	Just because I do not purchase and use fireworks dosen't mean I'm totally against them. As a child I remember having fun with family and fireworks and back then we did not have the very loud fireworks that are available today. I know that we have a lot of regulations and that can depress anyone. We were shown how to be responsible with fireworks when I was a child and I believe that value and respect has not been taught to the children of today.	1/6/2021 3:51 PM
58	N/A	1/6/2021 3:40 PM
59	if you don't like them then leave our area	1/6/2021 3:28 PM
60	I see no concern in the safe, legal discharge of fireworks within the city of stevenson.	1/6/2021 3:27 PM
61	Stop catering to single complaints with these non sense issues. You've wasted time in this issue in multiple meetings. Banning or restricting the types of fireworks allowed in the city is unenforceable. You need to start working on issues that truly matter to tax payers. Such as infrastructure improvements.	1/6/2021 3:16 PM
62	My first choice would be a ban because fireworks have such potential for destruction, but at the very least please restrict them to the 4th ONLY and done by midnight	1/6/2021 3:04 PM
63	Little surprised that aerial fireworks are sold in a "forest". I would think ground fireworks would be much safer.	1/6/2021 3:01 PM
64	Stop giving up freedoms	1/6/2021 3:00 PM
65	I have no concerns the fireworks typically stop fairly early, everyone picks up their litter and is respectful.	1/6/2021 2:59 PM

# Q1 Where do you live?



ANSWER CHOICES	RESPONSES	
In City of Stevenson	0.00%	0
In Urban Growth Area	0.00%	0
Out of City/UGA	0.00%	0
Other (please specify)	100.00%	105
TOTAL		105

#	OTHER (PLEASE SPECIFY)	DATE
1	Vancouver	1/12/2021 1:05 PM
2	Carson	1/12/2021 6:25 AM
3	Stabler	1/10/2021 12:15 PM
4	Immediately outside city limits.	1/9/2021 9:32 PM
5	Carson	1/9/2021 7:07 PM
6	Cook	1/9/2021 2:46 PM
7	Carson	1/9/2021 8:26 AM
8	Carson	1/8/2021 9:41 PM
9	County area of Stevenson	1/8/2021 7:30 PM
10	Stevenson ( just outside City limits)	1/8/2021 6:01 PM
11	Carson	1/8/2021 5:59 PM
12	Carson	1/8/2021 3:14 PM
13	Just outside the city limits of Stevenson	1/8/2021 1:44 PM
14	Stabler	1/8/2021 1:06 PM
15	Carson	1/8/2021 1:05 PM
16	stabler	1/7/2021 10:09 PM
17	Carson	1/7/2021 9:36 PM
18	North Bonneville	1/7/2021 9:18 PM
19	Carson	1/7/2021 5:38 PM
20	Live in Carson work in Stevenson	1/7/2021 2:08 PM
21	1 mile outside city limits	1/7/2021 1:28 PM
22	Norh Bonneville	1/7/2021 1:17 PM
23	Stevenson city limits boundary	1/7/2021 12:31 PM
24	Skamania	1/7/2021 12:19 PM
25	Washougal	1/7/2021 12:18 PM
26	Carson	1/7/2021 11:57 AM
27	Carson	1/7/2021 11:54 AM
28	1 mile outside city limits	1/7/2021 11:18 AM
29	Stevenson	1/7/2021 10:49 AM
30	N. Bonneville	1/7/2021 10:39 AM
31	Home Valley	1/7/2021 10:39 AM
32	North Bonneville	1/7/2021 9:57 AM
33	Skamania	1/7/2021 9:37 AM
34	Carson	1/7/2021 9:28 AM
35	Carson	1/7/2021 9:15 AM
36	Carson	1/7/2021 9:15 AM
37	North Bonneville	1/7/2021 9:07 AM

38	Carson	1/7/2021 9:06 AM
39	Nearby	1/7/2021 8:59 AM
40	Carson	1/7/2021 8:53 AM
41	Just outside city limits, my address is Stevenson, we can hear events at the fairgrounds, the train, etc.	1/7/2021 8:48 AM
42	Skamania county	1/7/2021 7:47 AM
43	Just outside Stevenson city limits	1/7/2021 7:42 AM
44	Stevenson	1/7/2021 7:09 AM
45	Carson	1/7/2021 6:39 AM
46	Just outside Stevenson's city limits.	1/7/2021 6:38 AM
47	Carson	1/7/2021 6:28 AM
48	East end of Stevenson, outside of city limits	1/7/2021 5:59 AM
49	Kansas city	1/7/2021 4:38 AM
50	Stevenson outside City limits	1/7/2021 3:45 AM
51	Ft. Rains	1/7/2021 3:39 AM
52	North Bonneville	1/7/2021 3:38 AM
53	Carson	1/7/2021 12:19 AM
54	Carson	1/6/2021 11:51 PM
55	Home Valley	1/6/2021 11:12 PM
56	Carson	1/6/2021 10:44 PM
57	Stevenson outside city limits	1/6/2021 10:41 PM
58	1 mile abkve Stevenson City limits	1/6/2021 10:16 PM
59	Outside of city limits	1/6/2021 9:55 PM
60	Carson	1/6/2021 9:25 PM
61	just outside city limits	1/6/2021 9:23 PM
62	Bonneville	1/6/2021 9:14 PM
63	Washougal but own property in Stevenson	1/6/2021 8:13 PM
64	Rockaway	1/6/2021 8:03 PM
65	Stabler	1/6/2021 8:02 PM
66	Carson	1/6/2021 7:06 PM
67	Carson Washington	1/6/2021 6:28 PM
68	Home valley	1/6/2021 5:54 PM
69	North Bonneville	1/6/2021 5:54 PM
70	Carson	1/6/2021 5:37 PM
71	North Bonneville	1/6/2021 5:25 PM
72	Carson wa	1/6/2021 5:22 PM
73	Skamania	1/6/2021 5:15 PM
74	North Bonneville	1/6/2021 4:56 PM
75	Carson	1/6/2021 4:39 PM

76	Just outside Stevenson city limits	1/6/2021 4:39 PM
77	Carson, own building and business in Stevenson	1/6/2021 4:26 PM
78	Carson	1/6/2021 4:24 PM
79	Just outside city limits	1/6/2021 4:17 PM
80	north bonneville	1/6/2021 4:11 PM
81	Stabler	1/6/2021 4:08 PM
82	Carson	1/6/2021 4:04 PM
83	Skamania county, outside city of Stevenson limits	1/6/2021 4:04 PM
84	Carson	1/6/2021 4:04 PM
85	Washougal	1/6/2021 4:00 PM
86	Carson	1/6/2021 4:00 PM
87	Carson	1/6/2021 3:54 PM
88	Gearhart, OR.	1/6/2021 3:48 PM
89	Carson	1/6/2021 3:47 PM
90	Urban growth area of Stevenson	1/6/2021 3:47 PM
91	Carson	1/6/2021 3:46 PM
92	Carson	1/6/2021 3:44 PM
93	Cascade Locks	1/6/2021 3:44 PM
94	Carson	1/6/2021 3:43 PM
95	Washougal (in the gorge)	1/6/2021 3:42 PM
96	Carson	1/6/2021 3:39 PM
97	Carson	1/6/2021 3:39 PM
98	Carson	1/6/2021 3:37 PM
99	Carson	1/6/2021 3:31 PM
100	North Bonneville	1/6/2021 3:29 PM
101	Carson	1/6/2021 3:21 PM
102	Carson	1/6/2021 3:16 PM
103	Carson	1/6/2021 3:12 PM
104	Carson	1/6/2021 2:59 PM
105	Stevenson Proper	1/6/2021 2:55 PM

# Q2 What is your street address?

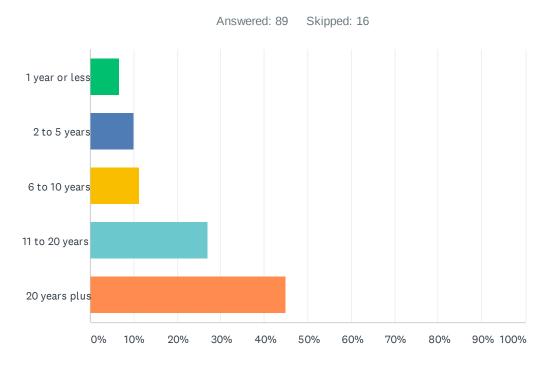
Answered: 105 Skipped: 0

#	RESPONSES	DATE
1	13717 ne 45 Th st	1/12/2021 1:05 PM
2	692 old state rd	1/12/2021 6:25 AM
3	Trout creek	1/10/2021 12:15 PM
4	Quail Run Rd. Stevenson WA.	1/9/2021 9:32 PM
5	582 Cannavina Rd	1/9/2021 7:07 PM
6	12 Deerfield Dr	1/9/2021 2:46 PM
7	72 Alpine lane	1/9/2021 8:26 AM
8	Dillingham loop	1/8/2021 9:41 PM
9	151 Camp Cedar Lane	1/8/2021 7:30 PM
10	131 Fern Meadow Rd.	1/8/2021 6:01 PM
11	192 Cedar Creek Road	1/8/2021 5:59 PM
12	212 jarrell road	1/8/2021 3:14 PM
13	52 Venado Trail	1/8/2021 1:44 PM
14	951 Szydlo	1/8/2021 1:06 PM
15	201 brooks rd	1/8/2021 1:05 PM
16	271 Summer RD	1/7/2021 10:09 PM
17	82 Shipherd Falls Rd	1/7/2021 9:36 PM
18	406 columbia	1/7/2021 9:18 PM
19	21 Pleasant Court	1/7/2021 5:38 PM
20	Carson	1/7/2021 2:08 PM
21	152 Moore Rd	1/7/2021 1:28 PM
22	105 Heron drive	1/7/2021 1:17 PM
23	812 kanaka creek rd	1/7/2021 12:31 PM
24	201 woodard Creek road	1/7/2021 12:19 PM
25	NE 404th Ct	1/7/2021 12:18 PM
26	Metzger Rd	1/7/2021 11:57 AM
27	32 Van Camp Rd	1/7/2021 11:54 AM
28	Kanaka Creek Road	1/7/2021 11:18 AM
29	441 NW Jefferson St	1/7/2021 10:49 AM
30	828 Celilo	1/7/2021 10:39 AM
31	50561 Hwy 14	1/7/2021 10:39 AM
32	Heron Drive	1/7/2021 9:57 AM
33	61 Spring Lane	1/7/2021 9:37 AM
34	82 wildwood lane	1/7/2021 9:28 AM
35	351 metzger rd	1/7/2021 9:15 AM
36	Carson	1/7/2021 9:15 AM
37	2040 Greenleaf Drive	1/7/2021 9:07 AM

38	Heslen Rd	1/7/2021 9:06 AM
39	Underwood	1/7/2021 8:59 AM
40	27 Kodiak way	1/7/2021 8:53 AM
41	12 Fern Meadow Road	1/7/2021 8:48 AM
42	Trout Creek Rd	1/7/2021 7:47 AM
43	1012 Kanaka Cr Rd	1/7/2021 7:42 AM
44	12 Franz Rd	1/7/2021 7:09 AM
45	Fuller rd	1/7/2021 6:39 AM
46	862 Maple Way	1/7/2021 6:38 AM
47	1022 wind TV rd	1/7/2021 6:28 AM
48	122 Alden Wachter Rd.	1/7/2021 5:59 AM
49	Neyland road	1/7/2021 4:38 AM
50	101 Whispering Heights Ln	1/7/2021 3:45 AM
51	702 Wauna Lake Club rd	1/7/2021 3:39 AM
52	20 Park lane place	1/7/2021 3:38 AM
53	181shipherd falls rd	1/7/2021 12:19 AM
54	High Bridge Rd	1/6/2021 11:51 PM
55	132 Indian Cabin Rd	1/6/2021 11:12 PM
56	42 Russell's Timber Ln	1/6/2021 10:44 PM
57	Kanaka creek road	1/6/2021 10:41 PM
58	122 Fern meadows rd	1/6/2021 10:16 PM
59	Really	1/6/2021 9:55 PM
60	101 Juniper	1/6/2021 9:25 PM
61	2311 loop road, stevenson	1/6/2021 9:23 PM
62	105 Heron drive	1/6/2021 9:14 PM
63	None of your business	1/6/2021 8:13 PM
64	Ocean	1/6/2021 8:03 PM
65	311 Heslen Road	1/6/2021 8:02 PM
66	71 second st	1/6/2021 7:06 PM
67	212 jarrell rd	1/6/2021 6:28 PM
68	1001 wind mt rd	1/6/2021 5:54 PM
69	713 Chinook Circle	1/6/2021 5:54 PM
70	1281 Metzger Rd.	1/6/2021 5:37 PM
71	Tyee court	1/6/2021 5:25 PM
72	Barnes rd	1/6/2021 5:22 PM
73	522 butler loop road	1/6/2021 5:15 PM
74	102 Pahatu	1/6/2021 4:56 PM
75	52B Rogers st	1/6/2021 4:39 PM

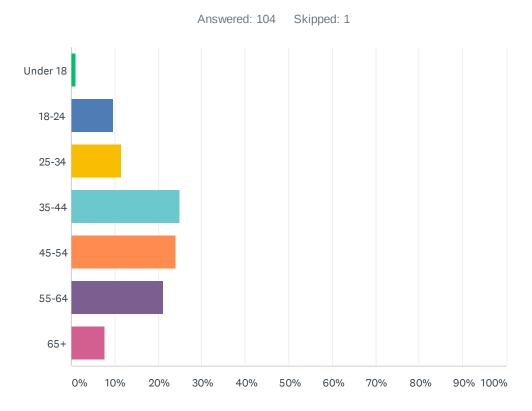
76	51 Fawn Meadow Dr	1/6/2021 4:39 PM
77	73 nw 1st street	1/6/2021 4:26 PM
78	152 old detour rd	1/6/2021 4:24 PM
79	52 Venado Trail	1/6/2021 4:17 PM
80	hamilton st	1/6/2021 4:11 PM
81	11271 wind river hwy	1/6/2021 4:08 PM
82	61 Blackledge Road	1/6/2021 4:04 PM
83	1482 Old State Rd, Carson, WA 98610	1/6/2021 4:04 PM
84	Trout Creek Road	1/6/2021 4:04 PM
85	40907 NE Miller Rd	1/6/2021 4:00 PM
86	152 Old Detour road	1/6/2021 4:00 PM
87	834 Trout Creek rd	1/6/2021 3:54 PM
88	702 G Street	1/6/2021 3:48 PM
89	41 Dillingham loop	1/6/2021 3:47 PM
90	371 Myers rd	1/6/2021 3:47 PM
91	91 Heslen Rd	1/6/2021 3:46 PM
92	52 Coates Rd	1/6/2021 3:44 PM
93	Lewis	1/6/2021 3:44 PM
94	381 Shipherd Falls rd	1/6/2021 3:43 PM
95	40907 NE Miller road	1/6/2021 3:42 PM
96	252 Blackledge Rd	1/6/2021 3:39 PM
97	121 Fuller Road	1/6/2021 3:39 PM
98	1292 Wind River Rd	1/6/2021 3:37 PM
99	251 vine maple loop	1/6/2021 3:31 PM
100	313 Hamilton Street	1/6/2021 3:29 PM
101	Wind River	1/6/2021 3:21 PM
102	Vine Maple Loop	1/6/2021 3:16 PM
103	Metzger	1/6/2021 3:12 PM
104	41 second street	1/6/2021 2:59 PM
105	401 Maple Way	1/6/2021 2:55 PM

### Q3 How long have you been a resident of Stevenson?



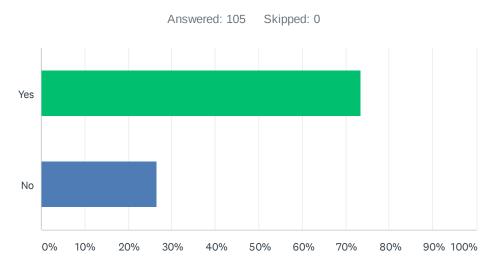
ANSWER CHOICES	RESPONSES	
1 year or less	6.74%	6
2 to 5 years	10.11%	9
6 to 10 years	11.24%	10
11 to 20 years	26.97%	24
20 years plus	44.94%	40
TOTAL		89

# Q4 What is your age group?



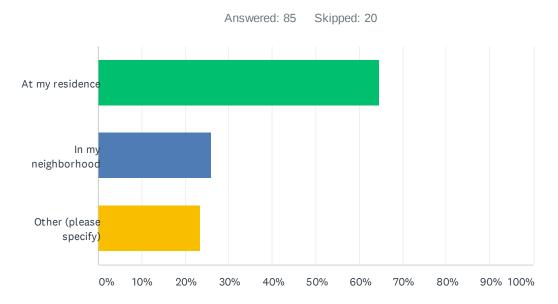
ANSWER CHOICES	RESPONSES	
Under 18	0.96%	1
18-24	9.62%	10
25-34	11.54%	12
35-44	25.00%	26
45-54	24.04%	25
55-64	21.15%	22
65+	7.69%	8
TOTAL		104

# Q5 Do you typically buy and/or discharge fireworks around the 4th of July holiday?



ANSWER CHOICES	RESPONSES	
Yes	73.33%	77
No	26.67%	28
TOTAL		105

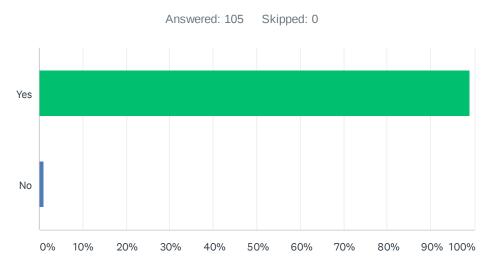
# Q6 If yes, where do you typically discharge fireworks?



ANSWER CHOICES	RESPONSES	
At my residence	64.71%	55
In my neighborhood	25.88%	22
Other (please specify)	23.53%	20
Total Respondents: 85		

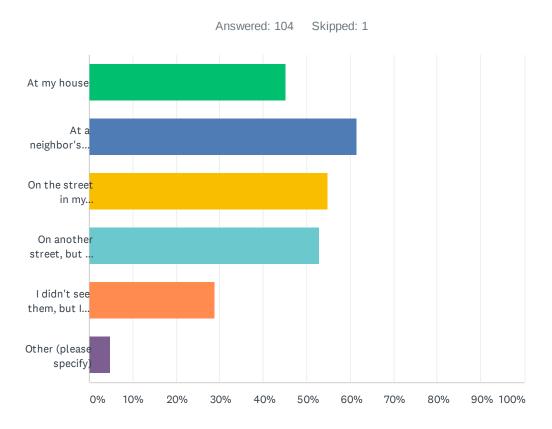
#	OTHER (PLEASE SPECIFY)	DATE
1	Friends property outside of city limits	1/12/2021 1:05 PM
2	family in stevenson	1/7/2021 10:09 PM
3	We usually go somewhere to watch a display	1/7/2021 1:28 PM
4	We don't	1/7/2021 11:18 AM
5	Friends house in Stevenson	1/7/2021 9:28 AM
6	At home but visit Stevenson fair grounds	1/7/2021 9:06 AM
7	Port of Skamania	1/7/2021 7:09 AM
8	N/A	1/7/2021 5:59 AM
9	N/A	1/7/2021 3:45 AM
10	Depends on the weather	1/6/2021 8:02 PM
11	At a friend's house	1/6/2021 5:54 PM
12	Port of Skamania or Fair Grounds	1/6/2021 5:54 PM
13	With friends	1/6/2021 5:37 PM
14	In a safe location ready with extinguishers at the ready	1/6/2021 5:25 PM
15	Any safe, open location	1/6/2021 4:04 PM
16	Fathers house outside City limits	1/6/2021 3:48 PM
17	Friends houses	1/6/2021 3:47 PM
18	Friends houses	1/6/2021 3:44 PM
19	I work for fair and we are contracted to have then let off twice per year at fairgrounds	1/6/2021 3:43 PM
20	Ann and ray lueders	1/6/2021 3:42 PM

# Q7 Have you observed the personal use of fireworks in your area or neighborhood around the 4th of July holiday?



ANSWER CHOICES	RESPONSES	
Yes	99.05%	104
No	0.95%	1
TOTAL		105

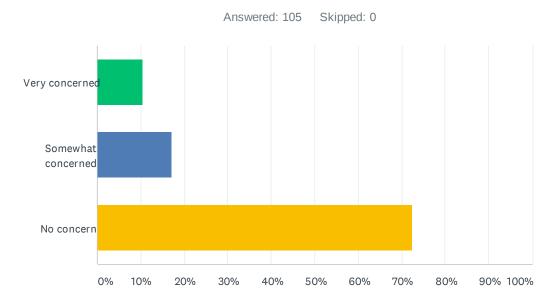
# Q8 If yes, where were the fireworks discharged in relation to your residence?



ANSWER CHOICES	RESPONSES	
At my house	45.19%	47
At a neighbor's house	61.54%	64
On the street in my neighborhood	54.81%	57
On another street, but I could see the display	52.88%	55
I didn't see them, but I heard them	28.85%	30
Other (please specify)	4.81%	5
Total Respondents: 104		

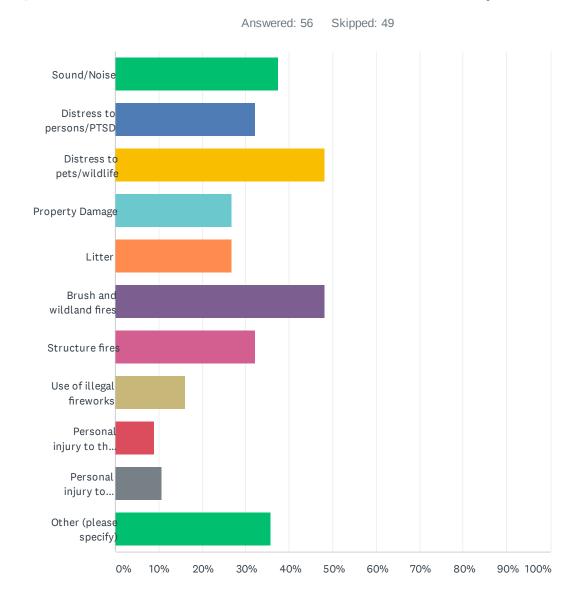
#	OTHER (PLEASE SPECIFY)	DATE
1	Everywhere! It's great!	1/7/2021 9:28 AM
2	The Stevenson display.	1/7/2021 9:15 AM
3	One reason I would never live too close to Stevenson	1/7/2021 8:59 AM
4	At my fathers house outside city limits.	1/6/2021 3:48 PM
5	In a safe area at Ann and ray luders house with a hose available in case of emergency	1/6/2021 3:42 PM

# Q9 What is your level of concern, if any, about the personal use and discharge of fireworks in the City of Stevenson?



ANSWER CHOICES	RESPONSES	
Very concerned	10.48%	11
Somewhat concerned	17.14%	18
No concern	72.38%	76
Total Respondents: 105		

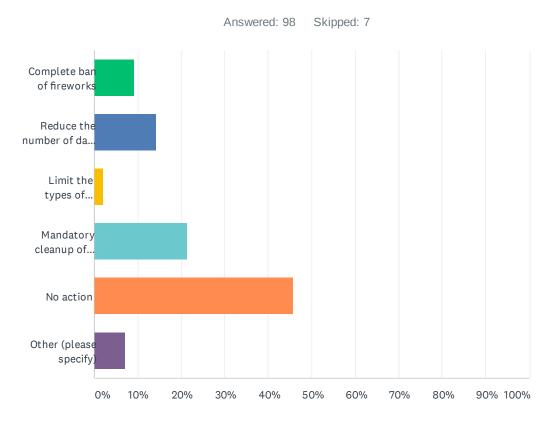
### Q10 Reasons for those who are somewhat or very concerned:



ANSWER CHOICES	RESPONSES	
Sound/Noise	37.50%	21
Distress to persons/PTSD	32.14%	18
Distress to pets/wildlife	48.21%	27
Property Damage	26.79%	15
Litter	26.79%	15
Brush and wildland fires	48.21%	27
Structure fires	32.14%	18
Use of illegal fireworks	16.07%	9
Personal injury to those discharging fireworks	8.93%	5
Personal injury to bystanders	10.71%	6
Other (please specify)	35.71%	20
Total Respondents: 56		

#	OTHER (PLEASE SPECIFY)	DATE
1	No concern	1/10/2021 12:15 PM
2	None	1/9/2021 7:07 PM
3	No concern	1/8/2021 7:30 PM
4	Concerned that the City allows the sale of fireworks within City limits and those are used outside City limits	1/7/2021 10:39 AM
5	Bad air quality	1/7/2021 8:59 AM
6	None	1/7/2021 7:09 AM
7	It's not so much on the day of the 4th of July but all the rest of the days of the year that they light them off for no reason. That should not be allowed and nothing gets done	1/7/2021 6:39 AM
8	All the above people will complain about everything they can	1/7/2021 3:38 AM
9	People need to clean up their mess.especially by the boat launch, port area	1/6/2021 9:55 PM
10	no concern	1/6/2021 8:02 PM
11	None	1/6/2021 5:54 PM
12	Everyone needs to be safe	1/6/2021 5:25 PM
13	Not concerned at all	1/6/2021 4:39 PM
14	No concern	1/6/2021 4:04 PM
15	None	1/6/2021 4:00 PM
16	no concerns	1/6/2021 3:44 PM
17	No worries	1/6/2021 3:43 PM
18	No concern	1/6/2021 3:42 PM
19	I'm not concerned	1/6/2021 3:39 PM
20	Not concerned	1/6/2021 3:31 PM

### Q11 What actions would you prioritize to mitigate your concerns?



ANSWER CHOICES	RESPONSES	
Complete ban of fireworks	9.18%	9
Reduce the number of days fireworks discharged	14.29%	14
Limit the types of fireworks permitted	2.04%	2
Mandatory cleanup of debris by users	21.43%	21
No action	45.92%	45
Other (please specify)	7.14%	7
TOTAL		98

makes people read and sign off on the ruler.  2 Reduce days, Limit types, Mandatory cleanup  3 Ban depending om weather dryness  4 Wildfire mitigation/preparedness  5 Make sure a charged hose is ready as well as fire extinguisher.  6 depends on the weather  1/6/2021 8:02 PM	#	OTHER (PLEASE SPECIFY)	DATE
3 Ban depending om weather dryness 1/7/2021 8:53 AM 4 Wildfire mitigation/preparedness 1/7/2021 3:45 AM 5 Make sure a charged hose is ready as well as fire extinguisher. 1/7/2021 12:19 AM 6 depends on the weather 1/6/2021 8:02 PM	1		1/7/2021 2:08 PM
4 Wildfire mitigation/preparedness 1/7/2021 3:45 AN 5 Make sure a charged hose is ready as well as fire extinguisher. 1/7/2021 12:19 A 6 depends on the weather 1/6/2021 8:02 PN	2	Reduce days, Limit types, Mandatory cleanup	1/7/2021 12:18 PM
5 Make sure a charged hose is ready as well as fire extinguisher. 1/7/2021 12:19 A depends on the weather 1/6/2021 8:02 PM	3	Ban depending om weather dryness	1/7/2021 8:53 AM
6 depends on the weather 1/6/2021 8:02 PM	4	Wildfire mitigation/preparedness	1/7/2021 3:45 AM
	5	Make sure a charged hose is ready as well as fire extinguisher.	1/7/2021 12:19 AM
7 Shut down fire works when high fire denger 1/6/2021 2:47 DN	6	depends on the weather	1/6/2021 8:02 PM
7 Shut down life works when high life danger 170/2021 3.47 PM	7	Shut down fire works when high fire danger	1/6/2021 3:47 PM

# Q12 Please share any other comments you have below:

Answered: 55 Skipped: 50

#	RESPONSES	DATE
1	None	1/10/2021 12:15 PM
2	It's already a very limited number of days it's allowed. Let it be. It's not the end of the world.	1/9/2021 9:32 PM
3	Please consider that the fireworks that are sold in Stevenson affect all of the residents of Skamania County.	1/9/2021 2:46 PM
4	I have no concern about fireworks in Stevenson, or surrounding cities/towns.	1/8/2021 7:30 PM
5	We should not restrict any freedoms	1/8/2021 1:05 PM
6	We only get a few days a year to celebrate while using fireworks. Don't take the right a way from people!!!	1/7/2021 10:09 PM
7	I feel residents should be able to light fireworks on their own property, or on the street in front of their homes, except during a burn ban.	1/7/2021 9:36 PM
8	Unfortunately there are idiots everywhere but I'd hate to see a total lockdown of fireworks in the city for those of us who are following safety rules and enjoying some fun with neighbors and family. What does the fire department think? Fire crews and first responders are the ones who have to work overtime on the 4th and the days leading up to it and after. To me it's all about freedom!	1/7/2021 2:08 PM
9	I have owned a business in Stevenson for 25 years. If the city of Stevenson bans fireworks our business downtown will suffer and lose business. Residents will still light fireworks outside of Stevenson if the city bans fireworks. If they think we have a problem with mishandling of fireworks educate people dont take them away. Dont follow these towns that ban fireworks make Stevenson a place that is known for the fireworks. Educate people.	1/7/2021 1:17 PM
10	Leave people alone and let them celebrate it is only a few times a year. The new life with Covid has limited family activities to close to home. Fireworks are one way a family can safely celebrate and have some fun. Covid has taken so many things away already this would be one more thing. Please leave well enough alone.	1/7/2021 12:31 PM
11	People should have the right to use fireworks on their own property.	1/7/2021 12:19 PM
12	Reserve right of people to use fireworks but safety needs to be a priority.	1/7/2021 12:18 PM
13	I don't think we have to ban the fireworks. I do think we need to pick up the trash after we are done though. We also need to watch out where we are launching fireworks also so that we don't cause fires. Our county loves fireworks and we Also love the show. DONT BAN FIREWORKS	1/7/2021 11:57 AM
14	Leave it alone. Its only a few days a year. Stop trying to take things away from citizens.	1/7/2021 11:54 AM
15	We don't need fireworks to celebrate. Light shows work just as well and are a lot quieter. The fireworks that are being sold within city limits are way more powerful than previous fireworks. The sale of fireworks on Indian land should also be addressed by other entities.	1/7/2021 10:39 AM
16	This is pathetic. People need to stop complaining and getting into everyone else's business. If you prohibit fireworks no one will obey them and I am sure that law enforcement will ignore enforcement.	1/7/2021 9:28 AM
17	The fireworks display in Stevenson has been a long standing annual event for my family dating back 30+ years. I really hope that the fireworks display does not get shut down. The fireworks display presenters do a very good and controlled display and are very well respected in the community.	1/7/2021 9:15 AM
18	Keep fireworks!	1/7/2021 9:06 AM
19	Fireworks are outdated & wrong for ecosystems	1/7/2021 8:59 AM
20	I think people should be allowed to pop off low grade firecrackers and such but not the very large ones. We have a professional display right here in Stevenson and those levels of fireworks should be left to the professionals. I've always been concerned about forest fires being caused by irresponsible fireworks use but since the Eagle Creek Fire, I have become increasingly worried.	1/7/2021 8:48 AM
21	Should it really matter whether or not one lives in Stevenson. Stevenson is the county seat	1/7/2021 7:47 AM

	and all Skamania county residents should be heard equally regardless of where one lives. Unfortunately, city of Stevenson bans them, so they simply bring them to the forest and light them off!	
22	Personal fireworks. They have been a staple of the American people since many of us can remember. They are the open display of our patriotism, our freedoms, our way of life. Fireworks bring to life the words from our National Anthem: "and the rockets red glare; the bombs bursting in air" and still to this day give us proof that our flag, our nation, our great country, is still here. To take away the personal use of fireworks, even hand-held sparklers, is an act of anti-patriotism and anti-freedom. Our basic rights and way of life are slowly being taken away from us at every politician's opportunity. Don't let our personal use of fireworks be another freedom removed. Petition Stevenson City Council to let us keep our patriotic freedom.	1/7/2021 7:09 AM
23	I think it's the fireworks that are going off throughout the year for no reason there is people with PTSD that it greatly affects them. At least on the 4th of July they can prepare for that and no it's coming but random days when they hear a loud boom they're not expecting that and it takes them back.	1/7/2021 6:39 AM
24	Relying on the general public to handle fireworks responsibly is like relying on the general public to not transmit a deadly virus. It's not a realistic expectation.	1/7/2021 3:45 AM
25	One wonders why we celebrate our independence by shipping money to China then set our landscape or homes on fire in the middle of summer. It's just stupid behavior by folks who would be better off investing that money in the community or in the fire department.	1/7/2021 3:39 AM
26	No matter what you do people are going to complain so does this really matter?	1/7/2021 3:38 AM
27	Majority of people have been very responsible and respectful of the times they light fireworks. We've had no issues and have lived in our home for over 20plus years.	1/7/2021 12:19 AM
28	It's a pleasurable tradition	1/6/2021 11:12 PM
29	I love fireworks. So many new folks coming in that seem to be fearful of them not sure why	1/6/2021 10:41 PM
30	Enough with the regulations. It's one week of noise. Let's have some civility and tolerance of all our neighbors.	1/6/2021 9:25 PM
31	No later than 9 pm unless public organization displays	1/6/2021 7:06 PM
32	Fireworks are a long standing tradition in our country. We have never had any issues with how the 4th of July is observed in Stevenson or anywhere in the County.	1/6/2021 5:54 PM
33	No action. If anything a higher age requirement to purchase or sell. Everyone needs to be safe take precautions with animals (bring them inside) mandatory clean up and safety precautions. More requirements on the producers of fireworks, I've bought way more than I should have in my time all from a legal shop and so many did not work properly malfunctioned in one way or another	1/6/2021 5:25 PM
34	My family loves to celebrate 4th of July and New Years we are safe and I know everyone who does celebrate are safe and respectful to others	1/6/2021 5:22 PM
35	I understand that fireworks sales often help fund public fireworks displays. I am fine with a single display that has trained people running a show for a finite amount of time. If a public show is important to the community, we can find another way to fund it	1/6/2021 4:39 PM
36	We live in a area with little entertainment for our kids and citizens leave them one at the one time of year they get to have fun.	1/6/2021 4:26 PM
37	I'm sorry but fireworks a a very important part of being free. Kids today have such a tough time becoming adults, having freedoms, living like you can in a free country. Of course I don't want fires, injury etc.	1/6/2021 4:17 PM
38	sell fireworks year round.	1/6/2021 4:11 PM
39	I have no concerns at all I think that the two firework stands in our community do a great job sharing firework safety rules and regulations so that everyone can have a safe holiday	1/6/2021 4:08 PM
40	Fireworks are safe and people are responsible in their use. No need to put a ban on celebration of our Freedoms and New Years.	1/6/2021 4:04 PM
41	Our local fireworks vendors work tirelessly to promote safe handling of fireworks.	1/6/2021 4:04 PM

42	I encourage the City of Stevenson to respect the rights and liberties of the members of our community. As a longtime resident of Skamania County, I have observed decades of responsible firework use in my neighborhoods. I purchase fireworks locally from family owned stands that encourage safety and responsible use. They are knowledgeable, and give back an abundance to our community and who live here. With the current state of small businesses struggling through COVID 19 mandates, I encourage you to nurture these businesses, not contribute to the hardships. Cheers to our nations independence.	1/6/2021 4:04 PM
43	Government needs to stop locking and shutting things down. Leave your constituents alone and if there is a problem the police can take care of it. All government agencies are constantly crossing the line and disrupting our lives we our adults and pay our taxes just leave us alone.	1/6/2021 4:00 PM
44	I think they are reasonably regulated and don't need more restrictions.	1/6/2021 4:00 PM
45	I feel that people are being very responsible with their fireworks. Crazy Rays is always putting safety information out about responsible use of fireworks. It is sad that due to some not liking fireworks it threatens yet another right of the people. I would think that people could show some tolerance for two days of the year.	1/6/2021 3:48 PM
46	I love being a free American. We need to stay free Americans. Fireworks have always been a thing. People can get over it.	1/6/2021 3:47 PM
47	None	1/6/2021 3:46 PM
48	I live in Carson and work in Stevenson. People should be allowed to let off fireworks. It's once a year and people should have the freedom to celebrate our country.	1/6/2021 3:44 PM
49	People have a right to enjoy their holidays responsibly. Just because someone else doesn't like it does not mean they should get the opportunity to ruin it for others.	1/6/2021 3:44 PM
50	I have no concern if people are following rules. Our community is small and we love to come together to watch amazing fireworks with our children friends and family. Obey the law, be courtious and careful and things should be ok or get ticketed. Fireworks should not be banned it happens a couple times a year. I think we should all be able to handle that	1/6/2021 3:43 PM
51	Ann and Ray are very good people who care about the importance of fire work safety! There passion is to make sure that everyone is safely using fire works.	1/6/2021 3:42 PM
52	I grew up in the Stevenson area and I think it would be very disappointing if the city decides to ban fireworks. It's a short period each year that they are legal and it doesn't bother me or my family to see people celebrating the 4th of July.	1/6/2021 3:39 PM
53	You're attempting to regulate everything that we do, just stop it.	1/6/2021 3:12 PM
54	I think if the days and times they allowed would make a difference. I would hate to see a total ban	1/6/2021 2:59 PM
55	Fireworks need to end at 10PM and on the day of only to keep a happy medium. Problem is, there is not enough police to enforce this rule and I find that problematic from really enforcing this issue.	1/6/2021 2:55 PM

# 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)
- \*\* 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.

\*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 10<sup>th</sup>, 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:**

- a) \*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.
- b) 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

)ate

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

To: Stevenson City Council From: Rob Farris, Fire Chief

RE: Fireworks

Date: February 9<sup>th</sup>, 2023

#### **Summary**

In 2022 we took a more aggressive approach with our public education program for safe use of fireworks. This included a coordinated social media blast partnership with the local private retail fireworks industry. During the July 4<sup>th</sup> retail fireworks selling period we had one firework related incident that was reported the morning of July 5<sup>th</sup>. The incident was a report of smoldering mulch behind the Port building at the waterfront. I was out driving around town on the 4<sup>th</sup>, and it seemed like people were calmer about letting fireworks off. The Fire Department also provided fire standby for the celebration display at the fairgrounds. Our volunteers made drive-throughs of town going to and from the event so that added visibility may have helped.

#### **Public Education**

Moving forward I'd like to continue to grow the public education program for safe usage of fireworks. I think we can expand our social media reach by involving the other fire districts social media pages. I'd also like to make banners that we can place on the signs at each end of town. I was made aware that this was attempted last year but was denied for some reason. I'll be working with Leana on submitting any required permitting to lock in these sign resources for the fire department during the 4<sup>th</sup> of July retail selling period.

#### **Ordinance**

In the past I have advocated to add the ability for the Fire Chief to be able to place an emergency use ban on fireworks when fire weather conditions warranted. The current tool that we use to judge fire weather would be a Red Flag Warning that is issued by the National Weather Service out of Portland, Oregon. In Skamania County we have two main fire weather zones with a third zone on the very east end of the county reaching into the county a few miles. The Fire Weather zone that Stevenson is in is Zone 660.

In doing research for the criteria that would trigger consideration of a fireworks use ban I found that the Red Flag Warning criteria check all the important boxes that the DNR and Forest Service uses. These types of criteria include but are not limited to Relative Humidity, Fire Fuel Conditions, Conditions that favor rapid growth of fire starts. The main concern for our area is low Relative Humidity and the wind.

My proposal is to add a new section to existing ordinances that authorize the Fire Chief to place emergency fire bans in place. The other option would be to add a section to the ordinance that sets the retail sales period for fireworks.

#### **Ordinance Sync with Skamania County**

The City of Stevenson and Skamania County would need to sync their ordinances that authorize a fireworks use ban. City of North Bonneville already has an ordinance in place that allows their fire chief to place a ban on the use of fireworks. Skamania County's banning authority falls with the Fire Marshal's office. The Fire Chief already works with the Skamania County Fire Marshal's office on the lifting of the annual burn ban and placing emergency fire bans in place if needed so the communication channels already exist.

#### **Trigging a Fireworks Use Ban**

A red flag warning should not automatically trigger a fireworks use ban, it should trigger the coordination and conversation with the Skamania County Fire Marshal's office and the regional DNR Fire Manager. Once it is decided that the Red Flag event is sufficient to place a fireworks use ban in place then coordinated communication with the public should happen.

#### **Enforcement**

Enforcement of a use ban will be challenging. The enforcement must be done by the Sheriff's office. Local Fire Volunteers do not have citing authority and it would place our volunteers in very awkward circumstances with their fellow community members. Unfortunately, most enforcement action cannot happen without the deputy actually witnessing the fireworks being lit.

# CONTRACT FOR INCARCERATION SERVICES CITY OF STEVENSON

**THIS CONTRACT,** made and entered into this 16<sup>th</sup> day of February, 2023, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "**COUNTY**," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**,"

#### WITNESSETH:

**WHEREAS**, RCW 39.34.180 requires each city and town to be responsible for the incarceration of their misdemeanants and gross misdemeanants ("inmates") referred from their respective law enforcement agencies; and

**WHEREAS**, the **CITY** previously contracted with the Skamania County Sheriff's Office to serve as its law enforcement agency; and

WHEREAS, the CITY does not have any facilities in which to incarcerate its inmates; and

WHEREAS, the COUNTY, by and through its Sheriff, owns and operates the Skamania County Jail; and

WHEREAS, the CITY desires to contract with the COUNTY to incarcerate its inmates; and

**WHEREAS**, the **COUNTY** wishes to provide the **CITY** these incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program; and

**WHEREAS**, this contract is authorized by the provisions of RCW 39.34.010 and is required by RCW 39.34.180; and

**WHEREAS**, the parties have considered the anticipated costs of providing the incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program, have anticipated the potential revenues for providing these services, and continue to consider alternatives to and for incarceration services.

# NOW, THEREFORE, it is hereby agreed as follows:

#### 1. Services.

The County agrees to provide the City a jail facility and the necessary personnel to incarcerate the City's inmates generally in the same manner as it confines inmates derived from the unincorporated areas of the County.

The County also agrees to provide supervision, control, and the necessary equipment for participation in the Skamania County Sheriff's Non-Custody Work Crew Program.

CITY OF STEVENSON INCARCERATION SERVICES CONTRACT

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For purposes of this agreement, the term "City inmates" shall mean those inmates who are arrested, booked, sentenced, or held in the County Jail on crimes, or suspected crimes, involving misdemeanors or gross misdemeanors within the City limits. "City inmates" shall not include those people who are arrested on, charged with, or convicted of a felony offense, (even if that crime arises out of the same transaction or occurrence as a misdemeanor or gross misdemeanor), and shall not include offenses committed by juveniles except those crimes prescribed by the City of Stevenson Code.

For purposes of this agreement, the term "Skamania County Sheriff's Non-Custody Work Crew Program" shall mean that program supervised by the Skamania County Sheriff's Office whereby inmates perform various work within the City and County, as directed by the Skamania County Sheriff's Office., using equipment provided by the Skamania County Sheriff. Said participation shall be subject to approval by the Skamania County Sheriff's Office. Each work crew day shall begin at 8:00 AM and end at 5:00 PM. Work crew may be served, as determined by the terms of the inmate's sentence, in lieu of jail, or for payment of fines.

# 2. Payments

As consideration for providing this facility and these services, upon presentation of an invoice statement that provides the inmate's name and dates of incarceration, the City shall pay the County as follows:

- 2.1 Sixty dollars (\$60.00) per day for each City inmate incarcerated in the Skamania County Jail. A City inmate is incarcerated in the County Jail if they are held in excess of four (4) hours from the completion of the booking process. For every City inmate placed into the County Jail, the City shall be charged for at least one (1) day. A day shall mean a calendar day.
- 2.2 The sum of twenty-five dollars (\$25.00) for each City inmate booked into the County Jail. The County will first assess the twenty-five dollar fee to the inmate. That portion of the twenty-five dollar fee that the inmate cannot pay will be assessed to the City. The City shall not be charged more than one booking charge for each City inmate for the same criminal conduct. The City shall not be charged a booking fee if the booking charge(s) is out of the same transaction or occurrence as a felony charge.
- 2.3 The sum of ten dollars (\$10.00) for each full day that a City inmate participates on the Skamania County Sheriff's Non-Custody Work Crew. The parties agree that the inmate shall also be charged an initial \$10.00 participation fee. The City shall not be responsible for reimbursement of the participation fee, and the Skamania County Sheriff's Office agrees to hold the City inmate solely responsible for payment of the participation fee.

# 3. Term.

The duration of this agreement shall be for a two-year period beginning January 1, 2022 and CITY OF STEVENSON INCARCERATION SERVICES CONTRACT

PAGE 2 OF 6

ending December 31, 2023. Upon the mutual written consent of both parties, this agreement can be extended for successive one (1) year period. This agreement may also be terminated by the mutual written consent of both parties at any time, or by either party for any reason upon ninety (90) day's written notice.

# 4. <u>Operational Control</u>.

The Skamania County Sheriff shall have exclusive control of the Sheriff's Office and jail staff personnel, and sole responsibility for their compensation. The County Sheriff shall also have exclusive control of the day-to-day operations of the Skamania County Jail in performing this contract and the City inmates will be subject to the same rules and regulations required of the other inmates. The County Sheriff shall also have exclusive control of the day-to-day operations of the City inmates who perform work on the Skamania County Non-Custody Work Crew Program.

#### 5. Health Care.

Pursuant to RCW 70.48.130, the County shall provide routine and regular health care checkups on the City inmates. The City shall be responsible for any extraordinary or emergency medical costs incurred by the City's inmates provided, if at all reasonably practicable, the County shall provide the City notice prior to incurring any extraordinary or emergency medical costs. Such extraordinary or emergency medical costs shall include but not be limited to surgeries, treatment of broken bones, major dental care, or any medical or dental services that require the inmate to leave the jail facility. The City shall not be responsible for the costs for any medical treatment that is required due to injuries sustained while the inmate is incarcerated in the County jail or while the inmate is working on the Skamania County Sheriff's Non-Custody Work Crew Program that result from injury caused by other inmates, or injuries that are caused by property or persons under the control and supervision of the Skamania County Sheriff's Office.

# 6. Services Provided.

Unless otherwise specified, services provided by the County shall be the type commensurately rendered to the unincorporated areas of Skamania County related to misdemeanants and gross misdemeanants. Incarceration services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; provided that to alleviate overcrowded conditions or other factors, the Skamania County Sheriff's Office reserves the right to matrix, reject, release or give earned good-time credit to the City's inmates in the same fashion as it handles and administers the other inmate population.

# 7. <u>Independent Contractor/Hold Harmless/Indemnification</u>.

The parties intend that an independent contractor/County relationship will be created by this agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose. The City shall protect, defend, save harmless and indemnify the County from and against all claims, suits and/or actions arising from negligent acts or omissions of the City in the performance of this agreement. The County shall protect, defend, hold harmless and indemnify the City from and against all claims, suits and actions arising from negligent acts or omissions of the County in the performance of this agreement.

CITY OF STEVENSON INCARCERATION SERVICES CONTRACT

PAGE 3 OF 6

# 8. Full Cooperation.

The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract. The Skamania County Sheriff's Office, including the jail personnel, shall have all authority granted to a non-charter code city under the laws of the State of Washington. The County agrees to provide the City with daily reporting updating the City on the inmates currently incarcerated in the County Jail and the inmates currently working through the Skamania County Sheriff's Non-Custody Work Crew Program, the number of days that each inmate has been incarcerated or successfully performed on the Skamania County Sheriff's Non-Custody Work Crew Program, and the expected date of release.

# 9. Modifications.

No changes or additions to this agreement shall be valid or binding upon either party unless such changes or additions be made in writing and executed by both parties.

# 10. Attorney Fees.

If any suit or action is filed by any party to enforce or interpret a provision of this contract, Or otherwise with respect to the subject matter of this contract, the prevailing party shall be Entitled, in addition to other rights and remedies it might have, to reimbursement for its Expenses incurred with respect to such suit or action, at trial & on appeal, including court Costs and reasonable attorney's fees.

# 11. Entire Agreement.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document. This contract is not intended to affect or otherwise change any other agreements between the County and the City.

#### 12. Laws of Washington.

This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract, shall be brought in a court of competent jurisdiction located in Skamania County.

#### 13. Effective Date.

This contract shall take effect immediately after it has been executed and copies filed as set forth in section 14 of this agreement.

# 14. <u>Interlocal Agreement Representations</u>

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

CITY OF STEVENSON INCARCERATION SERVICES CONTRACT

PAGE 4 OF 6

- a. Duration. This AGREEMENT shall terminate on December 31, 2023 or as otherwise provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

[Signatures appear on the following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON, A MUNICIPAL CORPORATION	BOARD OF COMMISSIONERS SKAMANIA COUNTY, WASHINGTON
Mayor	Chairman
	Commissioner
City Clerk	Commissioner
	Summer Scheyer, Skamania County Sheriff
APPROVED AS TO FORM ONLY:	ATTEST:
City Attorney	Clerk of the Board
APPROVED AS TO FORM ONLY:  Skamania County Prosecuting Attorney	

# ADDENDUM #1 INTERLOCAL AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES BETWEEN THE CITY OF STEVENSON AND SKAMANIA COUNTY

WHEREAS, City of Stevenson has a need for assistance of Fire Marshall services, and

**WHEREAS**, Skamania County and Stevenson have an existing agreement to provide the services of a building inspector who has extensive Fire Marshall experience, and

**WHEREAS**, Stevenson Municipal Code 15.01.050(D) identifies the Building Official as the City's Fire Code Official, and

**WHEREAS**, the County is willing to provide Fire Marshall Services for the City under certain terms and conditions.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth below it is agreed as follows:

- 1) The existing 2020 interlocal agreement is amended to include the following services:
  - a. Annual fire inspections of transient lodging (Skamania Lodge, Rodeway Inn, Stevenson Hotel, Wilder and Pine Cabins, vacation rentals, etc.), Stevenson Elementary and Stevenson High School.
  - b. Annual inspections of all commercial kitchens
  - c. Development reviews.
  - d. Fireworks Stand and Display permit reviews and issuance.
  - e. Additional services as needed such as occupancy determination requests and fire inspections.
- 2) Compensation for these additional services shall be as follows:
  - a. Annual fire inspections, included in the current cost of services provided.
  - b. Development reviews-10% of permit fee
  - c. Fireworks Stand and Display Permits-50% of permit fee
  - d. Additional services charged on a time and material basis based on the county's most recent rates.
- 3) Records of the inspections will be maintained by the City and kept according to the city's retention policy.
- 4) This addendum shall take effect upon the signature of the last party signing the same and shall continue in full force and effect thereafter until December 31, 2024, or unless terminated by one of the parties.

[Signatures appear on next page]

	to nave executed this agreement as of
<b>CITY OF STEVENSON,</b> a Washington Municipal Corporation	<b>SKAMANIA COUNTY,</b> a Legal Subdivision of the State of Washington
	Board of Commissioners
By: Scott Anderson, Mayor	By: Chairman
	By: Commissioner
	By: Commissioner
ATTEST:	
By: Leana Kinley, City Clerk	By: Lisa Sackos, Clerk of the Board
APPROVED AS TO FORM:	
Kenneth B. Woodrich, PC City Attorney	Adam Kick, Prosecuting Attorney

# Inter-local Agreement between Skamania County and

# Skamania County Emergency Services Agencies

This agreement, made and entered into this	day of	, by and
between Skamania County, Washington a politic	cal subdivision of the S	State of Washington,
hereinafter referred to as the "County" and Skarr	nania County ("County	"), Skamania County Fire
District # 1 (FD # 1), Skamania County Fire Dis	trict # 2, Skamania Co	unty Fire District # 3,
Skamania County Fire District # 4, Skamania Co	ounty Fire District # 5,	City of North Bonneville.
North Bonneville Fire Department, City of Steve	enson <mark>Stevenson Fire D</mark>	epartment, and Skamania
County Public Hospital District Skamania Coun	<del>ity Medical Services</del> , l	nereinafter referred to as
the "Agencies";		

**WITNESS:** in consideration of their mutual promises pursuant to the Interlocal Cooperation Act (RCW 39.34), all of the parties mutually agree as follows:

#### 1. **JOINT POWERS**

Any powers, privileges, and/or authority relating to the establishment, use and/or maintenance of an emergency services radio frequency of any party to this agreement may be exercised by any of the other parties to this agreement.

#### 2. USER'S BOARD

Within sixty (60) days of the execution of this agreement, each and every contracting agency shall appoint one representative to serve on an emergency services radio frequency user's board ("Users Board"). The purposes of this "User's Board" is to set standards, controls, and protocols regulating the use of emergency services radio frequency. The "User's Board" shall also be exclusively responsible to authorize agencies and individuals to use the emergency services radio frequency. Within one hundred twenty (120) days of the execution of this agreement, the "User's Board" shall conduct a meeting to establish rules and regulations regarding the use and maintenance of the emergency services radio frequency. The "User's Board" shall then meet no less than once a year to monitor the use of the radio frequency. Any member of the "User's Board" may, upon ten (10) days' notice, request a meeting of the "User's Board". No agency or individual may use the emergency services radio frequency without approval of the "User's Board".

#### 3. FINANCIAL OBLIGATIONS

The County shall be responsible to contract radio maintenance services and maintain operations at all mountain top repeater sites and the dispatch console at the Sheriff's Office. Rates are established and adjusted each year to cover the cost of normal operations and maintenance. Information on rates will be provided to the Agencies by November of each year.

Annual operating costs will be split equally between the Sheriff's frequency, County Road's frequency and the Agencies frequency. Major repairs that enhance or extend the life of the infrastructure will be distributed over a 6-year period by the same method.

In addition, the Agencies will be responsible for 15% of the total <u>annual</u> cost of the contracted services associated with covered repairs for the repeater sites and dispatch console.

Infrastructure replacement costs for repeater sites and dispatch console are fixed and set on a 20-year replacement program. Funds in this account shall be used exclusively for the purpose or infrastructure replacement. A sub-fund within Infrastructure Replacement (5010.201) will be created to identify the Agencies contributions. Expenditures out of this sub-fund shall be approved by the Agencies before the ER&R Division can utilize these funds for their intended purpose. In the event this sub-fund is cancelled, all proceeds within that fund will be distributed back to the Agencies in the same manner it was received.

The Agencies shall be responsible to acquire, maintain and/or service their respective communication equipment (mobile, portables or pagers) necessary to use the emergency service radio frequency and are not part of this agreement.

Not later than April 1 in each year of the agreement, the County shall submit to FD # 1 a detailed invoice showing annual maintenance and infrastructure replacement costs. Thereafter, FD # 1 shall submit copy with proportional shares due to each agency participating in this agreement. FD # 1 may, at their discretion, elect to charge a nominal administrative fee to cover costs of distributing and collecting the annual costs. Any administrative fee charged shall be distributed equally among the participating agencies and shall not exceed one-hundred dollars total.

#### 4. FCC LICENSE

FD #1 holds the license from the FCC to establish and maintain an emergency services radio frequency in Skamania County. FD #1 shall continue to be responsible to maintain and renew, as necessary, the FCC license. These records shall be maintained as public records accessible to the other contracting agencies. FD #1 will not terminate or fail to renew the FCC license without providing the other contracting agencies ninety (90) days written notice.

#### 5. DURATION OF AGREEMENT

The term of the agreement shall be four years from the date signed by the Skamania County Board of County Commissioners and may by amendment be extended for three additional four year terms if the agreement remains the same. The Radio Users Group shall procure all required signatures from the Agencies and present the renewal request to the County.

Any contracting agency wishing to terminate its participation in this agreement must give all of the other parties sixty (60) days written notice. A contracting agency's decision to terminate its

participation in this agreement will not otherwise affect this agreement and it will remain in full force and effect.

#### 6. LIABILITY RELATIONSHIP

The parties agree that each party is an independent public agency. This agreement shall not be construed to create an employer/employee relationship or principle agency between the parties. None of the contracting agencies are subject to the supervision or control of any other public agency.

Each party agrees to defend, protect and hold the other parties, their officials, employees and agents, harmless from any and all claims, demands, and causes of action of any kind or character, arising out of any party's fault with respect to the subject matter of this agreement or any services rendered pursuant to this agreement.

#### 7. ADDITIONAL PARTIES

At any time, an individual or public agency may petition the "User's Board" to become a member of this agreement. New members can be added to this agreement upon a majority vote of the "User's Board."

#### 8. EXECUTION

This agreement or amendments hereto, shall be executed on behalf of each contracting agency by its duly authorized representative and pursuant to an appropriate motion, resolution and/or ordinance of each contracting agency. This agreement or any amendment thereto, shall be deemed adopted on the date of execution by the last authorized representative. This agreement can only be modified by mutual written agreement of all parties involved and replaces the current 2002 agreement.

#### 9. MERGER

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party, or agent or agent of any party, that are not contained in this written agreement shall be valid or binding.

#### 10. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate four years from the date of execution or sooner as provided in paragraph 5, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable Skamania County to contract with area emergency services to share communications costs and user needs for emergency communications.

- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. Skamania County Public Works shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

This agreement shall become effective on the	day of	_, 2023.
ATTEST:	SKAMANIA COUNTY BOARD OF COMMISSIONERS	
	Chair	
Clerk of the Board	Commissioner	
	Commissioner	
Approved as to form only:		
Skamania County Prosecuting Attorney		

ADDITIONAL SIGNATURE PAGES FOLLOW

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 1
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 2
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 3
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 4
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 5
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	CITY OF STEVENSON
	Mayor
<b>Legal Counsel, City of Stevenson</b>	Clerk of the Board
	Date Signed:

ATTEST:	CITY OF NORTH BONNEVILLE
	Mayor
Legal Counsel, City of North Bonneville	Clerk of the Board
	Fire Chief
	Date Signed:

ATTEST:	SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT
	Chair
Superintendent	Commissioner
	Commissioner
	Date Signed:

# Inter-local Agreement between Skamania County and Skamania County Emergency Services Agencies

This agreement, made and entered into this	day of	, by and
between Skamania County, Washington a politic	al subdivision of the S	State of Washington,
hereinafter referred to as the "County" and Skam	ania County ("County	y"), Skamania County Fire
District # 1 (FD # 1), Skamania County Fire Dist	trict # 2, Skamania Co	ounty Fire District # 3,
Skamania County Fire District # 4, Skamania Co	ounty Fire District # 5,	City of North Bonneville,
City of Stevenson, and Skamania County Public	Hospital District, her	reinafter referred to as the
"Agencies";		

**WITNESS:** in consideration of their mutual promises pursuant to the Interlocal Cooperation Act (RCW 39.34), all of the parties mutually agree as follows:

#### 1. **JOINT POWERS**

Any powers, privileges, and/or authority relating to the establishment, use and/or maintenance of an emergency services radio frequency of any party to this agreement may be exercised by any of the other parties to this agreement.

#### 2. USER'S BOARD

Within sixty (60) days of the execution of this agreement, each and every contracting agency shall appoint one representative to serve on an emergency services radio frequency user's board ("Users Board"). The purposes of this "User's Board" is to set standards, controls, and protocols regulating the use of emergency services radio frequency. The "User's Board" shall also be exclusively responsible to authorize agencies and individuals to use the emergency services radio frequency. Within one hundred twenty (120) days of the execution of this agreement, the "User's Board" shall conduct a meeting to establish rules and regulations regarding the use and maintenance of the emergency services radio frequency. The "User's Board" shall then meet no less than once a year to monitor the use of the radio frequency. Any member of the "User's Board" may, upon ten (10) days' notice, request a meeting of the "User's Board". No agency or individual may use the emergency services radio frequency without approval of the "User's Board".

#### 3. FINANCIAL OBLIGATIONS

The County shall be responsible to contract radio maintenance services and maintain operations at all mountain top repeater sites and the dispatch console at the Sheriff's Office. Rates are established and adjusted each year to cover the cost of normal operations and maintenance. Information on rates will be provided to the Agencies by November of each year.

Annual operating costs will be split equally between the Sheriff's frequency, County Road's frequency and the Agencies frequency. Major repairs that enhance or extend the life of the infrastructure will be distributed over a 6-year period by the same method.

In addition, the Agencies will be responsible for 15% of the total annual cost of the contracted services associated with covered repairs for the repeater sites and dispatch console.

Infrastructure replacement costs for repeater sites and dispatch console are fixed and set on a 20-year replacement program. Funds in this account shall be used exclusively for the purpose or infrastructure replacement. A sub-fund within Infrastructure Replacement (5010.201) will be created to identify the Agencies contributions. Expenditures out of this sub-fund shall be approved by the Agencies before the ER&R Division can utilize these funds for their intended purpose. In the event this sub-fund is cancelled, all proceeds within that fund will be distributed back to the Agencies in the same manner it was received.

The Agencies shall be responsible to acquire, maintain and/or service their respective communication equipment (mobile, portables or pagers) necessary to use the emergency service radio frequency and are not part of this agreement.

Not later than April 1 in each year of the agreement, the County shall submit to FD # 1 a detailed invoice showing annual maintenance and infrastructure replacement costs. Thereafter, FD # 1 shall submit copy with proportional shares due to each agency participating in this agreement. FD # 1 may, at their discretion, elect to charge a nominal administrative fee to cover costs of distributing and collecting the annual costs. Any administrative fee charged shall be distributed equally among the participating agencies and shall not exceed one-hundred dollars total.

#### 4. FCC LICENSE

FD #1 holds the license from the FCC to establish and maintain an emergency services radio frequency in Skamania County. FD #1 shall continue to be responsible to maintain and renew, as necessary, the FCC license. These records shall be maintained as public records accessible to the other contracting agencies. FD #1 will not terminate or fail to renew the FCC license without providing the other contracting agencies ninety (90) days written notice.

# 5. DURATION OF AGREEMENT

The term of the agreement shall be four years from the date signed by the Skamania County Board of County Commissioners and may be extended for three additional four year terms if the agreement remains the same. The Radio Users Group shall procure all required signatures from the Agencies and present the renewal request to the County.

Any contracting agency wishing to terminate its participation in this agreement must give all of the other parties sixty (60) days written notice. A contracting agency's decision to terminate its

participation in this agreement will not otherwise affect this agreement and it will remain in full force and effect.

#### 6. LIABILITY RELATIONSHIP

The parties agree that each party is an independent public agency. This agreement shall not be construed to create an employer/employee relationship or principle agency between the parties. None of the contracting agencies are subject to the supervision or control of any other public agency.

Each party agrees to defend, protect and hold the other parties, their officials, employees and agents, harmless from any and all claims, demands, and causes of action of any kind or character, arising out of any party's fault with respect to the subject matter of this agreement or any services rendered pursuant to this agreement.

#### 7. ADDITIONAL PARTIES

At any time, an individual or public agency may petition the "User's Board" to become a member of this agreement. New members can be added to this agreement upon a majority vote of the "User's Board."

#### 8. EXECUTION

This agreement or amendments hereto, shall be executed on behalf of each contracting agency by its duly authorized representative and pursuant to an appropriate motion, resolution and/or ordinance of each contracting agency. This agreement or any amendment thereto, shall be deemed adopted on the date of execution by the last authorized representative. This agreement can only be modified by mutual written agreement of all parties involved and replaces the current 2002 agreement.

#### 9. MERGER

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party, or agent or agent of any party, that are not contained in this written agreement shall be valid or binding.

#### 10. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate four years from the date of execution or sooner as provided in paragraph 5, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable Skamania County to contract with area emergency services to share communications costs and user needs for emergency communications.

- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. Skamania County Public Works shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

This agreement shall become effective on the	day of	_, 2023.
ATTEST:	SKAMANIA COUNTY BOARD OF COMMISSIONERS	
	Chair	
Clerk of the Board	Commissioner	
	Commissioner	
Approved as to form only:		
Skamania County Prosecuting Attorney		

ADDITIONAL SIGNATURE PAGES FOLLOW

ATTEST: SKAMANIA COUNTY

	FIRE DISTRICT # 1
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 2
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 3
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 4
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	SKAMANIA COUNTY FIRE DISTRICT # 5
	Chair
Secretary	Commissioner
	Commissioner
	Date Signed:

ATTEST:	CITY OF STEVENSON	
	Mayor	
Legal Counsel, City of Stevenson	Clerk of the Board	
	Date Signed:	

ATTEST:	CITY OF NORTH BONNEVILLE
	Mayor
Legal Counsel, City of North Bonneville	Clerk of the Board
	Fire Chief
	Date Signed:

ATTEST:	SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT
	Chair
Superintendent	Commissioner
	Commissioner
	Date Signed:



JAN 3 1 2023

Stevenson City Hall

7121 East Loop Rd Stevenson, Washington 98648

Initial:	
miliai.	
ZZZZ OZ OZ OZ	

Dear City of Stevenson City Hall,

I am requesting to the City of Stevenson that my water/sewer bill for February could be reconsidered and the portion for sewer consumption in the amount of \$433.30 could be removed from my bill. I realize that I am a new customer to the City of Stevenson and haven't had my account for 6 months, but I am asking that an exception be made in my case. I am renting the space at 304 SW Second St in Stevenson, and I have a lease agreement from my landlord, Brian Adams that I would be in charge of paying the water sewer charge at the commercial space.

During the month of December I had a burst pipe at the office due to the freezing weather. The burst pipe was in the back half of the office that is currently vacant and I am not renting. The landlord would like to rent it but he has not found a renter for this space yet. There is no heating in the front portion of the office that I rent so I am using electric space heaters to heat my portion of the space.

I was kindly notified by the city on 12/28/22 that the water consumption on my bill was really high so their must be a leak in the office. The City asked if I would like the water turned off and I said yes so they turned it off so I wouldn't incur a higher water bill. I immediately called my landlord because I was out of town visiting family and he said that he would go to the office to assess the damages and dry up all the water from the leak.

The leak was found by the landlord and he fixed the broken pipes involved but I did go without water in my office for 2 weeks as a result. The landlord did lecture me and tell me that this water leak could have been avoided and the heat could have been turned on so that this wouldn't have happened. I told him yes it could have been avoided but my lease agreement with him was for the front half of the office and he let me know in the lease agreement that there was no heat in my half. When the other tenant that was renting the back half of the office left after her lease agreement expired in early December she disconnected the gas heat that only heats the back half of the office. The landlord had put the gas bill in his name but he did not tell me this. I argued that this building is not my building, my lease agreement with him is only for the front half of the office. I had no idea that the gas was even connected and it is not my responsibility to check on the space during bad weather.

I made a good faith payment today in the amount of \$153.50 (the normal monthly amount for water and sewer). The water just went down the drain as a result of the burst pipe but it also damaged the flooring in the back half of the office and there was no one in the office when this happened.

If my request would be considered I would really appreciate it.

Sincerely,

Laura Graves
Agent Representative

Office - 360-258-2677 | Fax - 360-256-8060 304 2<sup>nd</sup> Street Stevenson, WA 98648

#### CITY OF STEVENSON

#### **RESOLUTION NO. 2013-254**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON ADOPTING A WATER USAGE
RESPONSIBILITY POLICY (LEAK ADJUSTMENT PROCESS) AND REPEALING RESOLUTION NO. 64 IN ITS
ENTIRETY

#### Recitals

WHEREAS, the City of Stevenson, organized under the provision of RCW Title 35A, Municipal Code, operates a combined water/sewer utility as authorized by chapters 35.88, 35.91, 35.92, and 35.94 both within and without its limits; and

WHEREAS, installation and maintenance of water service lines from the meter to and inside the building/premises of private property is the responsibility of the private landowner, including any water lost due to leaks and/or breakages; and

WHEREAS, from time to time customers of this water/sewer utility may have water leaks on their service facilities causing abnormally high bills.

**NOW, THEREFORE,** the City Council of the City of Stevenson does resolve as follows:

Section 1. Resolution No. 64 "A Resolution of the city Council of the City of Stevenson Adopting a Water Usage Responsibility Policy" is repealed in its entirety.

Section 2. In the event of abnormal water usage due to a leak and/or breakage a water/sewer customer may request a billing adjustment under the following conditions:

- A. No water/sewer bill will be adjusted for any reason after thirty (30) days from receipt of notice from the City that the latest meter reading was unusually high for that billing period or within seven (7) days of the customer's discovery of the leak and providing proof of repair of the leak within ten (10) days of discovery.
- B. The City reserves the right to adjust water bills for water used between the time when the increased usage began and the date of receipt of notification or repair, whichever first occurs.
- C. A written application for a leak adjustment must be submitted to the City requesting a reduction in said billing, identifying the date when a leak/break was detected and when the leak/break was repaired, and providing proof of repair of the leak/break or signed letter attesting to completion of repair. The customer shall allow the public works employees the opportunity to verify by inspection that the repair has been made.
- D. All applications for a water adjustment shall be submitted to the City Utility clerk, the utility clerk may request verification by Public Works Director that the repair has been successful, and approved by the City council prior to crediting the account. If the applicant does not have six (6) months of history no adjustment can be calculated.

- E. The meter account shall be entitled to the benefits of this section not more than one (1) time every five (5) years.
- F. No water adjustment credit shall exceed \$1,000.

Section 3. The City Council upon an appeal, reserves the right in its sole discretion to override a water adjustment calculation upon a showing of good cause. Appeals shall be in writing and filed with the City Utility Clerk not more than sixty (60) days of the date of the initial billing for which an adjustment is requested or they shall be barred.

Section 4. The City Council reserves the right to deny a water/sewer adjustment when the Council believes fraud or abuse exists or when the Council finds the customer has failed to meet the requirements set forth in Section 2 above.

Section 5. Any water consumer will be responsible for full payment of any water/sewer bill regardless of the reason for the usage amount unless the City Council has made a specific adjustment in the water/sewer bill pursuant to Section 2 above. Water adjustments shall not be allowed if such excess water consumption is due to the owner's neglect to repair the water system.

Section 6. Billing adjustments shall be calculated following the Leak Adjustment Methodology attached as Exhibit A which shall be updated annually reflecting costs established in the year end Water Operating Statements.

Passed by the Council of the City of Stevenson this 21st day of February 2013.

Mayor of the City of Stevenson

ATTEST:

Clerk to the City Council

APPROVED AS TO FORM:

City of Stevenson
6-W-974(006)-1
Loop Street
Columbia Ave to E C/L

# STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Stevenson AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Loop Street, Columbia Ave to E C/L (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stevenson, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

#### 1.0 PURPOSE

For the project specified above, TIB shall pay 95.0000 percent of approved eligible project costs up to the amount of \$523,929, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

#### 2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

#### 3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

#### 4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

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often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

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

#### 9.0 DEFAULT AND TERMINATION

#### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

#### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

#### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

#### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

#### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

#### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

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#### 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

#### 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

#### 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



#### 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

#### 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form Attorney General			
Ву:			
Signature on file			
Guy Bowman Assistant Attorney General			
Lead Agency		Transportation Improvem	ent Board
Chief Executive Officer	Date	Executive Director	Date
Print Name		Print Name	

Agency Name STEVENSON TIB Project Number: 6-W-974(006)-1

Project Name: Loop Street

Columbia Ave to E C/L

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

#### **PROJECT SCHEDULE**

Target Dates			
Construction Approval Contract Bid Award Contract Completion			

#### PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
STEVENSON	27,575	
WSDOT	0	
TOTAL LOCAL FUNDS	27,575	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

#### Mayor or Public Works Director

Signature	Date	
Did T IN		_
Printed or Typed Name	Title	
Financial Officer		
Tillaticial Officei		
Signature	Date	
Printed or Typed Name	Title	
Triffica of Typea Name	TICC	

TIB Funding Status Report



#### Azteca Systems, LLC - Cityworks

11075 S State St, Suite 24 | Sandy, UT 84070 801-523-2751 | Fax # 801-523-3734 Quote Number Q-33537-1
Created Date 2/8/2023
Expiration Date 3/20/2023

#### **Contact Information**

Contact Name: Carolyn Sourek

Prepared By Name:

Chris Crupi

Customer:

Stevenson (WA), City of

Prepared By Phone:

(801) 523-2751

Contact Address:

Stevenson, WA

**Quote Lines** 

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 14,000.00
	TOTAL:	USD 14,000.00

#### **Notes**

Year 1 Dollar Value	USD 14,000.00	Year 1 Date Range	03/15/2023 - 03/14/2024*
Year 2 Dollar Value	USD 16,000.00	Year 2 Date Range	03/15/2024 - 03/14/2025
Year 3 Dollar Value	USD 16,000.00	Year 3 Date Range	03/15/2025 - 03/14/2026

#### Notes:

Server AMS Standard Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Respond

Mobile Native Apps (for iOS/Android)

Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:

Storeroom

**Equipment Checkout** 

Cityworks for Excel

Cityworks Analytics AMS eURL (Enterprise URL)

Workload

Web Hooks

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 1 - 10,000 population range

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 25 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

<sup>\*</sup>Fee for Year 1 reflects 12.5% Discount

#### **Terms and Conditions**

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure

(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

#### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

#### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

#### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734





#### ORDER FORM

Order Date:	Date of the last signature below	
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070	7 (7)
Customer Entity Name	Stevenson, WA	
("Customer") and Address:	7121 E Loop Rd Stevenson, WA 98648	
Billing Contact Name and E- Mail Address:	Carolyn Sourek 509-427-5970 x206 carolyn@ci.stevenson.wa.us	Y E. C. K.
Initial Term:	03/15/2023 - 03/14/2024	
Miscellaneous:	* Purchase orders issued by Customer are issued for administrative purposes only; ten conditions contained in any such purchase order shall be null and void.	ms and

#### **Licensed Software:**

Description	Number of Authorized Users	Annual Term	Total
Server AMS Standard Cityworks Online Enterprise	ELA pricing for CWOL	03/15/2023 - 03/14/2024	\$14,000.00*
License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:	assumes no hosting logins are added	03/15/2024 - 03/14/2025	\$16,000.00
Respond Mobile Native Apps (for iOS/Android) Office (limited use for Admin and Reporting only)	over and above the current 25 Server AMS hosting Logins.	03/15/2025 - 03/14/2026	\$16,000.00
Includes the following Add-ons: Storeroom Equipment Checkout Cityworks for Excel Cityworks Analytics AMS eURL (Enterprise URL) Workload Web Hooks Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners	Additional hosting logins can be added for an additional fee.		

<sup>\*</sup>Fee for Year 1 reflects 12.5% Discount.

 $All\ Licensed\ Software\ is\ for\ the\ indicated\ term\ and\ not\ perpetual.\ Annual\ fee\ herein\ is\ based\ on\ 1-10,000\ population\ range.$ 

#### Addendums:

- 1. Terms of Service
- 2. Supplemental Product Terms
- 3. Support
- 4. Service Level Agreement

#### **TERMS AND CONDITIONS**

- 1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.
- 2. Annual Renewals; Additional Software Products and Licenses. This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term. Additional Software Products & Licenses may be added to this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.
- 3. Payment Terms. All fees are due net 30 from the date of the Trimble invoice. Trimble will invoice upon execution of this Order and each renewal hereof.
- 4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) five percent (5%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.
- <u>5. Electronic Invoices</u>. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer\_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.
- <u>6. Due Authority</u>. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

#### **ACCEPTANCE**

Accei	hate	and	agra	ha
Acce	Jieu	anu	agie	eu.

CUSTOMER:	TRIMBLE:	
Signature:	Signature:	
Print Name:	Print Name:	George Mastakas
Title:	Title:	Vice President
Date:	Date:	

#### Addendum #1

# Terms of Service v5.1 (O&PS)

These Terms of Service (this "Agreement") are entered into by and between (a) the "Trimble" entity identified on an Order or SOW and (b) the "Customer" entity identified on an Order or SOW ("Customer" or "you"). Certain capitalized terms are defined in Exhibit B and others are defined contextually in this Agreement.

The Order may also be subject to supplemental product terms and conditions referenced in the applicable Order ("Supplemental Product Terms"). This Agreement consists of the terms and conditions set forth below and any applicable Supplemental Product Terms, Support Terms, Order, and SOW. Any conflict or inconsistency will be resolved in the following order of precedence: (1) the Order, (2) the Supplemental Product Terms, (3) the body of this Agreement, (4) the Support Terms, and (5) the SOW.

The "Effective Date" of this Agreement means the effective date stated on the Order, or if there is no Order, then the date that the Products are first made available to Customer. This Agreement will govern Customer's initial purchase(s) as well as any renewals thereof (unless different terms are specified upon renewal).

If you are accessing or using Products on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. All references to "you" reference your company. BY SIGNING AN ORDER OR SOW OR INSTALLING, ACCESSING, OR USING ANY PRODUCTS THAT ARE SUBJECT TO THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

#### 1. Products.

- 1.1 Product Types. The following provisions apply to the applicable Product type, as set forth in the Order.
- (a) <u>Software-as-a-Service</u>. For Products that are deployed as Software-as-a-Service, as set forth in the Order, subject to the terms of this Agreement, Customer may access and use the Products during the Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement.
- (b) <u>Licensed Software</u>. For Products that are Licensed Software for deployment on premises or on a device, as set forth in the Order, subject to the terms of this Agreement, Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during the Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement. Licensed Software is licensed, not sold.
- (c) <u>Hosting Services</u>. For Products that are Licensed Software, but are deployed through hosting services delivered by Trimble, as set forth in the Order, the Products are subject to the terms and conditions applicable to Licensed Software.

#### 1.2 Authorized Users and Administrators.

- (a) Only Authorized Users may access or use the Products. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use a Product on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Only if expressly permitted under the applicable Order or Supplemental Product Terms, Customer may transfer Authorized User status from one individual to another at any time, provided that use of the Products by its Authorized Users in the aggregate remains within any applicable Usage Limitations. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.
- (b) If a Product permits administrator access, as described in the Documentation, Customer may designate one or more Authorized Users to be administrators (each an "Administrator") with control over Customer's account, including management of Authorized Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of Administrators and any actions they take with respect to the Products. Trimble's responsibilities do not extend to the internal management or administration of the Products for Customer.

#### 1.3 API Access and Customer Applications.

(a) <u>API</u>. Products may include one or more application program interfaces ("API(s)") that allow Customer to develop applications, code, or services that communicate with the Products (collectively, "Customer Applications"). Such APIs, if any, may be available upon request. Customer may use an API only if such use is authorized in the Documentation or otherwise in writing by Trimble. Use of APIs

may be subject to additional terms and conditions. Trimble may modify APIs from time to time, and Trimble is not responsible for the compatibility of any such modifications with Customer Applications.

- (b) <u>Use of Customer Applications</u>. If use of an API is authorized, subject to the terms of this Agreement and in compliance with the applicable Documentation, Customer may develop Customer Applications for use solely by Customer's Authorized Users. Customer will not develop Customer Applications for the benefit of, or distribute Customer Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Trimble itself may independently develop applications similar to Customer Applications.
- 1.4. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Products to a third party; (b) use the Products on behalf of, or to provide any product or service to, third parties; (c) use the Products to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Products, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Products or copy any element of the Products (other than in connection with making copies of Licensed Software authorized under this Agreement); (f) remove or obscure any proprietary notices in the Products; (g) publish benchmarks or performance information about the Products, except to the extent expressly permitted by Law; (h) interfere with the Products' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Products; (i) transmit any viruses or other harmful materials to the Products; (j) submit to the Products any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Products to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Products to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; or (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Product Terms, or the Documentation, use or host any Licensed Software in a virtual server environment.
- 1.5 <u>Trials and Betas</u>. If Customer receives access to the Products or any features thereof on a free or trial basis or as an alpha, beta, or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation to determine whether to purchase a license or subscription to the Product during the period designated by Trimble (or if not designated, 30 days). If Customer purchases a license or subscription to the Products, this Agreement will apply to Customer's use unless otherwise specified in the applicable Order. Trials and Betas are optional and Trimble may cease offering Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. If the Products include a mechanism that limits access to Trials and Betas, Customer will not attempt to circumvent any such mechanism or restriction. Notwithstanding anything else in this Agreement: (a) Trimble has no obligation to retain Customer Data used with Trials and Betas; (b) Trimble provides the Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; and (c) Trimble's liability for Trials and Betas will not exceed US\$50.
- 1.6 <u>Educational Versions</u>. Notwithstanding the foregoing, for any version of the Products designated as "educational," or a similar term, Customer may use the Products solely for educational purposes (i.e., by an instructor or a student at an educational institution and while engaged in educational work). Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.
- 1.7 <u>Internet Connection</u>. Products may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble.
- 1.8 <u>Delivery and Deployment</u>. Products, Documentation, and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which a Product and License Key, if any, are first made available to Customer. Products may gather and transmit to Trimble license compliance and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Products. Trimble may use the foregoing information to validate the authenticity of Customer's license to the Products, to register Customer's Products, for license metering, and to protect Trimble against unlicensed or illegal use of the Products.

#### 2. Data Rights.

#### 2.1 Data Usage and Ownership.

(a) Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Products, Support, and Professional Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Agreement or any written consent or instructions of Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to Trimble's confidentiality obligations in Section 13 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data to develop, maintain, and improve the Products and any other products, software, and services of Trimble or its Affiliates.

- (b) Except for Trimble's use rights set forth in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Trimble owns all right, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).
- (c) Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Documentation, Order, Supplemental Product Terms, or the parties agree otherwise in writing.
- (d) In the event of any conflict between the terms of Section 13 (Confidentiality) and this Section 2.1 (Data Usage and Ownership), the terms of this Section 2.1 (Data Usage and Ownership) will control.

#### 2.2 Personal Information and Data Protection.

- (a) All applicable laws, rules, and regulations relating to privacy and data protection, including GDPR and CCPA (as defined below), are referred to as "Data Protection Legislation." "Personal Information" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by Customer or on its behalf as required for and in connection with the normal use and operation of Products or (ii) automatically collected through the Products on Customer's behalf. "Applicable," in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.
- (b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 2.2(b) is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- (c) Without prejudice to the generality of Section 2.2(b), Customer will ensure that it has all necessary and appropriate consents and notices in place (i) to enable lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process, and transfer the Personal Information in accordance with this Agreement, including on the Customer's behalf.
- (d) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on the Customer's behalf when performing its obligations under this Agreement and (ii) the Personal Information may be transferred, stored, and/or accessed from outside of the country where the Customer's principal place of business is located in order to provide the Products or to otherwise perform any of Trimble's other obligations under this Agreement.
- (e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom ("GDPR"), then, at the request of Customer, the parties will execute an applicable data processing addendum.
- (f) If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq.) ("CCPA"), then the terms of this clause (f) apply, and capitalized terms shall have the meanings afforded to them under the CCPA unless otherwise stated. In connection with a Verifiable Consumer Request by a Consumer pursuant to an exercise of rights under CCPA related to Personal Information, (i) Trimble is Customer's Service Provider; (ii) Customer (and not Trimble) will respond to such request; and (iii) if necessary, in connection with such request, Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and Documentation regarding Trimble's products, software, and services. To the extent such tools do not enable Customer to respond to a Verifiable Consumer Request, upon Customer's request, Trimble will provide reasonable assistance with respect to Personal Information in Trimble's systems that is required for Customer's response to such request. Trimble will not retain, use, or disclose Personal Information for any purpose other than as expressly permitted under this Agreement or as otherwise permitted under CCPA. A Verifiable Consumer Request to delete Personal Information will not require Trimble to delete Personal Information required to provide Customer with the Products (as defined in this Agreement), which includes any of Trimble's Service Provider(s) acting on Trimble's behalf to provide the Products (as defined in this Agreement); provided, however, that such service provider(s) do not have a separate right to Sell or otherwise use Customer's Personal Information other than as required for Trimble's Business Purposes.

#### 3. Customer Obligations.

- 3.1 <u>Compliance with Laws</u>. Customer is responsible for complying with all Laws in its use of the Products and any results derived from the Products.
- 3.2 <u>No High Risk Activities</u>. Customer will not use the Products for High Risk Activities. Customer acknowledges that the Products are not intended to meet any legal obligations for High Risk Activities.
- 3.3 <u>No Prohibited Data</u>. Customer will not use the Products with Prohibited Data. Customer acknowledges that the Products are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

- 3.4 <u>Customer Data</u>. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Products and grant Trimble the rights in Section 2.1 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data.
- **4. Suspension of Access to Products**. Trimble may suspend Customer's access to the Products, Support, and/or Professional Services, without liability, and in whole or in part, if (a) Customer breaches Section 1.4 (Restrictions) or Section 3 (Customer Obligations); (b) Customer's account is 10 days or more overdue; or (c) Customer's actions risk harm to other customers or the security, availability, or integrity of the Products. Where practicable, Trimble will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Trimble will promptly restore Customer's access to the Products in accordance with this Agreement.
- **5. Certain Product Features.** The following provisions apply to the extent applicable to the Products.
- 5.1 <u>Devices</u>. The Products may be compatible with or require use of a device ("**Device**"). Compatible Devices are specified in the applicable Documentation. Trimble makes no warranties regarding the operation of any Device or continued compatibility of a Product with any such Device. Customer is solely responsible for the configuration and operation of the Device. The results obtained through a Product may be affected by, and Trimble will have no liability for, the compatibility, placement, configuration, or operation of the Device, weather or other environmental conditions, color or composition of materials being scanned, or other factors outside of Trimble's control.
- 5.2 <u>Use with Other Trimble Products</u>. The Products may allow Customer to connect with other products or services made available by Trimble. Use of such other products or services that are not part of the Products may require payment of a separate fee and are governed by those products or services' respective terms of service, end user license agreement, or other agreement, and not by this Agreement.
- 5.3 <u>Scripts</u>. The Products may allow Customer to input and/or develop custom scripts, macros, and commands (collectively, "Scripts") that control the operation of the Products. Scripts may be available for download or purchase from Trimble or third parties, or created by Customer. Unless otherwise specified by Trimble in writing, Scripts are not part of the Product. Customer's development and use of any Scripts are solely at its own risk. To the extent any Scripts are provided by a third party, such Scripts will be deemed to be Third-Party Materials, and may be subject to Third-Party Terms.
- 5.4 <u>Third-Party Materials</u>. The Products may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Products. To the extent specified by Trimble (including in any Supplemental Product Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("Third-Party Terms"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Products that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Products in accordance with this Agreement.
- 5.5 Open Source. The Products may incorporate third-party open source software ("Open Source"), as listed in the Documentation or Supplemental Product Terms, or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of this Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of this Agreement.
- 5.6 <u>Content Subscriptions</u>. This Section applies if the Product makes available Third-Party Materials as a data or content subscription ("Subscription Content"). If Customer has a separate agreement with Trimble or the applicable third party in place regarding the use of Subscription Content ("Subscription Content Agreement"), then such Subscription Content Agreement governs the use of Subscription Content accessed through the Product, but not the use of the Product itself, which will be governed by this Agreement. If no Subscription Content Agreement is in place, then, unless otherwise authorized by Trimble in writing, such Subscription Content may only be used solely for Customer's internal purposes during the applicable Term and only when accessed pursuant to a manual end user request. Customer will not: (i) access, extract, or download any Subscription Content, or portions thereof, in batch or mass by any means; (ii) sell, offer to sell, rent, sublicense, or transfer any copies of the Subscription Content, or portions thereof, to a third party or allow a third party to use the Subscription Content; (iii) use the Subscription Content to develop services or products for sale or include any portion of the Subscription Content in any product or service; (iv) use any portion of the Subscription Content to create a competitive service, product, or technology; (v) recreate the Subscription Content or create otherwise a separate database or other repository; or (vii) make any portion of the Subscription Content to train, augment, or correct another database or information repository; or (vii) make any portion of the Subscription Content available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Subscription Content.

#### 5.7 Third-Party Platforms.

- (a) Customer may choose to use a Product with Third-Party Platforms. Third-Party Platforms are not part of the Product. Subject to payment of additional fees, Trimble may host Trimble-approved Third-Party Platforms or integrations to Third-Party Platforms for use in connection with the Products.
- (b) Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement, and may enable data exchange between the Products and Third-Party Platform. Trimble does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability, or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with a Product, Trimble may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.
- (c) Customer represents and warrants that it shall, and shall require any provider of a Third-Party Platform to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Product and Trimble cloud environment and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time. If Trimble hosts the Third-Party Platform or integration to the Third-Party Platform, Customer represents and warrants to Trimble that Customer has all rights necessary to grant Trimble the right to host the Third-Party Platforms on its behalf.

#### 5.8 Third-Party Application Stores.

- (a) <u>Purchase from Application Store</u>. If Customer obtains the Product through a third-party application store, marketplace, or other site or service (each, an "Application Store"), such Application Store is considered a reseller. All Fees are non-refundable once paid. Customer's download of the Product may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Product.
- (b) <u>Apple-Specific Terms</u>. If Customer downloaded the Product from Apple Inc.'s ("**Apple's**") Application Store, the following terms are part of this Agreement:
- (i) This Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of this Agreement and will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary.
- (ii) To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Product, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Product.
- (iii) As between Trimble and Apple, Trimble is solely responsible for the Product and for addressing any claims Customer or any third parties have about the Product or Customer's possession or use of the Product, including without limitation (A) product liability claims; (B) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Product or Customer's possession or use of the Product infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

#### 6. Support and Professional Services.

- 6.1 <u>Support</u>. During the Term, Trimble will provide support and/or maintenance for the Products ("Support" or "Software Assurance") in accordance with the service level commitments specified on the applicable Order or the Supplemental Product Terms, if any ("Support Terms").
- 6.2 <u>Professional Services</u>. Trimble will provide Professional Services related to the Products as specified on the Order or a statement of work or work order ("**SOW**") signed or accepted by Customer. Professional Services are subject to the terms and conditions set forth in Exhibit C and the applicable Order or SOW.

#### 7. Term and Termination.

7.1 <u>Initial Term</u>. If Customer purchases a subscription to a Product or a license to Licensed Software for a limited period of time, the duration of the initial term of the Order and this Agreement is set forth in the Order ("Initial Term"). Upon the expiration of the Initial Term, the Order and this Agreement shall automatically renew in accordance with Section 7.2 (Renewal Term(s)), unless otherwise set forth in the Supplemental Product Terms or the Order. The Initial Term and any renewal period are collectively referred to as "Term."

- 7.2 <u>Renewal Term(s)</u>. Unless otherwise set forth in the Order, if Customer purchases a termed license or subscription to a Product or Support, upon the expiration of the Initial Term or any renewal Term, the Term shall automatically renew for subsequent term(s) equal in duration to the then-current term, until either party provides written notice to the other party of its intent not to renew at least 30 days before the expiration of the then-current Term.
- 7.3 <u>Termination</u>. Either party may terminate this Agreement, an Order, or a SOW if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. Termination of the Agreement will terminate all Orders and any SOWs, unless otherwise stated in the termination notice. Termination of an Order or SOW will not, by itself, terminate this Agreement.
- 7.4 Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's right to use the Products (including its license to any Product) will cease and Customer will immediately cease any and all use of and access to the Products and will delete (or, upon request, return) all copies of any Product. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 2.1 (Date Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.
- 7.5 <u>Survival</u>. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 2.1 (Data Usage and Ownership), 3 (Customer Obligations), 7.4 (Effect of Termination), 7.5 (Survival), 8 (Financial Terms), 9.3 (Disclaimers), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 15 (General Terms), and Exhibit B. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

#### 8. Financial Terms.

- 8.1 <u>Fees</u>. Fees are as described in the Order or SOW ("Fees"). The payment terms for the first invoice for Products or Support will be set forth on the Order. Thereafter, the payment terms for Fees for Products and Support under that Order will be set forth in the invoice. Unless otherwise stated in a SOW or set forth in an invoice, Fees for Professional Services under an SOW are due upon receipt. Trimble may, without limiting Trimble's other rights and remedies, accelerate Customer's unpaid Fees under any Order for any breach of Customer's payment obligations under any Order so that all such obligations become immediately due and payable, including Fees for all unbilled future Fees under any Order.
- 8.2 <u>Increases</u>. Unless otherwise set forth in the Order, (a) all recurring Fees will be fixed for a period of 12 months from the Effective Date, and (b) thereafter, Trimble may increase recurring Fees once every 12 months during the Term.
- 8.3 <u>Late Fees</u>. Any amount due under this Agreement that remains unpaid after its due date will bear interest at the lower of 1.5% per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay all costs and expenses of collection (including attorneys' fees) incurred by Trimble collecting any amounts past due under this Agreement. Subject to any mandatory Laws to the contrary, all Fees and expenses are non-refundable.
- 8.4 <u>Taxes</u>. Customer will pay any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders or SOWs, whether domestic or foreign ("Taxes"), other than Trimble's income tax. Fees and expenses are exclusive of Taxes. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

#### 9. Warranties and Disclaimers.

- 9.1 <u>Limited Warranty</u>. Unless otherwise specified in the Supplemental Product Terms, and subject to any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period the Products will perform materially as described in the Documentation. The "Warranty Period" is (i) 90 days from the Effective Date for Licensed Software deployed on premises or on a device pursuant to Section 1.1(b) and (ii) for the duration of the Term for any (1) Software-as-a-Service made available pursuant to Section 1.1(a) or (2) Licensed Software deployed through hosting services provided by Trimble pursuant to Section 1.1(c).
- 9.2 <u>Warranty Remedy</u>. If Trimble breaches Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. Trimble will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Product. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy and Trimble's entire liability for breach of the warranty in Section 9.1 (Limited Warranty). This warranty does not apply to (a) issues caused by misuse or unauthorized modifications; (b) unsupported versions of Licensed Software; (c) issues in or caused by Third-Party Platforms or other third-party systems; or (d) Trials and Betas or other evaluation use.

#### 9.3 Disclaimers.

- (a) General. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 (LIMITED WARRANTY) OR IN ANY SUPPLEMENTAL PRODUCT TERMS, PRODUCTS, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". TRIMBLE AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6 (SUPPORT AND PROFESSIONAL SERVICES), TRIMBLE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE PRODUCTS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE PRODUCTS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCTS AND THE SELECTION OF THE PRODUCTS AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE PRODUCTS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE PRODUCTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.
- (b) <u>Customer Applications</u>. Trimble hereby disclaims any warranty, support, or other obligations with respect to any Customer Applications.
- (c) <u>Scripts</u>. Subject to mandatory Laws to the contrary, Scripts are provided "AS IS" and Trimble hereby disclaims any warranty, support, or other obligations with respect to any Scripts, including, without limitation, any Scripts provided by Trimble.
- (d) Third-Party Materials and Third-Party Platforms. Third-Party Materials and Third-Party Platforms are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials or Third-Party Platforms. Trimble and its suppliers make no warranty or guarantee regarding any Third-Party Materials or Third-Party Platforms, including regarding their accuracy or continued availability or compatibility.
- (e) <u>High Risk Activities and Prohibited Data</u>. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Products in connection with High Risk Activities or with any Prohibited Data.
- 10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer's use rights in this Agreement, Trimble and its licensors retain all intellectual property and other rights in the Products, Documentation, other deliverables and related Trimble technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Trimble. If Customer provides Trimble with any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to a Product ("Feedback"), Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.
- 11. Limitations of Liability. TRIMBLE'S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE ORDER, ANY SOW, THIS AGREEMENT, AND THE PRODUCTS OR SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO TRIMBLE BY CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICES IN THE PRIOR 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT WILL TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, CUSTOMER'S USE OF OR THE PERFORMANCE OF THE PRODUCTS OR FROM THE SERVICES, OR FOR ANY OTHER REASON, EVEN IF TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TRIMBLE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- 12. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, or (b) Customer's breach or alleged breach of Section 3 (Customer Obligations), Section 5.4 (Third-Party Materials), or Section 5.7 (Third-Party Platforms) (each, a "Claim"). Trimble will give Customer prompt written notice of any Claim and

will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

#### 13. Confidentiality.

- 13.1 <u>Definition</u>. "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Products, Support, or Professional Services. Customer's Confidential Information includes Customer Data.
- 13.2 <u>Obligations</u>. As a receiving party, each party will use reasonable care to protect the disclosing party's Confidential Information from being disclosed to third parties except as permitted in this Agreement, including, without limitation, in Section 2.1 (Data Usage and Ownership) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 15.8 (Subcontractors), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.
- 13.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the disclosing party's Confidential Information.
- 13.4 <u>Remedies</u>. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section.
- 13.5 <u>Required Disclosures</u>. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data or Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.
- **14.** Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Law. Trimble may include Customer and its trademarks in Trimble's customer lists and promotional materials but will cease this use at Customer's written request.

#### 15. General Terms.

- 15.1 <u>Assignment</u>. Trimble may assign this Agreement upon notice to Customer. Customer may not assign or transfer this Agreement (by operation of law or otherwise) without the prior consent of Trimble. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 15.2 <u>Non-Solicitation</u>. During the Term of this Agreement, and for a period of one year following expiration or termination of this Agreement, Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of Trimble, without the prior written consent of Trimble.
- 15.3 <u>Notices</u>. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered mail (return receipt requested); or (c) one day after dispatch if by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be provided to the address in Exhibit A, with a copy to Trimble Inc., Attn: General Counsel Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Customer, Trimble may provide notice to the address Customer provided at registration or on the Order. Either party may update its address with notice to the other party. Trimble may also send general and operational notices to Customer by email or through the Products, including suspension, collection, and termination notices related to overdue Fees.
- 15.4 Entire Agreement. This Agreement (which includes the Order, any SOWs, any applicable Supplemental Product Terms, and any applicable Support Terms) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. The terms in any Customer purchase order, business form, or other similar documents will not

amend or modify this Agreement and are expressly rejected by Trimble; any of these Customer documents are for administrative purposes only and have no legal effect.

- 15.5 <u>Amendments</u>. Except as otherwise provided herein, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Trimble. Documentation and Support Terms are not subject to this Section. Trimble may modify Documentation and Support Terms to reflect new features or changing practices, but the modifications will not materially decrease Trimble's overall obligations during a Term.
- 15.6 <u>Waivers and Severability</u>. Waivers must be in writing signed by the waiving party's authorized representative and cannot be implied from conduct. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law or is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.
- 15.7 <u>Force Majeure</u>. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemics, or natural disaster.
- 15.8 <u>Subcontractors</u>. Trimble may use subcontractors and permit them to exercise Trimble's rights in connection with this Agreement, including for hosting purposes. Trimble remains responsible for compliance of any such subcontractors with this Agreement and for its overall performance under this Agreement.
- 15.9 Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.
- 15.10 Export Restrictions. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of any United States, or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section will survive the termination of this Agreement for any reason whatsoever.
- 15.11 Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.
- 15.12 <u>Government End-Users</u>. Elements of the Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.
- 15.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any third party except to the extent expressly set forth in this Agreement.
- 15.14 <u>Governing Law, and Venue</u>. The Agreement is governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the applicable jurisdiction set forth in Exhibit A under "Governing Law" for the applicable Trimble entity without

regard to or application of its conflicts of laws provisions and without regard to or application of the United Nations Convention on the International Sale of Goods. The parties agree that any legal proceeding arising out of or related to this Agreement will be subject to the sole and exclusive jurisdiction and venue set forth in Exhibit A under "Exclusive Venue/Jurisdiction," to the exclusion of all others. Each party irrevocably consents and hereby submits to the personal jurisdiction thereof.

15.15 <u>Jury Trial Waiver</u>. If the Agreement is governed by U.S. law, this Section applies. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EXHIBIT A TRIMBLE NOTICE ADDRESS, GOVERNING LAW, AND VENUE/JURISDICTION

Trimble Entity and Notice Address*	Governing Law	Exclusive Venue/Jurisdiction
Trimble Inc.		
935 Stewart Drive, Sunnyvale, CA 94085 United States		
AgileAssets Inc. 3001 Bee Caves Rd #200, Austin, TX 78746	Delaware	State of Delaware and United States federal courts located in Wilmington, Delaware
Azteca Systems, LLC 11075 South State Street Suite 24 Sandy, UT 84070		
e-Builder Inc. 13450 West Sunrise Blvd Suite 600, Sunrise, FL		
Trimble Europe B.V. Industrieweg 187a, 5683 CC, Best, The Netherlands	The Netherlands	Courts of Amsterdam

<sup>\*</sup>See additional notice address for Trimble in Section 15.3 (Notices).

#### **EXHIBIT B**

#### **DEFINITIONS**

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests, and "control" means the power to direct the management or affairs of an entity.

"Anonymized Data" means any data collected in connection with the Products (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.

"Authorized User" or "User" means any type of user authorized by Customer to access and use the Products on Customer's behalf, including any additional requirements as set forth in the Order or Supplemental Product Terms.

"Concurrent User" means any type of User authorized by Customer to access and use the Products on Customer's behalf simultaneously at a given point in time.

"Customer Data" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Products or that is created or generated by Customer through Customer's use of the Products, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform.

"Customer Group" means, if applicable, Customer's business units, Affiliates, or Joint Ventures listed in the Order that are permitted to authorize Users to use the Products on behalf of those business units, Affiliates, or Joint Ventures.

"Deliverables" shall mean any Trimble deliverables as expressly set forth on a SOW.

"Documentation" means Trimble's then-current usage guidelines and standard technical documentation applicable to the Products.

"High Risk Activities" mean any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Products could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

"Joint Venture" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.

"Law(s)" means all applicable local, state, federal, and international laws, regulations, and conventions, including those related to data privacy and data transfer, international communications, and export of technical or personal data.

"License Keys" means electronic passwords or other enabling mechanisms provided for use with a Product.

"Licensed Software" means the object code form of Trimble's proprietary installed software product, as identified in the relevant Order. The Licensed Software includes the Documentation, and any maintenance releases of the same Licensed Software product provided by Trimble to Customer under this Agreement, and optional software component module(s) that provides specific features and functionality enhancements for the Licensed Software not available in the standard configuration of the Licensed Software. Licensed Software does not include Third-Party Materials or Third-Party Platforms.

"Named User" means any type of User designated by Customer by name or other identifier to access and use the Products on Customer's behalf.

"Order" means (a) any ordering documents, proposals, quotations, sales agreement, or similar documents issued by Trimble or executed by Customer or (b) any Trimble-issued entitlement confirmation or online order acknowledgement.

"Product(s)" means the applicable Licensed Software or Software-as-a-Service offerings listed on an Order, including any platforms, add-on, integrations, service, or products provided or sold by Trimble with any of the foregoing.

"Professional Services" means any training, enablement, configuration, or other professional consulting services provided by Trimble related to the Products, as identified in the Order or SOW.

"Prohibited Data" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("HIPAA"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); or (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act.

"Software-as-a-Service" means a Trimble proprietary cloud service, any Product available through a software-as-a-service, or other hosting services deployment model, as identified in the relevant Order and as modified from time to time. This includes Documentation, but does not include Third-Party Materials or Third-Party Platforms not provided by Trimble.

"Third-Party Materials" means any third-party data, content, or proprietary software.

"Third-Party Platform" means any platform, add-on, service, or product not provided by Trimble that Customer elects to integrate or enable for use with the Products, including any Trimble-approved Third-Party Platforms that Trimble may host on behalf of Customer.

"Usage Limitations" means Customer's authorized scope of use for the Products as specified in the applicable Order or Supplemental Product Terms, which may include any user, seat, copy, instance, data storage, CPU, computer, field of use, location, or other restrictions.

#### **EXHIBIT C**

#### PROFESSIONAL SERVICE TERMS

- 1. Statements of Work. If purchased by Customer, Trimble or its authorized service providers will use commercially reasonable efforts to provide Professional Services to Customer described in an Order or SOW by the delivery dates specified therein, if any, or on a mutually agreeable schedule. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
- 2. Customer Materials. Customer agrees to provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "Customer Materials") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Professional Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Professional Services, Trimble shall be excused from performance until such items or access are provided. Subject to the confidentiality provisions of this Agreement, Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Professional Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
- **3. Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Professional Services, if onsite performance of Professional Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Professional Services.
- **4. Deliverables**. Trimble hereby grants Customer worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Products associated with such Deliverables and only for the period of time that Customer has a license or subscription to such Products. Unless expressly stated otherwise in the applicable SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including any such materials to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
- **5. Services Warranty**. Trimble will perform the Professional Services and deliver the Deliverables as scoped in an Order or SOW in a professional and workmanlike manner. If notified of a non-conformity within 10 days of delivery of the applicable Professional Services or Deliverables, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-confirming Professional Services or Deliverables, Trimble will, as its sole liability and obligation for failure to provide Professional Services or Deliverables meeting this warranty, re-perform the non-conforming Professional Services or re-deliver the non-conforming Deliverables at no additional cost to Customer.
- **6. Travel Expenses.** Trimble will invoice Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at Trimble's cost (except per diem), and may be invoiced separately from Fees. For Professional Services performed onsite at Customer's premises, Trimble may invoice Customer for its consultants' time spent traveling to and from Customer's premises if set forth in the SOW.

#### Addendum #2

#### **Supplemental Product Terms**

- 1. Intellectual Property Indemnification.
  - (a) <u>Indemnification by Trimble</u>. Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Products are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Products are modified by any party other than Trimble; (2) if the Products are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Products; (4) to any unsupported release of the Products; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Products.
  - (b) <u>Indemnification Process</u>. Trimble's indemnification obligations are contingent upon receipt of: (i) prompt notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.
  - (c) THIS ADDENDUM #2 OF THE SUPPLEMENTAL PRODUCT TERMS SETS FORTH TRIMBLE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT AND/OR MISAPPROPRIATION.
- 2. <u>Roadmap Disclaimer.</u> CUSTOMER AGREES THAT ITS PURCHASES ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY TRIMBLE REGARDING FUTURE FUNCTIONALITY OR FEATURES.
- **3. Public Entity.** To the extent Customer is a public or governmental entity, then the following provisions apply to the extent applicable:
  - a. **Tax Exemption.** If Customer is a tax exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 8.4 (Taxes) of the Agreement shall be inapplicable.
  - b. **No Indemnification by Customer.** Section 12 (Indemnification) of the Agreement and the second to last sentence of Section 15.10 (Export Restrictions) of the Agreement shall be inapplicable.
  - c. **Public Records Law.** Customer's confidentiality obligations in Section 13 (Confidentiality) of the Agreement may be subject to applicable public records law.
  - d. Limited Publicity. The second sentence of Section 14 (Publicity) of the Agreement shall be inapplicable.
  - e. **Termination for Convenience**. Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees properly due, but not paid, shall immediately become due and payable. All previously paid fees (both used and unused) for the current Term shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Professional Services must be paid in full before the termination becomes effective.
  - f. Non-Appropriation of Funds. The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with paragraph (e) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.

- g. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("piggyback"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
- h. **Governing Law**. Notwithstanding Section 15.14 (Governing Law, and Venue) of the Agreement, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.
- 4. Post-Termination. Upon expiration or termination of the Agreement, Customer will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from use of the Product(s); and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Trimble. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. For 30 days from the expiration or termination of the Agreement, Trimble will make Customer Data available to Customer upon request for export or download for the applicable Product. Additional fees may apply.
- 5. Consultant or Contractor Access. Trimble grants Customer the right to permit Customer's Third-Party Consultants or Contractors to use the Products exclusively and solely for Customer's benefit. Customer must comply with terms and provisions of Exhibit D and provide an executed copy to Trimble. Customer shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Customer. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Customer's benefit is prohibited.

#### **EXHIBIT D**

#### THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Customer engages any third party or contractor (Third Party) and desires to grant access to use the Products, the access may be granted subject to the following terms conditions and provisions:

- 1. Access and use of the Licensed Products by Third Party is solely for Customer's benefit;
- Third Party (or, if applicable, its employee) shall be considered the Authorized User, and all use shall be in accordance with the terms and conditions of the Trimble Agreement with Customer;
- 3. Before accessing the Products, Third Party agrees that (i) the Products shall be used solely in accordance with the terms of this Agreement, and (ii) Third Party shall be liable to Trimble for any breach by it of this Agreement;
- 4. Customer hereby agrees and acknowledges that Customer will be responsible for all use by Third Party with respect to the use of the Products;
- 5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
- 6. Use of the Products by Third Party will be governed by the terms of Customer's Agreement with Trimble, and will require that Customer purchase the appropriate license or access for each user utilized by Third Party; and
- 7. Customer will ensure that Third-Party agrees to comply with and does comply with the terms of Customer's Trimble Agreement on the same basis as the terms apply to Customer.

The rights granted under Third-Party Contractor Addendum, do not modify Customer's Agreement with Trimble or increase the access or licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of Customer's Agreement with Trimble and agrees to the terms herein. Customer shall provide a signed copy of this Agreement to Trimble at contracts@cityworks.com.

Third Party (Print):	Customer:	Stevenson, WA	
Ву:			
Third Party/Contractor Authorized Signature			
Title:			
Date:			
Third Party Information:			
Address			
City, State, Zip			
Contact Name			
Phone Number			
Email			

#### Addendum #3

#### Support Version 1.0

#### 1. Releases

- 1.1. <u>General</u>. "Release" means an update or upgrade to the Product made available to all customers using that Product that improves usability or adds functionality, cosmetic changes, or bug fixes. Trimble will use commercially reasonable efforts to provide prior notice to Customer through the Customer Portal, or other communication channels when Releases are made generally available to all customers, excluding any non-general Releases or unplanned Releases. Trimble will decide the contents and timing of all Releases in its sole discretion.
- 1.2. <u>Software-as-a-Service and Hosted License Software</u>. Trimble will update (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble in each case as new Releases become generally available.
- 1.3. On Premise Licensed Software. For Licensed Software not hosted by Trimble, Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Licensed Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense.

#### 2. Support

#### 2.1. Generally.

- a) Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Product attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 2.3 below.
- b) For certain Products as set forth in Section 2.2(a) below, Trimble may provide a customer support portal (the "Support Portal"), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Support Portal, the terms herein shall govern.
- c) For certain Products as set forth in Section 2.2(a) below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "Authorized Support Contact"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Products necessary to assist Trimble as needed.
- d) Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
- e) For certain Products, Trimble may provide additional or different support services or procedures as set forth in the applicable documentation, support handbook, or other written documentation provided by Trimble, if any (the "Additional Support Documentation"). If there is any conflict between these support terms and such Additional Support Documentation with respect to the description of support services or procedures, the provisions of such Additional Support Documentation will prevail. Trimble may use third-parties to provide support and maintenance services on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer information and data

to perform the support services.

#### 2.2. Reporting; Availability

a) Support portals and general availability is described below.

		Authorized Support Contacts
Product	Support Portal*	Only?**
AgileAssets	https://agileassets.com/techsupport	Yes
Cityworks	https:mycityworks.force.com	Yes
e-Builder (non-Fed Ramp)	https://www.e-builder.net/customer-center	No
e-Builder (Fed Ramp)	Support information available upon request.	Yes
Trimble Water	https://mytrimblewater.force.com/s/login	No

<sup>\*</sup> Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

2.3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

- \* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.
- \*\* The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
	eri de la companya de	Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

<b>Definitions</b>		
Impact	Impact is a measure of the number of users, sites, or devices affected.	<b>Widespread.</b> More than three quarters of users or devices are affected.
		<b>Large.</b> (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		<b>Localized</b> . (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	<b>Critical</b> . Use of Product as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		<b>High</b> . Use of Product as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.

Definitions
<b>Medium.</b> Use of Product or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
<b>Low</b> . All other requests that are not the above.

#### 2.4. Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Product in a manner other than as authorized in the Agreement; (ii) alterations of the Product by Customer or a third-party; (iii) conversions of Customer's databases to accommodate new hardware or software, (iv) Customer Data debugging or manipulation, (v) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (vi) training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vii) any Release of the Product other than the current and an immediately preceding Release unless covered under a separate agreement (this includes preview, beta, or candidate releases), (viii) Third-party Materials or Third-Party Platforms; (ix) any Products for which maintenance and/or support fees have not been paid, or (x) any Product where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Product(s), (ii) if required by Trimble for the particular Product, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials and/or Third-Party Platforms, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

# $\frac{{\sf Addendum~\#4}}{{\sf Availability~Service~Level~Agreement;~Data~Security~and~Restoration}} \\ \textit{Version~1.0}$

#### 1. Availability Service Level Agreement

For any Product that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1. <u>Target Availability</u>. Trimble will use commercially reasonable efforts to make the Product available with an uptime availability (time periods during which Customer has general connectivity to the Product) (the "Target Availability") as follows:

Product	Target Availability*
Cityworks	99.9%*
AgileAssets / Pavement Express	99%
e-Builder	99.95%
Trimble Water - Trimble Unity Work Management/ Trimble Unity Remote Monitoring	99.5%

<sup>\*</sup>Target Availability is generally for a calendar month; provided that Cityworks target availability will be calculated on a quarterly basis.

- 2. <u>Exclusions</u>. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Product in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 3. <u>Scheduled Maintenance</u>. "Scheduled Maintenance" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Product. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 4. <u>Service Credits</u>. If there is a verified failure of the Products to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Product in such month ("Service Credit"). The Service Credit will be calculated as follows:

Service Credit = Pro Rata Fee \* percentage of time that the Product did not meet the Target Availability

The "Pro Rata Fee" means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Product (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Product (excluding taxes, etc.). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

5. <u>Sole Remedy</u>. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

#### 2. Data Security and Restoration

- 1. <u>Software-as-a-Service and Hosted License Software</u>.
  - 1. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security,

confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

2. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Products deployed through Trimble hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

On Premises Licensed Software. Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support for Licensed Software not hosted by Trimble, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.





## **PROPOSAL**

City of Stevenson, WA Cityworks AMS Implemenentation

Prepared for:

City of Stevenson Washington

February 9, 2023

### **CONTACT:**

Brandon Wright 801-376-8160 bwright@centricitygis.com





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### **About Centricity GIS**

#### Introduction

Centricity GIS is a leading provider of Geographic Information System (GIS) consulting services, offering a comprehensive range of implementation, data, and application development solutions. Our experienced founder, Brandon Wright, brings 19 years of expertise in GIS, Asset Management, and systems integration to the table, while our technical team boasts an average of 5 years of relevant experience in their respective disciplines.

We understand the importance of meeting the unique requirements of our clients, which is why we offer customized solutions that are tailored to their specific needs. We can provide on-site resources, such as programmers, analysts, and technicians, to augment an agency's existing staff, ensuring the successful completion of even the most complex projects.

As a Cityworks Business Partner, we specialize in CMMS and GIS services for public agencies such as cities, counties, and water agencies. Our expertise in Cityworks and ESRI technologies, combined with our proven implementation approach, helps our clients achieve a quick return on investment.

Conveniently located in Cedar Hills, Utah, just 30 minutes from Cityworks headquarters, Centricity GIS is well-positioned to provide top-notch support and services to public agencies in the area and beyond.

### Experience.

Centricity GIS is a full-service consulting firm specializing in asset management and permitting systems. With over 19 years of experience and 50 successful Cityworks implementations under our belt, our team uses proven strategies to ensure a seamless implementation tailored to your business processes, requirements, and training needs.

Our expertise in permitting streamlines the implementation process, while our inhouse Cityworks developers provide specialized integration and development services, including integrations with customer account information, financial systems, utility billing, SCADA, AVL, and citizen reporting.





### **Cover Pages/Executive Summary**

February 9, 2023

Subject: Cityworks AMS Implementation

City of Stevenson:

Our proposal aims to offer comprehensive implementation services for the Cityworks AMS solution. This cutting-edge technology is unmatched in its ability to fully integrate your Geographic Information System (GIS) data into all aspects of your work processes. Instead of trying to reconcile your GIS records with your Asset Management database, Cityworks uses your map data as the authoritative source.

As a Cityworks Business Partner, Centricity GIS brings expertise and a proven track record to the table. Our team is based in Cedar Hills, Utah and is ready to begin any of the identified projects at your convenience.

The services we are proposing to provide are as follows:

- Kickoff (Work Flow Review) Meetings (Remote)
- Initial Cityworks Database Configuration (Remote)
  - Service Requests (20 Custom), Work Orders (20 Custom), Inspections (10 Custom)
  - Cityworks LGT Templates included
  - Employees
  - o Material
  - Equipment
  - Crystal Reports
- Review of Configured Database (Remote)
- Admin User Training (Onsite or Remote)
- End User Training (Onsite or Remote)
- Rollout Support (Onsite or Remote)
- Ad-Hoc Support

Hourly rates for Centricity GIS (Ad-Hoc) are \$200/hour, billed monthly on the 1<sup>st</sup> business day following month end.

We are very excited about this opportunity. I am the direct contact for this proposal, and I will personally oversee all services provided under this proposal. Please let me know if you have any questions or concerns regarding this proposal.

Sincerely,

Brandon Wright Founder | President 801-376-8160



### **Approach and Methodology**

### A. INTRODUCTION

To ensure a successful implementation of the Cityworks Asset Management System, Centricity GIS will outline all necessary tasks in this scope of work. Our team is dedicated to meeting the specific requirements and needs of the City, and we will tailor our implementation approach to ensure they are incorporated into the project. From workflow review to database configuration and system training, we will work closely with the City staff to ensure a seamless and efficient rollout of the Cityworks AMS solution.

- Kickoff (Work Flow Review) Meetings (Remote)
- Initial Cityworks Database Configuration (Remote)
  - Service Requests (30 Custom), Work Orders (40 Custom), Inspections (15 Custom)
  - Cityworks LGT Templates included
  - o Employees
  - Material
  - o Equipment
  - Crystal Reports
- Review of Configured Database (Remote)
- Admin User Training (Onsite or Remote)
- End User Training (Onsite or Remote)
- Rollout Support (Onsite or Remote)
- Ad-Hoc Support





The following tasks are included in this scope of work:

### TASK 1: KICKOFF (WORKFLOW REVIEW) MEETING (REMOTE)

Meet with City staff to review workflows that will be created and configured in the Cityworks AMS Application.

A Cityworks AMS Kickoff Meeting is a crucial meeting that marks the beginning of the implementation process. The purpose of the meeting is to bring together all key stakeholders to align on the project objectives, timeline, and expectations. During the meeting, the project team will review the project plan, discuss the roles and responsibilities of each team member, and address any questions or concerns. The Cityworks solution provider will also provide an overview of the Cityworks solution and its features and capabilities. The Kickoff Meeting sets the stage for a successful implementation and ensures that all parties are fully informed and prepared to move forward with the project. The outcome of the meeting is a clear understanding of the project goals and a shared commitment to its successful completion.

### Tasks:

- 1. Meet with City staff to review and understand the City workflows for AMS
- 2. Get documentation from City that will provide the basis for the AMS configuration.
  - a. Current Processes (Work Activities)
  - b. Print Documents
  - c. Reports
  - d. Diagrams
  - e. Etc

Deliverable Milestones

a. Meeting Notes





### **TASK 2: INITIAL CITYWORKS DATABASE CONFIGURATION**

The initial database configuration is a critical step in the implementation of Cityworks Asset Management System. It involves setting up the database structure and configuring the system to match the specific needs and requirements of the organization. This includes defining the asset inventory, work management, and reporting needs of the organization. It also involves establishing the data relationships between assets, work management, and other relevant information. The process also involves determining the best data management strategies to ensure data accuracy, consistency, and completeness. The outcome of this task is a properly configured Cityworks database that accurately reflects the organization's asset management and work processes.

### Tasks:

- 1. Cityworks Database Configuration
- 2. Workflows
  - a. Service Requests, Work Orders, Inspections
  - b. Employees
  - c. Material
  - d. Equipment
  - e. Crystal Reports
- 3. Reports
- 4. GIS Integration

Deliverable Milestones:

a. Configured Database





### TASK 3: REVIEW OF CONFIGURED DATABASE (1 DAY REMOTE)

Meet with City staff to review workflows and Cityworks setup that has been configured. The aim is to ensure that the Cityworks configuration is properly configured, accurately reflects your organization's assets and data, and is optimized for efficient and effective operation.

### Tasks:

- 1. Database Review
- 2. Workflow changes and configuration changes as needed

Deliverable Milestones:

- a. Meeting Notes
- b. Configuration changes





### TASK 4: ADMIN TRAINING (ONSITE 1 DAY)

Cityworks Asset Management System (AMS) Administrator Training Course is designed to provide participants with the necessary skills and knowledge to effectively manage and administer the Cityworks AMS system. The course covers topics such as system configuration, user management, database administration, and system maintenance.

Participants will learn how to set up and configure the system, manage user accounts and permissions, and maintain the integrity of the database. They will also learn about the various tools and resources available to help manage the system and ensure its performance and reliability.

Throughout the course, participants will work through hands-on exercises and real-world scenarios to reinforce their learning and build practical skills. They will also have the opportunity to ask questions and receive feedback from experienced trainers.

Upon completion of the Cityworks AMS Administrator Training Course, participants will have a comprehensive understanding of the system and be equipped with the skills needed to effectively manage and maintain it. They will be able to confidently perform key administrative tasks and ensure the system runs smoothly and efficiently.

This training course is ideal for those responsible for managing and maintaining the Cityworks AMS system, including IT professionals, system administrators, and asset management professionals.

Training will occur over 1 days

### Deliverable Milestones:

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live





### TASK 5: END USER TRAINING (ONSITE/REMOTE - 2 DAYS)

The Cityworks Asset Management System (AMS) End User Training Class is designed to provide participants with the skills and knowledge needed to effectively use the Cityworks AMS system in their day-to-day work. The course covers topics such as system navigation, data entry, reporting, and asset management processes.

Participants will learn how to navigate the system, search for and manage assets, and create and run reports. They will also gain an understanding of the system's work order management and asset tracking capabilities.

Throughout the course, participants will engage in hands-on exercises and real-world scenarios to reinforce their learning and build practical skills. They will have the opportunity to ask questions and receive feedback from experienced trainers.

Upon completion of the Cityworks AMS End User Training Class, participants will have a comprehensive understanding of the system and be equipped with the skills needed to effectively use it in their work. They will be able to confidently perform key tasks, such as managing assets, tracking work orders, and generating reports.

This training class is ideal for those who will be using the Cityworks AMS system in their day-to-day work, including field personnel, asset management staff, and maintenance workers.

Training will occur over 2 days

### Deliverable Milestones:

- a. User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live





### TASK 6: ROLLOUT SUPPORT (ONSITE - 1 DAY)

Cityworks Asset Management System (AMS) Rollout Support Services provide ongoing assistance to ensure a smooth and successful deployment of the Cityworks AMS system. The services include troubleshooting, problem resolution, and ongoing technical support.

The support team is made up of experienced technicians who are knowledgeable in the Cityworks AMS system and its various components. They provide timely and efficient support to help resolve any issues or problems that may arise during the deployment process.

In addition to technical support, the roll-out support services also provide regular check-ins and follow-up to ensure that the system is running smoothly and meeting the needs of the organization. The support team can also provide recommendations and suggestions for optimizing system performance and enhancing the overall user experience.

Cityworks AMS Rollout Support Services are designed to help organizations ensure the successful implementation and adoption of the system. The services provide peace of mind and ensure that the organization is able to fully realize the benefits of the Cityworks AMS system.

This support is ideal for organizations that have recently deployed the Cityworks AMS system, or those that are planning a deployment in the near future. The services are designed to provide ongoing support to help ensure a successful and effective deployment.

Rollout Support will be On-Site 1 Day

- 1. Determine with department manager/champion what data/inboxes need to be displayed.
- 2. Build Dashboards Build end user and management inboxes/dashboards
- Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.

4.	Configuration of Mobile Apps
	Deliverable Milestones:

a. Onsite Roll Out Support





### **TASK 7: AD-HOC SUPPORT**

Cityworks Ad-Hoc Post-Go Live Support is designed to provide organizations with additional support after the successful implementation of the Cityworks Asset Management System (AMS). This support is designed to assist with any ad-hoc issues that may arise after the system has been fully deployed.

The support team consists of experienced technicians who are knowledgeable in the Cityworks AMS system and its various components. They are available to provide assistance with any technical issues, answer questions, and provide guidance on system usage.

Cityworks Ad-Hoc Post-Go Live Support is designed to be flexible and tailored to meet the specific needs of each organization. The support can be provided on an as-needed basis, and can range from a few hours per week to full-time support.

This support is ideal for organizations that have recently deployed the Cityworks AMS system and are looking for additional support to help ensure the continued success and effective use of the system. The Ad-Hoc Post-Go Live Support provides peace of mind and helps organizations fully realize the benefits of their Cityworks AMS investment. **Included** 

- 1. Determine with department manager/champion what data/inboxes need to be displayed.
- 2. Build Inboxes Build end user and management inboxes
- 3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
- 4. Configuration of Mobile Apps (if applicable licenses from Cityworks apply)
- 5. Crystal Report Development
- 6. Dashboards and KPI's



a. Support as needed at negotiate rate (20 Hours included)





### Firm Description & Project Organization

Centricity GIS, LLC is a leading provider of specialized services in the field of Field Asset Surveying, Geographic Information Systems (GIS), and Cityworks Ready software. Our team of experienced professionals offers a range of services, including consulting, training, staffing, and technical support.

With over 19 years of experience in GIS and 25 years in Cityworks implementation, we have established a reputation for delivering high-quality GIS and Cityworks implementation projects, particularly in the utility industry for Water, Sewer, Storm, Gas, and Electric. Our staff has extensive industry and technical expertise and is dedicated to providing clients with the best possible service and support.

At Centricity GIS, we are committed to setting the standard for excellence in our field, and we strive to provide clients with the tools and resources they need to achieve their goals. Whether you're looking for comprehensive support during the implementation process or ongoing technical support, we're here to help.

CENTRICITY GIS is a Dun & Bradstreet verified business (DUNS 08-085-9425).



#### Partners:

- Cityworks Business Partner Network
  - Gold Level Partner
- ESRI Silver Partner









### **Management**

Mr. Brandon Wright, founder of Centricity GIS, LLC, graduated with a B.S. degree in Business Information Systems from the University of Colorado, USA. He has over 18 years of professional experience in Cityworks and GIS within the Asset Management industry and has successfully completed over 50 Cityworks related projects. Most of his project experience is in implementing Cityworks systems with government agencies throughout United States. His core competency is in implementing Cityworks Asset Management solutions for government agencies (Water, Wastewater, Parks & Rec, etc).

Mr. Wright manages the strategic planning, business development and company operations for CENTRICITY GIS. He also serves as client liaison officer on all the projects by overseeing scope, schedule, budget and time frame.

**Specialties:** Cityworks Ready Software, Asset Management, Data Conversion, and Project Implementation.

### **Software Skills**

GIS Software: ArcGIS Desktop, ArcGIS Online, ArcGIS Server, ArcGIS Pro

Asset Management Software: Cityworks PLL and AMS

Databases: Access, SQL Server, Oracle, Geodatabase

Reporting Tools: Crystal Reports, SQL Server Reporting Services





### **Qualifications and Past Performance**

The table below showcases the collective project experience of our highly skilled and knowledgeable team at Centricity GIS:

• Centricity GIS Reference Sites

Client	Implementation	Support	PLL	AMS	Reporting	Integrations
Moses Lake, WA	<b>✓</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
West Valley City, UT	<b>✓</b>	✓	✓	<b>√</b>	✓	✓
Park City, UT	✓	<b>√</b>		✓	✓	
Herriman, UT	✓	<b>√</b>	✓	✓	✓	✓
Saratoga Springs, UT	✓	<b>√</b>	✓	✓	✓	
Rancho Palos Verdes, CA	✓	<b>√</b>		✓	✓	
Las Gallinas Valley Sanitary District, CA		<b>√</b>		✓		
Redlands, CA	✓	<b>√</b>	✓	✓	✓	✓
Cook County, IL	✓	<b>√</b>	✓	✓	✓	
DDOT, Washington, DC	✓	<b>√</b>		✓	✓	
Apex, NC	✓	✓		<b>√</b>	✓	
Houston, TX	<b>✓</b>	✓		<b>√</b>	✓	
Ruidoso, NM	<b>✓</b>	<b>√</b>		<b>√</b>	<b>√</b>	



### **EDUCATION**

Bachelor of Science Degree, Business Information Systems, University of Colorado



## Brandon Wright Founder/Project Oversight

Mr. Wright brings a wealth of knowledge and expertise to Centricity GIS, having over 19 years of experience providing Asset Management and GIS services to public agencies. With a focus on delivering quality and practical solutions, he has successfully directed and managed multiple asset management projects and has demonstrated the ability to address both logistical and technical challenges.

Before joining Centricity GIS, Mr. Wright spent 10 years working with Cityworks, where he honed his skills in database development and administration, map creation, and implementation and integration services. He has extensive experience in integrating GIS databases (SQL Server or Oracle) with other systems, including Asset Management Systems, Customer Billing, Document Management, and Work Orders.

In addition to these technical services, Mr. Wright provides system training and general IT consulting services. He is dedicated to ensuring the success of each project and providing clients with the support they need to fully utilize their GIS and Asset Management systems.

### Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL and AMS Administration Training
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 10 years of Project Management experience
- Database experience with SQL Server, Oracle, and Microsoft Access

### Representative Projects

- Moses Lake, Washington, Cityworks and PLL Implementation
- Rancho Palos Verdes, Cityworks Implementation
- Vista Irrigation District, Cityworks Implementation
- San Mateo, Cityworks Implementation
- Cook County, IL, Cityworks and PLL Implementation
- Saratoga Spring, UT, Cityworks and PLL Implementation
- Houston, TX, Cityworks Implementation/Expansion
- DDOT (Washington, D.C.), Cityworks Implementation/Expansion
- Columbia, SC, Cityworks Implementation/Expansion
- Lafayette, LA, Cityworks Implementation
- El Paso, TX, Cityworks Implementation/Expansion
- Apex, NC, Cityworks Implementation





## Fee/Cost Proposal – Full Implementation

Task	Description	Tot	al Cost
1	Kickoff Workflow Review Meetings	\$	2,500
	Workflow Meetings		
	Meeting Notes		
2	Initial Cityworks Database Configuration	\$	23,000
	All groups as outlines in details section		
3	Database Review (Remote)	\$	2,000
	Meeting Notes and Action Items		
4	Admin User Training (1 Day)	\$	3,000
	Onsite Administrator Training for City Admins		
5	End User Training (2 Days)	\$	6,000
	Onsite End User Training for City Users		
6	Rollout Support (1 Days)	\$	3,000
	Onsite Support for End Users when system goes live		
7	Ad-Hoc Support (up to 20 hours)	\$	Included
	Configuration Changes Admin Support Dashboards/KPI's Mobile App Configuration Any other Ad-Hoc Support that may be needed Crystal Report Development *Used as needed at \$200/hr		
	Training and Onsite Visits (Core Implementation)	\$	39,500



Vision: Those citizens have now spoke, and their vision for the future is to proudly look out their window, walk down their street, or return for a visit in 2023 and honestly say: "Stevenson is a friendly, welcoming community that values excellent schools and a small-town atmosphere. The natural beauty is enjoyed by residents and visitors through a network of recreational opportunities. The strength of Stevenson's economy is built upon high quality infrastructure and a vibrant downtown that provides for residents' daily needs. Stevenson takes advantage of our unique location on the Columbia River by balancing jobs, commerce, housing, and recreation along the waterfront."

**Mission:** Stevenson is committed to investing in improved infrastructure, stewardship, community & human development. We will adapt, evolve, and progress to maintain our resilient and inviting small-town feel in an agile/nimble and fiscally responsible way.

Strategic Planning Draft										
		nelin e		imel Y 20		Timeline FY 2024		Timeline FY 2025	Tactics: Action Items ('The How')	Status/Reporting
Focus Area I: Organizational Health and Sustainability Vision of Success:	ý									Status Key: Gray = Not Started Red = Off Track (0-25%) Yellow = Slow Progress (25-50%) Green = On Track (50-90%) Blue = Complete (90-100%)
Strategy I: Governance									Council Training-	. ,
	Χ	Χ							Joint workshop for Informed Consent Training-Scheduled for September 8 with Bleiker Consulting	
		Χ	Х						Leadership and self-deception/Arbinger Institute	
			x	x x	х	x x x x	x	x x x	Hold monthly workshops with council to cover a topics for more in-depth discussion and for required trainings such as the Public Records Act and Open Public Meetings Act.	Meeting calendar established for 2023 workshops.
Strategy II: Financial Health									Analyze Current Revenue Sources-	
	Х	Х	х	Х					System Development Charge and Utility Rate restructuring-Contracted with FCS Group, Anticipate final rate changes by mid-2023.	Kick off meeting toook place 2/9/23. SDCs prioritized.
				)	Х				Review development and plan review fees for permits, establish fees for development modification process from engineering standards.	Starts July 2023
Strategy III: Internal Processes									Resources, Training and Tools for Staff	
	х	Х	x	x x	X				GIS technology for PW and utilities-Contracted with AWC Consortium and FLO Analytics to migrate data, established ESRI account and obtained iPads for fieldwork.	Data validation ongoing.
	Х	Χ							ClearGov budgeting display tool.	Further data validation needed.
	Х	Χ							Informed Consent Training-Scheulde for Nov 15-17th. Process is being implemented going forward.	
	х	Х	x	x x	X				Asset Management and Work Orders tool optimization and needs evaluation-Cancelled contract with Brightly. Evaluation of other tools has commenced.	Software contract on the February 16th agenda.
	Х	Х	х	x x	х				Evaluate need for additional tools and office equipment and/or office reconfiguration. Contracted with Transform Design Group on office reconfigurations. Will determine path forward by Dec. 1.	Office Closed Fridays to Public. Plans moving forward with cost estimates.
									Emergency Planning-	
									Fire Dept Strategic Plan	Fire Department leading process with consultant
	Х	Х	х	Х					Skamania County Hazard Mitigation Plan-Approved at Oct. council meeting. Works needs to take place on incorporating into CIP	Projects need to be incorporated into next CIP update.
				)	X				Water/Sewer Emergency Plans	Existing plans to be reviewed and updated.
									Staffing Structure	
	х	Х	X						Evaluate Org Chart and Need for additional staffing: Create Job description (revise Personnel Policy), review/determine salary scale, include in 2023 budget, and hire in 2023Salary range determined and included in 2023 budget.	Personnel Policy and Salary updated on Dec. 15th. Tiffany Anderson starts 2/13/23

								1			
Focus Area II: Infrastructure											
Strategy I: Equipment and Assets										Fire Hall-	
										Finalize Design and Cost (public outreach/engagement?)	Timeline will not be determined until Strategic Plan
											completed.
										Establish funding stream and line up financing	Timeline not determined until Plan completed.
										Bid and build project	Timeline not determined until funding, etc.
							$\perp$				completed.
Strategy II: Multimodal transportation							$\perp$			Parking-	
	Х	Х	Х				$\perp$			Establish Fee In-Lieu Program	Workshoped with council on 2/9/23
	Х	Х	Х				$\perp$			Modify parking regulations (loading zones, restricted parking, time limits, etc.)	Workshoped with council on 2/9/23
			Х	X X			$\perp$			SRTS walking routes-spring/summer 2023	Spring/Summer 2023
			Ш				Ш			Establish Parking Improvement Plan	Timeline determined on fee in-lieu program decisions.
Strategy III: Utilities (Maintenance of Current & New Growth)										Current Maintenance-	
	х	Х	X	х	х					Identify, Plan and Prioritize deferred maintenance (links up with Asset Management/Work Order tools and revenue sources)	Combined with Asset Management Program selection.
Strategy IV: Parks and Outdoor Space		-					+ +			Parks Plan	
outledgy 14.1 and outledor opace		X					1			Apply for RCO Grant (Oct 14-Nov 14)	
							1			Hire Consultants and develop Plan in time for March 2024 deadline for RCO Park Plaza grant	Timeline depends on Grant results (Dec 16-Jan 15)
			X	Х	Х						
										Dog Park	Depends on Parks Plan Development
										Overall Parks in the city	Depends on Parks Plan Development
										Increase green space	Depends on Parks Plan Development
										Pool	Depends on Parks Plan Development
										Trails	
	Х	Х	X	Х						Shoreline Public Access Plan as phase 1 (competed by June 2023)	To align with Grant expectations
Strategy V: Developments with Utilities Partners (gas, electric,										Broadband Plan	
broadband, phone)										Obtain grants and hire consultant to develop Plan	Confirming process and partners
										Undergrounding Plan	
				$\perp$		X	X	Х	X X X	Obtain consultant to establish a plan with associated cost for implementation in coordination with PUD	Estimated start in fall of 2024
Focus Area III: Intentional Development											
Strategy I: Partnerships										City/County Joint Plan	
										Align zoning and street standards for Urban Growth Boundary	County controls the timeline and process. On hold
											until new Director is identified at the County level.
										Partnering more on overall public safety	Sheriff's Office representative attending each
											council meeting. New committee will meet to
											discuss needs and requests.
										Coordinate with legislative visits and requests	Contact yet to be established.
										Developing Carson Ridge Road (?)	Lead Stakeholder and timeline yet to be identified.
Strategy II: Housing										Analyze and Develop Tools	
										Zoning/minimum density requirements	Waiting on workforce housing discussion
										Reduce SDCs	Review taking place with Rate Restructuring
				Х	Х					Workforce Housing	PC Will review and discuss in summer 2023
										Community Land Trust and other tools	Depends on Workforce Housing
										Purchase Property?	Depends on Workforce Housing
Strategy III: Planning and Zoning										Development Standards	
		Х	Х	ХХ	Х			Ш		Engineering Standards	Kick-off meeting being scheduled.
	Х	Х	Х			$  \   \  ^{-}$		ΙĪ		Parking requirements (see task)	Depends on fee in-lieu program and regulations
										Circulation Planning	Dependent upon engineering standards
										Overly flexible	Dependent upon engineering standards
							$\Box$			Annexations	
		Х	Х	Х			$\Box$			Policies that support intentional growth, what to require (infrastructure, zoning, etc.)	PC taking on and will be completed mid-2023
Strategy IV: Strategic Land Use Planning and Development	+	+ -		+			+ +			Investment Areas (infrastructure)	
<b>5</b> , 5	I	1							Completed-	3; On Track-15; Slow Progress-5; Off Track-0; Not Started-22	

# City of Stevenson

Q4 2022 Financial Report

## Sales and Property Tax Dependent Funds

Current Expense revenues ended above budget (10% or \$237,804), and expenses were slightly below budget (9% or \$129,656). The difference of \$366,500 is reflected in the revised ending cash balance.

Street revenues ended over budget (3% or \$25,893). The final winter storm kicked the expenses over budget by \$11,842 (1%). The end result is an ending cash balance \$14,052 over expectations.



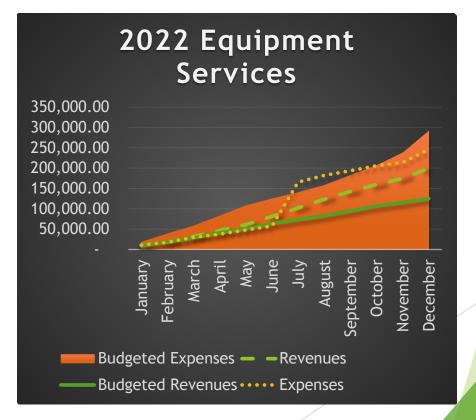


## Restricted Revenue Funds

Tourism fund revenues exceeded budget expectations (21% or \$261,087) and expenses were below budget (40% or \$257,511). The overall difference is a \$518,598 increase to ending cash over budget. The largest project budgeted and not spent, the Park Plaza, will be rolled over into 2023.

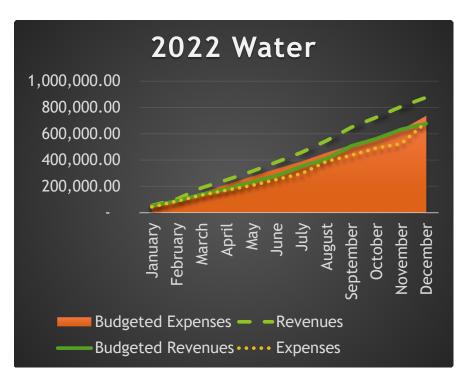


Equipment Services revenues came in above expectations (23% or \$74,774) after the rate change in April and the sale of surplussed assets. Expenses also came in under budget (16% or \$47,179), with the spike attributed to the purchase of a brush mower and trailer. The overall increase to the ending cash was \$121,953.



## **Proprietary Funds**

Water revenues ended 29% (\$198,466) above budget and operation expenses were 6% (\$46,388) below budget. The difference of \$244,854 will go toward the increase in project costs for future infrastructure improvements.



Sewer revenues were above budget expectations by 21% (\$218,056) and operations expenses were below budget by 3% (\$24,404). The difference of \$242,459 will go towards the current capital projects in place.



### CITY OF STEVENSON, WASHINGTON ORDINANCE NO. 2023-1193

## AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF STEVENSON, WASHINGTON, FOR FISCAL YEAR 2023

Whereas, City Council of the City of Stevenson has reviewed its original 2023 budget and changes in its revenue sources and expenditure requests and has determined that changes to the 2023 budget are appropriate; and

Whereas, the proposed budget amendments do not exceed the lawful limit of taxation allowed by the law to be levied on the property within the City of Stevenson for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being necessary to carry on the government of the City of Stevenson for the fiscal year and being sufficient to meet the various needs of the City during the fiscal year.

**NOW, THEREFORE**, the City Council of the City of Stevenson do hereby ordain as follows:

<u>Section 1</u>. The budget for the City of Stevenson, Washington for the year 2023 as amended is hereby adopted in its final form and content.

<u>Section 2.</u> Estimated resources, including cash balances for each separate fund of the City of Stevenson, for all such funds combined for the year 2023 are set forth in summary below and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Fiscal Year Budget as attached Exhibit A:

THIS ORDINANCE SHALL TAKE EFFECT and be in force five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2023.

Scott Anderson, Mayor

APPROVED AS TO FORM: ATTEST:

Leana Kinley, City Clerk

Kenneth B. Woodrich, PC

City Attorney

Exhibit "A"

					-1193 Exhibit				
					mendment #				
	I	Estimate	ed Revenues	s and Budo	geted Appropr	iations by Fund	d .		1
			Rudgeted	Resources			Rudaeted A	ppropriation	16
			Duagetea	Nesources		L	buugeteu A	ppropriation	15
		Estimated			Total			Estimated	
Fund		Beginning	Estimated	Transfers	Budgeted	Budgeted	Transfers	Ending	Total
No.	<u>Name</u>	<u>Cash</u>	Revenues	<u>In</u>	Resources	Expenditures	<u>Out</u>	<u>Cash</u>	Appropriation
001	General Fund	<del>-1,175,238</del>	1,364,670	-	<del>- 2,539,908</del>	1,362,729	175,000	<del>-1,002,179</del>	2,539,90
010	General Fund Reserve	<del>334,315</del>	- 1	-	334,315		-	<del>334,315</del>	334,31
020	Fire Reserve Fund	-1,642,765	-	25,000	<del>1,667,765</del>	-	-	1,667,765	1,667,76
030	ARPA Fund	<del>297,354</del>	-	-	<del>297,354</del>	-	-	<del>-297,354</del>	297,35
100	Street Fund	68,862	1,141,925	150,000	<del>1,360,787</del>	1,284,696	-	<del>76,091</del>	1,360,78
103	Tourism Promotion	<del>- 586,009</del>	473,000	-	<del>1,059,009</del>	<del>514,628</del>	-	-544,381	1,059,009
105	Affordable Housing	<del>11,376</del>	5,000	-	<del>16,376</del>	-	-	<del>16,376</del>	16,376
107	HEALing SCARS Fund	10,191	-	-	10,191	-	-	10,191	10,19
300	Capital Improvements Fund	<del>- 147,322</del>	20,000	-	<del>167,322</del>	-	-	<del>-167,322</del>	167,322
311	First Street	-	-	-	-	-	-	-	-
312	Columbia Ave		<del>170,000</del>	-	<del>170,000</del>	<del>170,000</del>	-	-	170,000
400	Water / Sewer Fund	-1,100,303	2,191,189	-	<del>3,291,492</del>	2,409,025	421,779	<del>-460,688</del>	3,291,492
406	WW Short-Lived Asset Res.	65,337	-	21,779	87,116	-	-	87,116	87,116
407	WW Debt Res.	61,191	-	-	61,191	-	-	61,191	61,19
410	Wastewater System Improv.		13,486,930	400,000	13,886,930	13,886,930	-	-	13,886,930
500	Equipment Service Fund	<del>87,359</del>	175,000	-	<del>262,359</del>	241,544	-	<del>20,814</del>	262,359
		<del>-5,587,622</del>	19,027,714	596,779	<del>-25,212,115</del>	<del>-19.869.552</del>	596,779	<del>-4,745,784</del>	<del>- 25.212.118</del>
		0,00.,022	,	000,1.10	20,212,110	10,000,002	000,110	.,,	20,212,110
			Budgeted	Resources		E	Budgeted A	ppropriation	ns
		Estimated			Total			Estimated	
Fund		Beginning	Estimated	Transfers	Budgeted	Budgeted	Transfers	Ending	Total
No.	Name	<u>Cash</u>	Revenues	<u>In</u>	Resources	Expenditures	<u>Out</u>	Cash	Appropriation
001	General Fund	1,541,738	1,364,670	-	2,906,409	1,362,729	175,000	1,368,680	2,906,40
010	General Fund Reserve	335,259	-	-	335,259	-	-	335,259	335,259
020	Fire Reserve Fund	1,650,586	-	25,000	1,675,586	-	-	1,675,586	1,675,586
030	ARPA Fund	298,313	-	-	298,313	-	-	298,313	298,313
100	Street Fund	75,741	1,141,925	150,000	1,367,665	1,284,696	-	82,970	1,367,665
103	Tourism Promotion	1,104,607	473,000	-	1,577,607	714,628	-	862,979	1,577,607
105	Affordable Housing	12,435	5,000	-	17,435	-	-	17,435	17,43
107	HEALing SCARS Fund	10,191	-	-	10,191	-	-	10,191	10,19
300	Capital Improvements Fund	210,190	20,000	-	230,190	-	-	230,190	230,190
311	First Street	-	-	-	-	-	-	-	-
312	Columbia Ave	(63,287)	145,617	-	82,330	82,330	-	-	82,330
400	Water / Sewer Fund	1,958,314	2,191,189	-	4,149,503	2,409,025	421,779	1,318,699	4,149,503
406	WW Short-Lived Asset Res.	65,337	-	21,779	87,116	-	-	87,116	87,110
407	WW Debt Res.	61,191	-	-	61,191	-	-	61,191	61,19 <sup>-</sup>
410	Wastewater System Improv.			400,000	13,886,930	13,886,930	-	-	13,886,930
500	Equipment Service Fund	157,312	175,000	-	332,312	241,544	-	90,768	332,312
		6,238,747	20,182,511	596,779	27,018,036	19,981,882	596,779	6,439,375	27,018,036

Key: Strikethrough means repealed. Bold means new.

Original Proposed Difference Page:  308 91 00 0001 Unreserved Cash & Investments 508 91 00 0001 CE-Unreserved Ending Cash 917,630.01 1,284,130.43 366,500.42 133.6% Update to actuals 308 51 00 0010 General Reserve-Beginning Cash 334,314.62 335,258.75 944.13 100.3% Update based on revised Beg. Bal. 338 51 00 0020 Fire Res-Beginning Cash 1,642,765.44 1,650,586.13 7,820.69 100.5% Update to actuals	1
508 91 00 0001 CE-Unreserved Ending Cash       917,630.01       1,284,130.43       366,500.42       139.9%       Update based on revised Beg. Bal.         308 51 00 0010 General Reserve-Beginning Cash       334,314.62       335,258.75       944.13       100.3%       Update to actuals         508 51 00 0020 Fire Res-Beginning Cash       1,642,765.44       1,650,586.13       7,820.69       100.5%       Update to actuals	<u> </u>
308 51 00 0010 General Reserve-Beginning Cash 334,314.62 335,258.75 944.13 100.3% Update to actuals 508 51 00 0010 General Res-Ending Cash 334,314.62 335,258.75 944.13 100.3% Update based on revised Beg. Bal. 7,820.69 100.5% Update to actuals	
508 51 00 0010 General Res-Ending Cash       334,314.62       335,258.75       944.13 100.3% Update based on revised Beg. Bal.         308 51 00 0020 Fire Res-Beginning Cash       1,642,765.44       1,650,586.13       7,820.69 100.5% Update to actuals	
308 51 00 0020 Fire Res-Beginning Cash 1,642,765.44 1,650,586.13 7,820.69 100.5% Update to actuals	
F00 F4 00 0000 F1	
508 51 00 0020 Fire Res-Ending Cash 1,667,765.44 1,675,586.13 7,820.69 100.5% Update based on revised Beg. Bal.	
308 31 00 0030 ARPA-Beginning Balance 297,354.00 298,313.00 959.00 100.3% Update to actuals	
508 31 00 0030 ARPA-Ending Balance 297,354.00 298,313.00 959.00 100.3% Update based on revised Beg. Bal.	
308 51 00 0100 ST Unreserved Begin CA & Inves 58,862.39 65,740.56 6,878.17 111.7% Update to actuals	
508 51 00 0100 Streets-Unreserved Ending Cash 66,091.33 72,969.50 6,878.17 110.4% Update based on revised Beg. Bal.	
308 31 01 0103 Tourism Reserved C&I - Rev. Shc 486,008.78 1,004,606.79 518,598.01 206.7% Update to actuals	
594 76 63 0001 Courthouse Park Plaza (SDA-City 0.00 200,000.00 200,000.00 0.0% Roll-over balance to extend project and transfer to City	from
508 31 01 0103 Tourism-Ending Cash 444,380.51 762,978.52 318,598.01 171.7% Update based on revised Beg. Bal. & Park Plaza	
308 31 00 0105 Affordable Housing-Beg Balance 11,376.16 12,435.11 1,058.95 109.3% Update to actuals	
508 31 00 0105 Affordable Housing-Ending Bala 16,376.16 17,435.11 1,058.95 106.5% Update based on revised Beg. Bal.	
308 31 00 0300 Cap Imp Reserved Begin C&I 136,065.23 198,933.55 62,868.32 146.2% Update to actuals	
508 31 00 0300 Cap. ImpEnding Cash 156,065.23 218,933.55 62,868.32 140.3% Update based on revised Beg. Bal.	
308 91 00 0312 Columbia Ave Beginning Balance 0.00 (63,287.48) (63,287.48) 0.0% Update to actuals	
334 03 10 0312 Columbia Ave-DOE IPG 170,000.00 145,617.25 (24,382.75) 85.7% Update based on remaining funds	
594 54 41 0312 Columbia Ave-Consultant Servic 170,000.00 82,329.77 (87,670.23) 48.4% Update based on remaining funds	
308 51 00 0400 WS Unreserved Begin CA & Inve 430,384.64 1,151,234.64 720,850.00 267.5% Update to actuals	
308 51 01 0400 WS Res Begin C&I System Dev V 352,238.95 631,301.09 279,062.14 179.2% Update to actuals	
308 51 02 0400 WS Res Begin C&I System Dev S 317,679.76 175,778.18 (141,901.58) 55.3% Update to actuals	
508 51 00 0400 WS-Ending Cash 249,563.56 670,413.56 420,850.00 268.6% Update based on revised Beg. Bal.	
508 51 01 0400 WS-Water Reserve 136,912.95 415,975.09 279,062.14 303.8% Update based on revised Beg. Bal.	
508 51 02 0400 WS-WW Reserve 74,211.76 232,310.18 158,098.42 313.0% Update based on revised Beg. Bal.	
308 51 00 0410 WW Sys Upgrades Beg Cash & Iı 0.00 (1,179,179.71) (1,179,179.71) 0.0% Update to actuals	
331 11 00 0000 EDA Grant-WW Coll. Sys. Upgrac 2,320,344.00 2,528,740.07 208,396.07 109.0% Updated with outstanding reimbursements	
331 66 00 0000 EPA Grant-WWTP Construction 0.00 2,500,000.00 2,500,000.00 0.0% Update with grant projection	
391 20 00 0000 USDA RDA Bond Proceeds-WW 539,586.00 590,574.27 50,988.27 109.4% Updated with outstanding reimbursements	
391 90 00 0410 DOE Construction Loan 10,627,000.00 9,046,795.37 (1,580,204.63) 85.1% Updated with outstanding reimbursements	
308 51 00 0500 ES Unreserved Begin CA & Inves 87,358.72 157,311.97 69,953.25 180.1% Update to actuals	
508 51 00 0500 ES-Ending Cash 20,814.49 90,767.74 69,953.25 436.1% Update based on revised Beg. Bal.	

**Fund Totals** 

City Of Stevenson

Time: 11:47:38 Date: 02/09/2023

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		Revenues			Expenditures	
Fund	Original	Proposed	Difference	Original	Proposed	Difference
001 General Expense Fund	1,090,689.05	1,457,189.47	366,500.42 133.6%	917,630.01	1,284,130.43	366,500.42 139.9%
010 General Reserve Fund	334,314.62	335,258.75	944.13 100.3%	334,314.62	335,258.75	944.13 100.3%
020 Fire Reserve Fund	1,642,765.44	1,650,586.13	7,820.69 100.5%	1,667,765.44	1,675,586.13	7,820.69 100.5%
030 ARPA	297,354.00	298,313.00	959.00 100.3%	297,354.00	298,313.00	959.00 100.3%
100 Street Fund	58,862.39	65,740.56	6,878.17 111.7%	66,091.33	72,969.50	6,878.17 110.4%
103 Tourism Promo & Develop Fund	486,008.78	1,004,606.79	518,598.01 206.7%	444,380.51	962,978.52	518,598.01 216.7%
105 Affordable Housing Fund	11,376.16	12,435.11	1,058.95 109.3%	16,376.16	17,435.11	1,058.95 106.5%
107 HEALing SCARS Fund	0.00	0.00	0.00 0.0%	0.00	0.00	0.00 0.0%
300 Capital Improvement Fund	136,065.23	198,933.55	62,868.32 146.2%	156,065.23	218,933.55	62,868.32 140.3%
311 First Street	0.00	0.00	0.00 0.0%	0.00	0.00	0.00 0.0%
312 Columbia Ave	170,000.00	82,329.77	(87,670.23) 48.4%	170,000.00	82,329.77	(87,670.23) 48.4%
400 Water/Sewer Fund	1,100,303.35	1,958,313.91	858,010.56 178.0%	460,688.27	1,318,698.83	858,010.56 286.2%
406 Wastewater Short Lived Asset Res. Fu	0.00	0.00	0.00 0.0%	0.00	0.00	0.00 0.0%
408 Wastewater Debt Reserve Fund	0.00	0.00	0.00 0.0%	0.00	0.00	0.00 0.0%
410 Wastewater System Upgrades	13,486,930.00	13,486,930.00	0.00 100.0%	0.00	0.00	0.00 0.0%
500 Equipment Service Fund	87,358.72	157,311.97	69,953.25 180.1%	20,814.49	90,767.74	69,953.25 436.1%
630 Stevenson Municipal Court	0.00	0.00	0.00 0.0%	0.00	0.00	0.00 0.0%
Excess/(Deficit):	18,902,027,74	20,707,949.01	1,805,921.27 109.6%	4,551,480.06	6,357,401.33	1.805.921.27 139.7%

City Of Stevenson Time: 14:00:14 Date: 02/10/2023

001 General Expense Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 91 00 0001 Unreserved Cash & Inve	1,457,189.47	1,090,689.05	1,457,189.47	366,500.42	133.6%	Update to actuals
100 Unreserved	1,457,189.47	1,090,689.05	1,457,189.47	366,500.42	133.6%	
308 51 01 0001 Reserved Cash - Unemp	33,413.82	33,413.82	33,413.82	0.00	100.0%	
102 Unemployment Reserve	33,413.82	33,413.82	33,413.82	0.00	100.0%	
308 31 02 0001 Reserved Cash - Custodi	51,135.13	51,135.13	51,135.13	0.00	100.0%	
104 Custodial Reserve	51,135.13	51,135.13	51,135.13	0.00	100.0%	
308 Beginning Balances	1,541,738.42	1,175,238.00	1,541,738.42	366,500.42	131.2%	
310 Taxes						
311 10 00 0000 General Property Tax	6,040.89	546,401.90	546,401.90	0.00	100.0%	
311 Property Tax	6,040.89	546,401.90	546,401.90	0.00	100.0%	
313 11 00 0000 Sales Tax 313 71 00 0000 Local Criminal Justice Ta	31,819.39 2,272.59	308,000.00 20,000.00	308,000.00 20,000.00		100.0% 100.0%	
313 Sales Tax	34,091.98	328,000.00	328,000.00	0.00	100.0%	
316 43 00 0000 Natural Gas Utility Tax 316 45 00 0000 Garbage Utility Tax 316 46 00 0000 Cable TV Utility Tax 316 47 00 0000 Telephone Utility Tax	20,784.89 0.00 1,052.28 2,105.88	13,500.00 7,500.00 3,000.00 8,000.00	13,500.00 7,500.00 3,000.00 8,000.00	0.00 0.00	100.0% 100.0% 100.0% 100.0%	
316 Utility Tax	23,943.05	32,000.00	32,000.00	0.00	100.0%	
317 20 00 0000 Leasehold Tax 317 21 00 0000 Rock Cove ALF In-Lieu T	3,049.97 0.00	16,000.00 0.00	16,000.00 0.00	0.00 0.00	100.0%	
317 Other Tax	3,049.97	16,000.00	16,000.00	0.00	100.0%	
310 Taxes	67,125.89	922,401.90	922,401.90	0.00	100.0%	
320 Licenses & Permits						
321 99 01 0000 Business Licenses 321 99 02 0000 Peddlers & Solicitors Per 321 99 03 0000 Vacation Rental Licenses	282.50 0.00 0.00	1,400.00 0.00 1,500.00	1,400.00 0.00 1,500.00	0.00	100.0% 0.0% 100.0%	

City Of Stevenson Time: 14:00:14 Date: 02/10/2023

001 General Expense Fund					
Revenues	YTD	Budgeted	Proposed	Difference	
320 Licenses & Permits					
321 Licenses	282.50	2,900.00	2,900.00	0.00	100.0%
322 10 00 0000 Building Permits	0.00	0.00	0.00	0.00	0.0%
322 Permits	0.00	0.00	0.00	0.00	0.0%
320 Licenses & Permits	282.50	2,900.00	2,900.00	0.00	100.0%
330 Intergovernmental Revenues					
337 40 00 0001 Pool District Loan Repay	0.00	19,800.00	19,800.00		100.0%
334 03 10 0002 DOE-Shoreline Access G	0.00	52,000.00	52,000.00	0.00	100.0%
330 Grants	0.00	52,000.00	52,000.00	0.00	100.0%
335 00 91 0000 PUD Privilege Tax (in Lie	0.00	11,000.00	11,000.00	0.00	100.0%
335 State Shared	0.00	11,000.00	11,000.00	0.00	100.0%
336 06 21 0000 Criminal Justice - Low Pc	250.00	1,000.00	1,000.00	0.00	100.0%
336 06 25 0000 Criminal Justice - Contra	799.62	2,500.00	2,500.00		100.0%
336 06 26 0000 Criminal Justice - Specia	479.44	1,968.50	1,968.50		100.0%
336 06 42 0000 Marijuana Excise Tax	0.00	2,551.92	2,551.92		100.0%
336 06 51 0000 DUI/Other Crim Justice /	1.89	0.00	0.00	0.00	0.0%
336 06 94 0000 Liquor Excise Tax	2,568.54	10,633.00	10,633.00		100.0%
337 40 00 0000 Private Harvest Tax	3.97	0.00	0.00	0.00	0.0%
336 State Entitlements, Impact Pa	4,103.46	18,653.42	18,653.42	0.00	100.0%
330 Intergovernmental Revenues	4,103.46	101,453.42	101,453.42	0.00	100.0%
340 Charges For Goods & Services					
341 43 00 0000 General Admin Services	0.00	273,014.81	273,014.81		100.0%
341 81 00 0000 Printing/Photocopy Serv	0.25	0.00	0.00	0.00	0.0%
342 33 05 0000 Active Probation Fee	379.56	7,000.00	7,000.00	0.00	100.0%
341 Admin, Printing & Probation	379.81	280,014.81	280,014.81	0.00	100.0%
342 21 00 0000 Fire District II Fire Contro	8,428.09	32,700.00	32,700.00	0.00	100.0%
342 Fire District 2	8,428.09	32,700.00	32,700.00	0.00	100.0%

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001 General Expense Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
340 Charges For Goods & Services						
345 83 00 0000 Planning Fees	1,270.00	4,500.00	4,500.00	0.00	100.0%	
345 Planning	1,270.00	4,500.00	4,500.00	0.00	100.0%	
341 93 00 0000 Port of Cascade Locks-Fi	0.00	0.00	0.00	0.00	0.0%	
376 Parks	0.00	0.00	0.00	0.00	0.0%	
340 Charges For Goods & Services	10,077.90	317,214.81	317,214.81	0.00	100.0%	
350 Fines & Penalties						
353 10 00 0000 Traffic Infractions/Parkin 353 70 00 0000 Non-Traffic Infractions 355 20 00 0000 DUI Fines 355 80 00 0000 Criminal Traffic Fines	447.36 0.00 17.98 117.97	5,000.00 100.00 1,000.00 1,000.00	5,000.00 100.00 1,000.00 1,000.00	0.00 0.00	100.0% 100.0% 100.0% 100.0%	
356 90 00 0000 Criminal Hame Times 356 90 00 0000 Criminal Non-Traffic Fine 357 37 00 0000 Court Cost Recoupment	39.38 418.57	600.00 5,000.00	600.00 5,000.00	0.00	100.0% 100.0%	
350 Fines & Penalties	1,041.26	12,700.00	12,700.00	0.00	100.0%	
360 Interest & Other Earnings						
361 11 00 0000 Interest Income/General 361 40 00 0000 Sales Tax Interest 362 00 00 0000 Park Rentals 369 91 00 0000 Miscellaneous Income 360 Interest & Other Earnings	2,984.77 163.11 0.00 0.00 3,147.88	5,000.00 200.00 2,500.00 300.00 8,000.00	5,000.00 200.00 2,500.00 300.00 8,000.00	0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0%	
	3,147.00	0,000.00	8,000.00	0.00	100.0%	
Fund Revenues:	1,627,517.31	2,539,908.13	2,906,408.55	366,500.42	114.4%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
511 Legislative						
511 30 41 0000 Ordinance Codification 511 30 44 0000 Legislative Publishing 511 60 10 0000 Council Salary 511 60 20 0000 Council Benefits 511 60 43 0000 Travel/Lodging Council 511 60 49 0000 Tuition Council	0.00 39.20 1,350.00 103.28 0.00 0.00	2,500.00 3,500.00 24,000.00 1,500.00 500.00 5,000.00	2,500.00 3,500.00 24,000.00 1,500.00 500.00 5,000.00	0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0%	

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001 General Expense Fund					
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks
511 Legislative					
511 Legislative	1,492.48	37,000.00	37,000.00	0.00	100.0%
512 Judical					
512 52 10 0001 Court Clerk Salary 512 52 20 0001 Court Clerk Benefits 512 52 31 0000 Court Supplies 512 52 41 0001 Jury Management/Court 512 52 41 0002 Interpreter Fees 512 52 41 0003 Municipal Court Contrac 512 52 51 0000 Sheriff Warrant Service ( 515 35 41 0000 Prosecuting Attorney Cc	423.37 76.75 0.00 0.00 0.00 1,663.00 0.00 1,500.00	5,400.00 2,160.00 0.00 1,200.00 500.00 20,000.00 250.00 16,000.00	5,400.00 2,160.00 0.00 1,200.00 500.00 20,000.00 250.00 16,000.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 0.0% 100.0% 100.0% 100.0% 100.0%
515 93 41 0000 Indigent Defense	3,663.12	15,000.00	15,000.00		100.0% 100.0%
513 Executive					
513 10 10 0000 Mayor Salary 513 10 10 0001 City Administrator Salary 513 10 20 0000 Mayor Benefits 513 10 20 0001 City Administrator Benef 513 10 43 0000 Travel/Lodging Mayor/A 513 10 49 0000 Tuition Mayor/Administr	600.00 7,870.34 45.90 1,430.45 184.38 0.00	7,200.00 108,290.00 625.00 27,961.60 2,000.00 1,000.00	7,200.00 108,290.00 625.00 27,961.60 2,000.00 1,000.00	0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0%
513 Executive	10,131.07	147,076.60	147,076.60	0.00	100.0%
514 Financial, Recording & Elections					
514 20 10 0001 Budgeting/Accounting S 514 20 20 0001 Budgeting/Accounting E 514 20 41 0001 EBPP Fees General Fund 514 20 41 0002 Finance-Contractual Sers 514 20 41 0022 Audit Fee 514 20 43 0000 Travel Financial/Records 514 20 49 0000 Clerk Bond Premiums 514 20 49 0000 Training/Tuition - Financ 514 20 49 0001 Dues & Membership - F 514 20 49 0002 Fiduciary Fees/VISA 514 20 49 0003 Miscellaneous Charges	6,146.93 1,454.58 27.36 7,969.80 0.00 0.00 102.00 0.00 0.00 290.04 0.00	77,695.20 24,721.20 600.00 7,400.00 7,000.00 1,000.00 200.00 3,000.00 1,200.00 4,000.00 500.00	77,695.20 24,721.20 600.00 7,400.00 7,000.00 1,000.00 200.00 3,000.00 1,200.00 4,000.00 500.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%

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001 General Expense Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks	
514 Financial, Recording & Elections						
514 30 10 0000 Minutes - Recording Feε	120.96	2,648.70	2,648.70		100.0%	
514 30 20 0000 Minutes - Recording Fee	9.25	235.44	235.44		100.0%	
514 41 41 0000 Elections	0.00	1,000.00	1,000.00		100.0%	
514 91 51 0000 Voter Registration Servic	0.00	6,000.00	6,000.00	0.00	100.0%	
514 Financial, Recording & Elections	16,120.92	137,200.54	137,200.54	0.00	100.0%	
515 Legal Services						
515 41 41 0000 Advisory Board Services	0.00	15,000.00	15,000.00		100.0%	
515 41 43 0000 Travel - Legal	0.00	750.00	750.00		100.0%	
515 41 49 0000 Training & Tuition - Legi	0.00	750.00	750.00	0.00	100.0%	
515 Legal Services	0.00	16,500.00	16,500.00	0.00	100.0%	
517 Employee Benefit Programs						
517 70 22 0000 Unemployment Claims	0.00	10,000.00	10,000.00	0.00	100.0%	
517 70 25 0000 Old Age Survivor Insurar	0.00	25.00	25.00		100.0%	
517 90 26 0000 Staff Wellness	0.00	500.00	500.00	0.00	100.0%	
517 Employee Benefit Programs	0.00	10,525.00	10,525.00	0.00	100.0%	
518 Centralized Services						
518 20 44 0000 DNR Fire Control Assess	0.00	0.00	0.00	0.00	0.0%	
518 30 10 0000 Building Repair Salary	1,218.96	6,000.00	6,000.00	0.00	100.0%	
518 30 20 0000 Building Repair Benefits	538.28	3,000.00	3,000.00		100.0%	
518 30 31 0000 Household Supplies/Rep	0.00	1,000.00	1,000.00		100.0%	
518 30 41 0000 Custodial Services	0.00	1,000.00	1,000.00		100.0%	
518 30 41 0001 Contractual Services	103.35	25,500.00	25,500.00		100.0%	
518 30 44 0000 HR-Advertisement	0.00	1,000.00	1,000.00		100.0%	
518 30 45 0099 Eq Rental-Bldg Repair	257.21	1,000.00	1,000.00		100.0%	
518 30 46 0000 Insurance - Liability	19,315.60	20,560.00	20,560.00		100.0%	
518 30 47 0000 Heat & Lights	0.00	3,500.00	3,500.00		100.0%	
518 30 47 0001 City Hall Water/Sewer	0.00	1,463.32	1,463.32		100.0%	
518 30 48 0000 Building Repair Supplies	0.00	3,000.00	3,000.00		100.0%	
518 40 31 0000 Office Supplies 518 40 41 0000 Office Equip Repair& Ma	0.00 14,245.81	10,000.00 29,000.00	10,000.00 29,000.00		100.0% 100.0%	
518 40 41 0000 Office Equip Repair & Ma 518 40 42 0000 Central Services Telepho	309.65	4,000.00	4,000.00		100.0%	
518 40 42 0000 Central Services releption 518 40 42 0001 Miscellaneous - Postage	0.00	500.00	500.00		100.0%	17
5 TO TO TE OUT IVIISCENTINGUES - I Ustage	0.00	300.00	300.00	0.00	100.070	

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001 General Expense Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks	
518 Centralized Services						
518 80 41 0023 Website - General Fund	0.00	3,200.00	3,200.00	0.00	100.0%	
518 90 49 0001 Dues And Membership -	1,684.00	3,000.00	3,000.00	0.00	100.0%	
594 18 62 0000 City Hall Improvements	0.00	50,000.00	50,000.00		100.0%	
594 18 64 0000 Office Furniture/Equipm	0.00	10,000.00	10,000.00		100.0%	
594 18 64 0001 Computer Equipment	0.00	0.00	0.00	0.00	0.0%	
518 Centralized Services	37,672.86	176,723.32	176,723.32	0.00	100.0%	
521 Law Enforcement						
521 20 41 0000 Police Services	16,811.00	201,546.03	201,546.03		100.0%	
521 20 41 0001 CR Jus #4 Basic Law Enfc	0.00	2,700.00	2,700.00	0.00	100.0%	
521 30 41 0000 CR Jus #1 Drug/Alcohol	0.00	1,600.00	1,600.00		100.0%	
523 30 41 0000 Probation And Parole Se	101.62	10,000.00	10,000.00		100.0%	
523 60 41 0000 Jail Services	0.00	13,000.00	13,000.00	0.00	100.0%	
521 Law Enforcement	16,912.62	228,846.03	228,846.03	0.00	100.0%	
522 Fire Control						
522 10 10 0000 Fire Chief/Administration	100.00	1,900.00	1,900.00	0.00	100.0%	
522 10 20 0000 Fire Chief/Administration	7.65	100.00	100.00	0.00	100.0%	
522 20 10 0000 Fire Contract Volunteer I	0.00	16,000.00	16,000.00		100.0%	
522 20 20 0000 Firefighter Benefits	0.00	1,000.00	1,000.00		100.0%	
522 20 24 0000 Firefighter Pension/Disal	1,680.00	2,500.00	2,500.00		100.0%	
522 20 31 0000 Fire Supplies	0.00	15,000.00	15,000.00		100.0%	
522 20 32 0000 Fire Truck Fuel	0.00	1,000.00	1,000.00		100.0%	
522 20 41 0000 Fire-Contractual Services	0.00	20,000.00	20,000.00		100.0%	
522 20 42 0000 Fire Telephone	88.17	1,400.00	1,400.00		100.0%	
522 20 46 0000 Fire Truck Insurance	1,641.53	1,545.00	1,545.00		100.0%	
522 20 48 0000 Fire Hydrant Repair/Sup	0.00	1,000.00	1,000.00		100.0%	
522 20 49 0001 Dues & Memb./Sub. City	0.00	250.00	250.00		100.0%	
522 30 10 0000 Fire Support Salary	316.61	5,000.00	5,000.00		100.0%	
522 30 20 0000 Fire Support Benefits	108.20	2,500.00	2,500.00		100.0%	
522 30 31 0001 Fire Prevention Supplies	0.00	500.00	500.00		100.0%	
522 30 41 0000 Fire Investigations	0.00	1,000.00	1,000.00		100.0%	
522 30 45 0099 Eq Rental - Fire Support	64.30	2,500.00	2,500.00		100.0%	
522 45 43 0000 Travel - Fire Department	0.00	500.00	500.00		100.0%	
522 45 49 0000 Fire Department Training	0.00	3,000.00	3,000.00		100.0%	
522 50 47 0000 Fire Hall Heat And Light:	0.00	3,000.00	3,000.00		100.0%	,
522 50 47 0001 Fire Hall Water-Sewer	0.00	5,512.50	5,512.50	0.00	100.0%	_

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001 General Expense Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks	
522 Fire Control						
522 50 47 0099 Water on Demand For H	0.00	4,000.00	4,000.00	0.00	100.0%	
522 50 48 0000 Fire Hall Repair	0.00	10,000.00	10,000.00		100.0%	
522 60 48 0000 Fire Equipment Repair	0.00	6,000.00	6,000.00		100.0%	
597 12 00 0000 Transfer Out To 303 Join	0.00	0.00	0.00	0.00	0.0%	
202 Fire Department	4,006.46	105,207.50	105,207.50	0.00	100.0%	
522 20 31 0002 Fire Supplies FD II	0.00	20,000.00	20,000.00	0.00	100.0%	
522 20 32 0002 Fire Truck Fuel FDII	0.00	1,000.00	1,000.00		100.0%	
522 20 49 0002 Dues & Membership/Su	0.00	250.00	250.00		100.0%	
522 30 31 0020 Fire Prevention Supplies	0.00	500.00	500.00		100.0%	
522 45 43 0002 Travel-FD II	0.00	0.00	0.00	0.00	0.0%	
522 45 49 0002 Fire Training FD II	0.00	3,000.00	3,000.00		100.0%	
522 50 48 0001 Fire Dist II-Fire Hall Repa	0.00	0.00	0.00	0.00	0.0%	
522 60 48 0002 Fire Equipment Repair FI	0.00	6,000.00	6,000.00	0.00	100.0%	
203 Fire District 2	0.00	30,750.00	30,750.00	0.00	100.0%	
522 Fire Control	4,006.46	135,957.50	135,957.50	0.00	100.0%	
528 Dispatch Services						
528 60 41 0000 Dispatch Fees - City	0.00	2,500.00	2,500.00	0.00	100.0%	
528 60 42 0000 Radio Contract	0.00	3,500.00	3,500.00		100.0%	
528 Dispatch Services	0.00	6,000.00	6,000.00	0.00	100.0%	
551 Public Housing Services						
551 00 41 0000 CDBG Housing Rehab Co	0.00	0.00	0.00	0.00	0.0%	
551 Public Housing Services	0.00	0.00	0.00	0.00	0.0%	
553 Conservation						
553 Conservation 553 70 41 0000 Air Pollution Authority	0.00	500.00	500.00	0.00	100.0%	
	0.00	500.00	500.00		100.0% 100.0%	
553 70 41 0000 Air Pollution Authority						

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001 General Expense Fund					
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks
558 Planning & Community Devel					
550 Building	0.00	15,000.00	15,000.00	0.00 100.	_ 0%
558 50 10 0001 Current Planning Salary	3,012.55	75,000.00	75,000.00	0.00 100.	0%
558 50 20 0001 Current Planning Benefit	1,385.92	32,500.00	32,500.00	0.00 100.	0%
558 60 10 0000 Planning Salary	4,007.27	57,500.00	57,500.00	0.00 100.	0%
558 60 10 0001 Planning Recorder - Sala	0.00	1,800.00	1,800.00	0.00 100.	0%
558 60 10 0002 Planning Commission Sa	0.00	4,500.00	4,500.00	0.00 100.	0%
558 60 20 0000 Planning Benefits	1,843.55	25,875.00	25,875.00	0.00 100.	0%
558 60 20 0001 Planning Recorder - Ben	0.00	180.00	180.00	0.00 100.	0%
558 60 20 0002 Planning Commission Βε	0.00	500.00	500.00	0.00 100.	0%
558 60 31 0000 Planning Supplies	0.00	200.00	200.00	0.00 100.	
558 60 41 0000 Planning & Professional	504.04	82,000.00	82,000.00	0.00 100.	0%
558 60 41 0001 Planning Publication	0.00	1,000.00	1,000.00	0.00 100.	0%
558 60 43 0000 Travel - Planning/Prof A	0.00	1,500.00	1,500.00	0.00 100.	0%
558 60 49 0000 Training & Tuition - Plar	0.00	1,500.00	1,500.00	0.00 100.	0%
558 60 49 0001 Dues & Membership - P	0.00	600.00	600.00	0.00 100.	0%
558 60 49 0002 Planning Filing Fees/Mis	0.00	200.00	200.00	0.00 100.	0%
560 Planning	10,753.33	284,855.00	284,855.00	0.00 100.	
558 70 49 0001 EDC Assessment	0.00	26,485.00	26,485.00	0.00 100.	)%
558 70 49 0002 MCEDD Services	0.00	1,200.00	1,200.00	0.00 100.	
570 Economic Development	0.00	27,685.00	27,685.00	0.00 100.	-
570 Economic Development	0.00	27,065.00	27,065.00	0.00 100.	J76
558 Planning & Community Devel	10,753.33	327,540.00	327,540.00	0.00 100.	
562 Public Health					
562 10 41 0000 Farmers Market Support	0.00	10,000.00	10,000.00	0.00 100.	0%
562 Public Health	0.00	10,000.00	10,000.00	0.00 100.	
565 Welfare					
565 10 49 0000 Food Bank Support	0.00	10,000.00	10,000.00	0.00 100.	0%
565 Welfare	0.00	10,000.00	10,000.00	0.00 100.	9%
566 Substance Abuse					

150.00

0.00 100.0%

566 72 42 0000 Substance Abuse/Liquor

0.00

150.00

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001 General Expense Fund						
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
566 Substance Abuse						
566 Substance Abuse	0.00	150.00	150.00	0.00	100.0%	
573 Cultural & Community Activities						
573 90 49 0000 Hosting of Meetings/Eve	0.00	500.00	500.00	0.00	100.0%	
573 Cultural & Community Activities	0.00	500.00	500.00	0.00	100.0%	
576 Park Facilities						
576 80 10 0000 Park Maintenance Salary 576 80 20 0000 Park Maintenance Benef 576 80 31 0000 Parks Supplies 576 80 45 0099 Eq Rental - Parks 576 80 47 0000 Parks Electricity 576 80 47 0001 Parks Water 576 80 48 0000 Parks - Contracted	2,246.84 1,487.76 0.00 1,500.41 0.00 0.00 0.00	27,000.00 14,040.00 2,000.00 12,360.00 500.00 1,800.00 0.00	27,000.00 14,040.00 2,000.00 12,360.00 500.00 1,800.00 0.00	0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0% 0.0%	
576 Park Facilities	5,235.01	57,700.00	57,700.00		100.0%	
580 Non Expeditures						
589 99 00 0000 Payroll Clearing	(479.47)	0.00	0.00	0.00	0.0%	
580 Non Expeditures	(479.47)	0.00	0.00	0.00	0.0%	
597 Interfund Transfers						
597 00 01 0020 Transfers-Out - Fire Rese 597 00 01 0100 Transfers-Out - To 100 S	0.00 0.00	25,000.00 150,000.00	25,000.00 150,000.00		100.0% 100.0%	
597 Interfund Transfers	0.00	175,000.00	175,000.00	0.00	100.0%	
999 Ending Balance						
508 91 00 0001 CE-Unreserved Ending C	0.00	917,630.01	1,284,130.43	366,500.42	139.9%	Update based on revised Beg. Bal.
100 Unreserved	0.00	917,630.01	1,284,130.43	366,500.42	139.9%	
508 51 01 0001 CE-Unemployment Rese	0.00	33,414.00	33,414.00	0.00	100.0%	
102 Unemployment Reserve	0.00	33,414.00	33,414.00	0.00	100.0%	

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001 General Expense Fund					
Expenditures	YTD	Budgeted	Proposed	Difference	
999 Ending Balance					
508 31 02 0001 CE-Custodial	0.00	51,135.13	51,135.13	0.00	100.0%
104 Custodial Reserve	0.00	51,135.13	51,135.13	0.00	100.0%
999 Ending Balance	0.00	1,002,179.14	1,368,679.56	366,500.42	136.6%
Fund Expenditures:	105,508.40	2,539,908.13	2,906,408.55	366,500.42	114.4%
Fund Excess/(Deficit):	1,522,008.91	0.00	0.00		

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010 General Reserve Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0010 General Reserve-Beginn	335,258.75	334,314.62	335,258.75	944.13	100.3%	Update to actuals
308 Beginning Balances	335,258.75	334,314.62	335,258.75	944.13	100.3%	
360 Interest & Other Earnings						
361 11 00 0010 General Res-Interest	898.10	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	898.10	0.00	0.00	0.00	0.0%	
Fund Revenues:	336,156.85	334,314.62	335,258.75	944.13	100.3%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
999 Ending Balance						
508 51 00 0010 General Res-Ending Casl	0.00	334,314.62	335,258.75	944.13	100.3%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	334,314.62	335,258.75	944.13	100.3%	
Fund Expenditures:	0.00	334,314.62	335,258.75	944.13	100.3%	
Fund Excess/(Deficit):	336,156.85	0.00	0.00			

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020 Fire Reserve Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0020 Fire Res-Beginning Cash	1,650,586.13	1,642,765.44	1,650,586.13	7,820.69	100.5%	Update to actuals
308 Beginning Balances	1,650,586.13	1,642,765.44	1,650,586.13	7,820.69	100.5%	
360 Interest & Other Earnings						
361 11 00 0020 Fire Res-Interest	5,009.97	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	5,009.97	0.00	0.00	0.00	0.0%	
397 Interfund Transfers						
397 02 00 0001 Fire Res-Transfer In Fron	0.00	25,000.00	25,000.00	0.00	100.0%	
397 Interfund Transfers	0.00	25,000.00	25,000.00	0.00	100.0%	
Fund Revenues:	1,655,596.10	1,667,765.44	1,675,586.13	7,820.69	100.5%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
999 Ending Balance						
508 51 00 0020 Fire Res-Ending Cash	0.00	1,667,765.44	1,675,586.13	7,820.69	100.5%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	1,667,765.44	1,675,586.13	7,820.69	100.5%	
Fund Expenditures:	0.00	1,667,765.44	1,675,586.13	7,820.69	100.5%	
Fund Excess/(Deficit):	1,655,596.10	0.00	0.00			

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030 ARPA						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 31 00 0030 ARPA-Beginning Balance	298,313.00	297,354.00	298,313.00	959.00	100.3%	Update to actuals
308 Beginning Balances	298,313.00	297,354.00	298,313.00	959.00	100.3%	
330 Intergovernmental Revenues						
332 92 10 0000 DOC-ARPA Distribution	0.00	0.00	0.00	0.00	0.0%	
330 Grants	0.00	0.00	0.00	0.00	0.0%	
330 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.0%	
Fund Revenues:	298,313.00	297,354.00	298,313.00	959.00	100.3%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
999 Ending Balance						
508 31 00 0030 ARPA-Ending Balance	0.00	297,354.00	298,313.00	959.00	100.3%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	297,354.00	298,313.00	959.00	100.3%	
Fund Expenditures:	0.00	297,354.00	298,313.00	959.00	100.3%	
Fund Excess/(Deficit):	298,313.00	0.00	0.00			

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100 Street Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0100 ST Unreserved Begin CA	65,740.56	58,862.39	65,740.56	6,878.17	111.7%	Update to actuals
308 51 01 0100 ST Unreserved Begin C&	10,000.00	10,000.00	10,000.00	0.00	100.0%	•
308 Beginning Balances	75,740.56	68,862.39	75,740.56	6,878.17	110.0%	
310 Taxes						
313 11 00 0100 Additional .5% Sales Tax	31,819.38	358,000.00	358,000.00		100.0%	
316 42 00 0000 PUD Excise Tax	0.00	60,000.00	60,000.00	0.00	100.0%	
310 Taxes	31,819.38	418,000.00	418,000.00	0.00	100.0%	
320 Licenses & Permits						
322 40 00 0000 Street ROW Applications	25.00	600.00	600.00	0.00	100.0%	
322 Permits	25.00	600.00	600.00	0.00	100.0%	
320 Licenses & Permits	25.00	600.00	600.00	0.00	100.0%	
330 Intergovernmental Revenues						
334 03 80 0002 TIB Chipseal Grant	0.00	144,907.00	144,907.00		100.0%	
334 03 80 0003 TIB-McEvoy Overlay	0.00	74,146.00	74,146.00		100.0%	
334 03 80 0004 TIB-Loop Rd Rebuild 336 00 71 0000 Multimodal Transportati	0.00 0.00	460,422.00 2,015.00	460,422.00 2,015.00		100.0% 100.0%	
336 00 77 0000 Multimodal Transportation 336 00 87 0000 Street Fuel Tax-MVFT	2,128.31	29,977.00	29,977.00		100.0%	
336 06 95 0000 Liquor Profit Tax	0.00	11,857.50	11,857.50		100.0%	
330 Intergovernmental Revenues	2,128.31	723,324.50	723,324.50	0.00	100.0%	
360 Interest & Other Earnings						
361 11 00 0100 Interest Income - Streets	640.10	0.00	0.00	0.00	0.0%	
369 10 00 0000 Sale of Scrap Streets	0.00	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	640.10	0.00	0.00	0.00	0.0%	
390 Other Financing Sources						
395 20 00 0000 Insurance/Private Claims	0.00	0.00	0.00	0.00	0.0%	

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100 Street Fund							
Revenues	YTD	Budgeted	Proposed	Difference		Remarks	
390 Other Financing Sources							
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%		
397 Interfund Transfers							
397 00 00 0001 Transfer In From Genera	0.00	150,000.00	150,000.00	0.00	100.0%		
397 01 00 0300 Transfer In From CIP	0.00	0.00	0.00	0.00	0.0%		
397 18 00 0309 Transfer In from Russell	0.00	0.00	0.00	0.00	0.0%		
397 Interfund Transfers	0.00	150,000.00	150,000.00	0.00	100.0%		
Fund Revenues:	110,353.35	1,360,786.89	1,367,665.06	6,878.17	100.5%		
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks	
542 Streets - Maintenance							
542 39 10 0000 Road Maintenance - Sala	6,387.31	133,441.00	133,441.00	0.00	100.0%		
542 39 20 0000 Road Maintenance - Ber	2,954.26	64,595.00	64,595.00		100.0%		
542 39 31 0000 Supplies	0.00	15,000.00	15,000.00		100.0%		
542 39 41 0000 General Admin Fees	0.00	54,056.06	54,056.06		100.0%		
542 39 41 0001 Street Services	0.00	4,400.00	4,400.00		100.0%		
542 39 42 0000 Telephone	0.00	200.00	200.00		100.0%		
542 39 45 0099 Eq Rental - Road Mainte	2,615.01	25,000.00	25,000.00		100.0%		
542 39 48 0000 Contracted Labor	0.00	172,534.00	172,534.00	0.00	100.0%		
542 39 51 0000 Environmental Permits	0.00	0.00	0.00	0.00	0.0%		
542 40 10 0000 Storm Drain Maint - Sala	505.80	12,000.00	12,000.00	0.00	100.0%		
542 40 20 0000 Storm Drain Maint - Ben	213.55	7,000.00	7,000.00	0.00	100.0%		
542 40 31 0000 Storm Drain Maint - Sup	0.00	2,000.00	2,000.00	0.00	100.0%		
542 40 45 0099 Eq Rental - Storm Drain	1,082.44	3,000.00	3,000.00	0.00	100.0%		
542 40 47 0000 Dewatering Electricity Ch	0.00	1,300.00	1,300.00		100.0%		
542 40 48 0000 Storm Drain Maint - Cor	0.00	700.00	700.00		100.0%		
542 62 41 0000 Path Maintenance-Contr	0.00	0.00	0.00	0.00	0.0%		
542 63 47 0000 Electricty - Street Lights	0.00	16,000.00	16,000.00		100.0%		
542 63 47 0001 Street Water	0.00	3,000.00	3,000.00		100.0%		
542 63 48 0000 Repair/maintenance - ST	0.00	3,000.00	3,000.00		100.0%		
542 64 31 0000 Traffic Devices	0.00	12,000.00	12,000.00		100.0%		
542 64 48 0000 Road Striping	0.00	6,000.00	6,000.00		100.0%		
542 66 10 0000 Snow Removal - Salary	2.61	19,620.00	19,620.00		100.0%		Г
542 66 20 0000 Snow Removal - Benefits	(37.56)	8,720.00	8,720.00	0.00	100.0%		

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100 Street Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks	
542 Streets - Maintenance						
542 66 31 0000 Snow Removal - Supplie	0.00	1,000.00	1,000.00	0.00	100.0%	
542 66 41 0000 Snow Removal-Services	0.00	0.00	0.00	0.00	0.0%	
542 66 45 0099 Eq Rental - Snow Remov	7,480.63	4,000.00	4,000.00		100.0%	
542 67 47 0000 Litter Clean-Up	0.00	3,500.00	3,500.00	0.00	100.0%	
542 Streets - Maintenance	21,204.05	572,066.06	572,066.06	0.00	100.0%	
543 Streets Admin & Overhead						
543 10 10 0000 General Administration 5	2,035.87	52,180.00	52,180.00	0.00	100.0%	
543 10 20 0000 General Administration I	1,410.58	20,817.50	20,817.50	0.00	100.0%	
543 31 10 0000 General Services Salaries	319.80	5,450.00	5,450.00	0.00	100.0%	
543 31 20 0000 General Services Benefit:	72.10	1,635.00	1,635.00	0.00	100.0%	
543 31 41 0000 Computer Services	161.73	600.00	600.00	0.00	100.0%	
543 31 41 0001 Contracted Servcies	0.00	25,000.00	25,000.00	0.00	100.0%	
543 31 41 0022 Audit Fee	0.00	3,000.00	3,000.00	0.00	100.0%	
543 31 43 0000 Travel - Streets	0.00	500.00	500.00	0.00	100.0%	
543 31 46 0000 Insurance	10,852.20	10,900.00	10,900.00		100.0%	
543 31 49 0000 Training - Streets	0.00	500.00	500.00	0.00	100.0%	
543 31 49 0001 Misc/Recording Fees/Du	884.67	1,000.00	1,000.00	0.00	100.0%	
543 Streets Admin & Overhead	15,736.95	121,582.50	121,582.50	0.00	100.0%	
544 Road & Street Operations						
544 20 41 0100 #14 ST Planning Profess	0.00	25,000.00	25,000.00	0.00	100.0%	
544 Road & Street Operations	0.00	25,000.00	25,000.00	0.00	100.0%	
566 Substance Abuse						
566 72 42 0100 Substance Abuse/Liquor	0.00	0.00	0.00	0.00	0.0%	
566 Substance Abuse	0.00	0.00	0.00	0.00	0.0%	
594 Capital Expenditures						
595 21 61 0000 Right of Way	0.00	0.00	0.00	0.00	0.0%	
595 30 41 0000 McEvoy Overlay	0.00	78,049.00	78,049.00		100.0%	
595 30 41 0001 Loop Road Rebuild	0.00	287,998.00	287,998.00		100.0%	_
595 40 41 0000 Rock Creek Stormwater	0.00	0.00	0.00	0.00	0.0%	
595 40 41 0001 Loop Rd Stormwater	0.00	0.00	0.00	0.00	0.0%	

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100 Street Fund						
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
594 Capital Expenditures						
595 50 41 0000 Kanaka Bridge Rebuild 595 61 41 0001 Loop Rd. Sidewalk	0.00 0.00	0.00 200,000.00	0.00 200,000.00	0.00 0.00	0.0% 100.0%	
594 Capital Expenditures	0.00	566,047.00	566,047.00	0.00	100.0%	
597 Interfund Transfers						
597 19 00 0000 Transfer Out To 311 Firs	0.00	0.00	0.00	0.00	0.0%	
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%	
999 Ending Balance						
508 51 00 0100 Streets-Unreserved Endi 508 51 01 0100 Streets-Snow Reserve	0.00 0.00	66,091.33 10,000.00	72,969.50 10,000.00		110.4% 100.0%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	76,091.33	82,969.50	6,878.17	109.0%	
Fund Expenditures:	36,941.00	1,360,786.89	1,367,665.06	6,878.17	100.5%	
Fund Excess/(Deficit):	73,412.35	0.00	0.00			

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103 Tourism Promo & Develop Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 31 00 0103 Tourism Reserved C&I -	100,000.00	100,000.00	100,000.00	0.00	100.0%	
308 31 01 0103 Tourism Reserved C&I -	1,004,606.79	486,008.78	1,004,606.79			Update to actuals
		· · · · · · · · · · · · · · · · · · ·				•
308 Beginning Balances	1,104,606.79	586,008.78	1,104,606.79	518,598.01	188.5%	
310 Taxes						
313 31 00 0000 Stadium (Motel/Hotel) T	38,706.09	473,000.00	473,000.00	0.00	100.0%	
310 Taxes	38,706.09	473,000.00	473,000.00	0.00	100.0%	
360 Interest & Other Earnings						
361 11 00 0103 Interest Income/Tourism	2,437.12	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	2,437.12	0.00	0.00	0.00	0.0%	
Fund Revenues:	1,145,750.00	1,059,008.78	1,577,606.79	518,598.01	149.0%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
573 Cultural & Community Activities						
573 30 41 0000 Consultant Services, Cha	0.00	110,000.00	110,000.00	0.00	100.0%	
573 30 41 0000 Consultant Services, Cha	0.00	81,000.00	81,000.00		100.0%	
573 30 41 0002 Chamber Events	0.00	18,000.00	18,000.00		100.0%	
573 30 41 0004 County - Fair & Timber (	0.00	5,000.00	5,000.00		100.0%	
573 30 41 0005 County - Bluegrass Festi	0.00	10,000.00	10,000.00		100.0%	
573 30 41 0008 County-Fireworks	0.00	7,500.00	7,500.00	0.00	100.0%	
573 30 41 0010 General Admin Fees	0.00	6,428.27	6,428.27		100.0%	
573 90 10 0000 Promotion Salaries	264.02	5,000.00	5,000.00	0.00	100.0%	
573 90 10 0003 Promotion Field Salaries	1,034.27	3,300.00	3,300.00	0.00	100.0%	
573 90 20 0000 Promotion Benefits	48.02	1,000.00	1,000.00		100.0%	
573 90 20 0003 Promotion Field Benefits	451.76	1,700.00	1,700.00		100.0%	
573 90 31 0000 Promotion Supplies	0.00	0.00	0.00	0.00		
573 90 41 0002 CRGIC Consultant Servic	0.00	60,000.00	60,000.00		100.0%	
573 90 41 0003 X-Fest Event	0.00	1,000.00	1,000.00		100.0%	
573 90 41 0004 Dog Mountain Shuttle	0.00	10,000.00	10,000.00		100.0%	
573 90 41 0008 Gorge Outrigger Races	0.00	5,000.00	5,000.00		100.0%	
573 90 41 0009 BOTG Kiteboarding Fest	0.00	3,000.00	3,000.00		100.0%	
573 90 41 0013 Main St Program Coordi	0.00	75,000.00	75,000.00	0.00	100.0%	

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103 Tourism Promo & Develop Fund						
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
573 Cultural & Community Activities						
573 90 41 0014 Stevenson Waterfront M	0.00	5,000.00	5,000.00		100.0%	
573 90 41 0018 SC Fair Board-GorgeGra	0.00	4,000.00	4,000.00		100.0%	
573 90 41 0019 CGTA Services	0.00	5,000.00	5,000.00		100.0%	
573 90 41 0021 Computer Services	134.77	0.00	0.00	0.00	0.0%	
573 90 41 0022 Audit Fee	0.00	2,000.00	2,000.00		100.0%	
573 90 41 0024 Gorge Olympic Windsur	0.00	3,000.00	3,000.00		100.0%	
573 90 41 0025 Gorge Downwind Cham	0.00	10,000.00	10,000.00		100.0%	
573 90 41 0026 OPA-Waterfront Festival	0.00	700.00	700.00	0.00	100.0%	
573 90 41 0100 TAC - Professional Service	0.00	0.00	0.00	0.00	0.0%	
573 90 44 0000 TAC-Publishing	0.00	0.00	0.00	0.00	0.0%	
573 90 45 0099 Eq Rental - Promotion Fi	107.17	0.00	0.00	0.00	0.0%	
573 Cultural & Community Activities	2,040.01	432,628.27	432,628.27	0.00	100.0%	
594 Capital Expenditures						
594 75 63 0011 Chamber Office Display	0.00	10,000.00	10,000.00	0.00	100.0%	
594 76 63 0001 Courthouse Park Plaza (\$	0.00	0.00	200,000.00	200,000.00		Roll-over balance to extend project and transfer to City from SDA
595 64 63 0000 Wayfinding Signs-Touris	0.00	72,000.00	72,000.00	0.00	100.0%	
594 Capital Expenditures	0.00	82,000.00	282,000.00	200,000.00	343.9%	
999 Ending Balance						
508 31 00 0103 Tourism-Cap. Facility Re:	0.00	100,000.00	100,000.00	0.00	100.0%	
508 31 01 0103 Tourism-Ending Cash	0.00	444,380.51	762,978.52	318,598.01	171.7%	Update based on revised Beg. Bal. & Park Plaza
999 Ending Balance	0.00	544,380.51	862,978.52	318,598.01	158.5%	
Fund Expenditures:	2,040.01	1,059,008.78	1,577,606.79	518,598.01	149.0%	
Fund Excess/(Deficit):	1,143,709.99	0.00	0.00			

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105 Affordable Housing Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 31 00 0105 Affordable Housing-Beg	12,435.11	11,376.16	12,435.11	1,058.95	109.3%	Update to actuals
308 Beginning Balances	12,435.11	11,376.16	12,435.11	1,058.95	109.3%	
310 Taxes						
313 27 00 0000 Affordable And Supporti	348.63	5,000.00	5,000.00	0.00	100.0%	
310 Taxes	348.63	5,000.00	5,000.00	0.00	100.0%	
Fund Revenues:	12,783.74	16,376.16	17,435.11	1,058.95	106.5%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
999 Ending Balance						
508 31 00 0105 Affordable Housing-End	0.00	16,376.16	17,435.11	1,058.95	106.5%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	16,376.16	17,435.11	1,058.95	106.5%	
Fund Expenditures:	0.00	16,376.16	17,435.11	1,058.95	106.5%	
Fund Excess/(Deficit):	12,783.74	0.00	0.00			

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107 HEALing SCARS Fund					
Revenues	YTD	Budgeted	Proposed	Difference	
308 Beginning Balances					
308 31 00 0107 HEALing SCARS-Beg. Ba	10,190.57	10,190.57	10,190.57	0.00	100.0%
308 Beginning Balances	10,190.57	10,190.57	10,190.57	0.00	100.0%
360 Interest & Other Earnings					
367 27 00 0000 HS-Contributions and D	0.00	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	10,190.57	10,190.57	10,190.57	0.00	100.0%
Expenditures	YTD	Budgeted	Proposed	Difference	
999 Ending Balance					
508 31 00 0107 HEALing SCARS-Ending	0.00	10,190.57	10,190.57	0.00	100.0%
999 Ending Balance	0.00	10,190.57	10,190.57	0.00	100.0%
Fund Expenditures:	0.00	10,190.57	10,190.57	0.00	100.0%
Fund Excess/(Deficit):	10,190.57	0.00	0.00		

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300 Capital Improvement Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 31 00 0300 Cap Imp Reserved Begin 308 31 01 0300 Cap Imp Res Begin C&I '	198,933.55 11,256.65	136,065.23 11,256.65	198,933.55 11,256.65		146.2% 100.0%	Update to actuals
308 Beginning Balances	210,190.20	147,321.88	210,190.20	62,868.32	142.7%	
310 Taxes						
318 34 00 0000 Real Estate Excise Tax	0.00	20,000.00	20,000.00	0.00	100.0%	
310 Taxes	0.00	20,000.00	20,000.00	0.00	100.0%	
360 Interest & Other Earnings						
361 11 00 0300 Interest on Investments-	704.19	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	704.19	0.00	0.00	0.00	0.0%	
Fund Revenues:	210,894.39	167,321.88	230,190.20	62,868.32	137.6%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
597 Interfund Transfers						
597 01 00 0100 Transfer Out to Streets	0.00	0.00	0.00	0.00	0.0%	
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%	
999 Ending Balance						
508 31 00 0300 Cap. ImpEnding Cash 508 31 01 0300 Cap. ImpWaterfront Im	0.00 0.00	156,065.23 11,256.65	218,933.55 11,256.65		140.3% 100.0%	Update based on revised Beg. Bal.
999 Ending Balance	0.00	167,321.88	230,190.20	62,868.32	137.6%	
Fund Expenditures:	0.00	167,321.88	230,190.20	62,868.32	137.6%	
Fund Excess/(Deficit):	210,894.39	0.00	0.00			

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Budgeted	Proposed	Difference	Remarks	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
Budgeted	Proposed	Difference	Remarks	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.0%	
0.00	0.00	0.00	0.070	
	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00  Budgeted Proposed  0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00  0.00 0.00	0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           Budgeted         Proposed         Difference           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00           0.00         0.00         0.00	0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           0.00         0.00         0.00         0.0%           Budgeted         Proposed         Difference         Remarks           0.00         0.00         0.0%         0.0%           0.00         0.00         0.0%         0.0%           0.00         0.00         0.0%         0.0%           0.00         0.00         0.0%         0.0%           0.00         0.00         0.0%         0.0%

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312 Columbia Ave						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 91 00 0312 Columbia Ave Beginning	(63,287.48)	0.00	(63,287.48)	(63,287.48)	0.0%	Update to actuals
308 Beginning Balances	(63,287.48)	0.00	(63,287.48)	(63,287.48)	0.0%	
330 Intergovernmental Revenues						
334 03 10 0312 Columbia Ave-DOE IPG	63,287.48	170,000.00	145,617.25	(24,382.75)	85.7%	Update based on remaining funds
330 Intergovernmental Revenues	63,287.48	170,000.00	145,617.25	(24,382.75)	85.7%	
Fund Revenues:	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
594 Capital Expenditures						
594 54 41 0312 Columbia Ave-Consultar	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	Update based on remaining funds
594 Capital Expenditures	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	
999 Ending Balance						
508 91 00 0312 Columbia Ave Ending Βε	0.00	0.00	0.00	0.00	0.0%	
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%	
Fund Expenditures:	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	
Fund Excess/(Deficit):			0.00			

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400 Water/Sewer Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0400 WS Unreserved Begin C/	1,151,234.64	430,384.64	1,151,234.64	720,850.00	267.5%	Update to actuals
400 Water/Sewer	1,151,234.64	430,384.64	1,151,234.64	720,850.00	267.5%	
308 51 01 0400 WS Res Begin C&I Syste	631,301.09	352,238.95	631,301.09	279,062.14	179.2%	Update to actuals
401 Water	631,301.09	352,238.95	631,301.09	279,062.14	179.2%	
308 51 02 0400 WS Res Begin C&I Syste	175,778.18	317,679.76	175,778.18	(141,901.58)	55.3%	Update to actuals
402 Sewer	175,778.18	317,679.76	175,778.18	(141,901.58)	55.3%	
308 Beginning Balances	1,958,313.91	1,100,303.35	1,958,313.91	858,010.56	178.0%	
340 Charges For Goods & Services						
343 40 00 0000 Water Sales 343 40 18 0000 Turn on Fees 343 40 19 0000 Disconnect/Nonpaymen 343 40 20 0000 Water Construction Hoo 343 40 21 0000 Hydrant Rental - Externa 343 40 99 0000 Hydrant Rental-Internal 343 41 00 0000 Installation Water	89,213.55 44.00 30.11 0.00 0.00 0.00 0.00	744,575.00 1,500.00 1,000.00 0.00 600.00 4,000.00	744,575.00 1,500.00 1,000.00 0.00 600.00 4,000.00	0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 0.0% 100.0% 100.0%	
343 Water	89,287.66	761,675.00	761,675.00	0.00	100.0%	
343 50 00 0000 Sewer Service Income 343 50 01 0000 BOD Surcharge 343 50 02 0000 Downspout-Sump Pump 343 51 00 0000 Installation Sewer	155,669.58 4,091.01 600.00 0.00	1,322,008.13 0.00 0.00 300.00	1,322,008.13 0.00 0.00 300.00	0.00 0.00	100.0% 0.0% 0.0% 100.0%	
344 Sewer	160,360.59	1,322,308.13	1,322,308.13	0.00	100.0%	
340 Charges For Goods & Services	249,648.25	2,083,983.13	2,083,983.13	0.00	100.0%	
360 Interest & Other Earnings						
367 40 00 0000 Water Capital Contributi 369 10 01 0000 Water Miscellaneous Inc	0.00 0.00	46,674.00 0.00	46,674.00 0.00	0.00 0.00	100.0% 0.0%	
343 Water	0.00	46,674.00	46,674.00	0.00	100.0%	Г
367 50 00 0000 Sewer Capital Contributi	0.00	56,532.00	56,532.00	0.00	100.0%	

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400 Water/Sewer Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
240 Interest 9 Other Fernings						
360 Interest & Other Earnings						
369 10 02 0000 Sewer Miscellaneous Inc	0.00	0.00	0.00	0.00	0.0%	
344 Sewer	0.00	56,532.00	56,532.00	0.00	100.0%	
361 11 00 0400 Interest on Investments	6,219.87	4,000.00	4,000.00	0.00	100.0%	
369 81 00 0000 Cashier's Overages/Shor	0.00	0.00	0.00	0.00	0.0%	
369 91 00 0400 Other Miscellaneous/NS	0.00	0.00	0.00	0.00	0.0%	
400 Water/Sewer	6,219.87	4,000.00	4,000.00	0.00	100.0%	
<u> </u>	·		·			
360 Interest & Other Earnings	6,219.87	107,206.00	107,206.00	0.00	100.0%	
380 Non Revenues						
386 00 00 0000 Customer Deposits	0.00	0.00	0.00	0.00	0.0%	
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%	
-						
Fund Revenues:	2,214,182.03	3,291,492.48	4,149,503.04	858,010.56	126.1%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
==						
534 Water Utilities						
534 Water Utilities 534 10 10 0000 WA-Administrative Salar	1,476.97	52,943.00	52,943.00		100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene	1,046.66	21,177.20	21,177.20	0.00	100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee	1,046.66 0.00	21,177.20 93,675.52	21,177.20 93,675.52	0.00 0.00	100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee	1,046.66 0.00 0.00	21,177.20 93,675.52 6,180.00	21,177.20 93,675.52 6,180.00	0.00 0.00 0.00	100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O	1,046.66 0.00 0.00 0.00	21,177.20 93,675.52 6,180.00 5,304.50	21,177.20 93,675.52 6,180.00 5,304.50	0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij	1,046.66 0.00 0.00 0.00 261.46	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00	0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa	1,046.66 0.00 0.00 0.00 261.46 0.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00	0.00 0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershil 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00 2,575.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00 2,575.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00 2,575.00 20,600.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00 2,575.00 20,600.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L 534 70 10 0000 WA-Customer Services \$	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00 4,397.82	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,060.00 2,575.00 20,600.00 54,020.40	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershil 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L 534 70 10 0000 WA-Customer Services E	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00 0.00 4,397.82 1,067.98	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L 534 70 10 0000 WA-Customer Services S 534 70 20 0000 WA-Customer Services E 534 70 31 0000 WA-Office Supplies And	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00 4,397.82 1,067.98 0.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L 534 70 10 0000 WA-Customer Services S 534 70 20 0000 WA-Customer Services E 534 70 31 0000 WA-Office Supplies And 534 70 41 0000 WA-Computer Services/	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00 4,397.82 1,067.98 0.00 5,069.19	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50 6,180.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50 6,180.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	
534 10 10 0000 WA-Administrative Salar 534 10 20 0000 WA-Administrative Bene 534 10 41 0001 General Admin Fee 534 10 41 0022 WA-Audit Fee 534 10 42 0000 WA-Op. Permit(DOH)/O 534 10 49 0001 WA-Dues & Membershij 534 20 41 0000 WA-Admin Planning Wa 534 40 43 0000 WA-Travel 534 40 49 0001 WA-Training 534 50 35 0000 WA-Small Tools/Minor E 534 50 48 0000 WA-Repair-Contracted L 534 70 10 0000 WA-Customer Services S 534 70 20 0000 WA-Office Supplies And	1,046.66 0.00 0.00 0.00 261.46 0.00 0.00 710.00 0.00 4,397.82 1,067.98 0.00	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50	21,177.20 93,675.52 6,180.00 5,304.50 2,060.00 52,000.00 2,060.00 2,575.00 20,600.00 54,020.40 17,363.70 4,171.50	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	

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400 Water/Sewer Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks	
534 Water Utilities						
534 80 41 0000 WA-Testing	0.00	5,150.00	5,150.00	0.00 1	100.0%	
534 80 41 0001 WA-Services	0.00	4,900.00	4,900.00	0.00 1	100.0%	
534 80 42 0000 WA-Telephone	0.00	2,060.00	2,060.00		100.0%	
534 80 45 0001 WA-Telemetry/Meter Se	0.00	4,120.00	4,120.00		100.0%	
534 80 45 0099 WA-Eq Rental - Water	4,126.15	54,590.00	54,590.00		100.0%	
534 80 46 0000 WA-Insurance	34,298.63	32,630.00	32,630.00		100.0%	
534 80 47 0000 WA-Electricity	0.00	24,720.00	24,720.00		100.0%	
534 81 41 0000 WA-Prof Services - Gene	0.00	85,253.10	85,253.10		100.0%	
534 84 10 0000 WA-Operations Plant Sa	6,169.82	82,404.00	82,404.00		100.0%	
534 84 20 0000 WA-Operations Plant Be	2,308.77	41,202.00	41,202.00		100.0%	
534 84 31 0000 WA-Chemicals Plant	0.00	10,609.00	10,609.00		100.0%	
534 84 41 0000 WA-Consultant Services	0.00	0.00	0.00	0.00	0.0%	
534 85 10 0000 WA-Operations T & D Sa	4,850.98	70,632.00	70,632.00		100.0%	
534 85 20 0000 WA-Operations T & D B	1,795.35	35,316.00	35,316.00		100.0%	
534 90 44 0000 WA-Taxes	0.00	41,215.97	41,215.97	0.00	100.0%	
534 Water Utilities	67,881.51	876,312.89	876,312.89	0.00 1	100.0%	
535 Sewer						
535 10 10 0000 WW-Administrative Sala	5,450.88	78,252.80	78,252.80	0.00 1	100.0%	
535 10 20 0000 WW-Administrative Ben	2,284.97	32,949.20	32,949.20		100.0%	
535 10 41 0001 WW-General Admin Fee	0.00	105,720.73	105,720.73		100.0%	
535 10 41 0022 WW-Audit Fee	0.00	8,240.00	8,240.00	0.00 1	100.0%	
535 10 42 0000 WW-Permit Fees/DOE	0.00	2,575.00	2,575.00		100.0%	
535 10 44 0000 WW-Advertising	0.00	0.00	0.00	0.00	0.0%	
535 10 49 0001 WW-Dues & Membersh	534.97	1,030.00	1,030.00	0.00 1	100.0%	
535 20 41 0000 WW-Admin Planning Se	0.00	55,900.00	55,900.00	0.00 1	100.0%	
535 40 43 0000 WW-Travel	0.00	1,545.00	1,545.00	0.00 1	100.0%	
535 40 49 0001 WW-Training	0.00	3,090.00	3,090.00	0.00 1	100.0%	
535 51 31 0000 WW-Maintenance Suppl	132.96	10,300.00	10,300.00	0.00 1	100.0%	
535 51 48 0000 WW-Repair (Contract Se	(581.11)	123,600.00	123,600.00	0.00 1	100.0%	
535 51 48 0001 WW-Solids Hauling & D	0.00	123,600.00	123,600.00	0.00 1	100.0%	
535 64 41 0000 WW-Plant Services	0.00	0.00	0.00	0.00	0.0%	
535 70 10 0000 WW-Customer Service S	4,397.82	54,020.40	54,020.40		100.0%	
535 70 20 0000 WW-Customer Service B	1,067.98	17,363.70	17,363.70		100.0%	
535 70 31 0000 WW-Office Supplies & P	0.00	4,429.00	4,429.00		100.0%	
535 70 41 0000 WW-Computer Services,	673.87	5,150.00	5,150.00	0.00 1	100.0%	
535 70 41 0001 WW-EBPP Fees Sewer	301.73	3,090.00	3,090.00		100.0%	19
535 80 31 0000 WW-Operating Supplies	0.00	10,300.00	10,300.00	0.00 1	100.0%	13

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400 Water/Sewer Fund					
Expenditures	YTD	Budgeted	Proposed	Difference	Remarks
535 Sewer					
535 80 41 0000 Sewer Operations Testin	0.00	21,630.00	21,630.00	0.00 100.0	
535 80 41 0001 Sewer Operations-Servic	0.00	4,800.00	4,800.00	0.00 100.09	%
535 80 42 0000 Sewer Telephone	328.55	4,738.00	4,738.00	0.00 100.09	%
535 80 45 0099 Eq Rental - Sewer	4,308.33	46,350.00	46,350.00	0.00 100.09	%
535 80 46 0000 Sewer Insurance	28,102.42	25,758.75	25,758.75	0.00 100.09	%
535 81 10 0000 WW-Operations Coll. Sa	2,031.99	42,324.00	42,324.00	0.00 100.09	%
535 81 20 0000 WW-Operations Coll. Be	684.47	15,662.00	15,662.00	0.00 100.09	%
535 81 47 0000 WW-Coll Electricity	0.00	5,150.00	5,150.00	0.00 100.09	%
535 81 47 0001 WW-Coll. Water	0.00	463.50	463.50	0.00 100.09	%
535 84 10 0000 WW-Operations Plant Sa	11,341.37	124,200.00	124,200.00	0.00 100.09	
535 84 20 0000 WW-Operations Plant Bo	3,889.16	77,004.00	77,004.00	0.00 100.09	
535 84 47 0000 WW-Electricity	0.00	26,780.00	26,780.00	0.00 100.09	
535 84 47 0001 WW-Plant Water	0.00	21,630.00	21,630.00	0.00 100.0	
535 85 10 0000 WW Sampling Salary	126.61	4,000.00	4,000.00	0.00 100.0	
535 85 20 0000 WW Sampling Benefits	47.39	2,500.00	2,500.00	0.00 100.0	
535 85 31 0000 WW Sampling Supplies	0.00	515.00	515.00	0.00 100.0	
535 85 41 0000 WW Sampling Profession	0.00	7,210.00	7,210.00	0.00 100.0	
535 85 41 0002 WW Industrial Pretreatm	0.00	4,120.00	4,120.00	0.00 100.0	
535 85 45 0000 WW Sampling Equipmer	0.00	0.00	0.00	0.00 0.0	
535 90 44 0000 Sewer Taxes	0.00	41,457.50	41,457.50	0.00 100.0	
535 Sewer	65,124.36	1,117,448.58	1,117,448.58	0.00 100.0	
	00/12 1.00	1,117,110.00	1,117,110.00	0.00 100.0	
591 Debt Service					
591 34 70 0000 WA-SMART Meter Lease	0.00	30,275.15	30,275.15	0.00 100.09	
591 34 78 0000 Base Res PWTF Loan Prii	0.00	23,273.39	23,273.39	0.00 100.09	
592 34 80 0000 WA-SMART Meter Lease	0.00	6,840.53	6,840.53	0.00 100.09	%
592 34 83 0000 Base Reservoir PWTF Loa	0.00	465.47	465.47	0.00 100.0	%
534 Water	0.00	60,854.54	60,854.54	0.00 100.0	%
591 35 72 0000 Sewer Outfall - USDA RE	0.00	25,377.34	25,377.34	0.00 100.0	%
591 35 72 0001 WWTP Design-DOE Prin	0.00	30,678.05	30,678.05	0.00 100.09	
592 35 83 0000 Sewer Outfall - USDA RE	0.00	7,292.66	7,292.66	0.00 100.0	
592 35 83 0001 WWTP Design-DOE Inte	0.00	18,901.15	18,901.15	0.00 100.0	
535 Sewer	0.00	82,249.20	82,249.20	0.00 100.0	%
E01 Dalet Camilia	0.00	140 100 74	142 102 74	0.00 100.00	
591 Debt Service	0.00	143,103.74	143,103.74	0.00 100.0	<b>%</b>

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400 Water/Sewer Fund						
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
594 Capital Expenditures						
594 34 10 4006 Water Connections - Sal 594 34 20 4006 Water Connections - Ber 594 34 31 4009 Water Plant Improvemer 594 34 45 0400 Eq Rental - Water Conne 594 34 48 0000 Loop Rd Waterline-Cont 594 34 62 4009 Water Plant Improvemer 594 34 64 0000 WA-Fixed Assets To Cap	0.00 (5.24) 0.00 0.00 0.00 0.00	5,400.00 2,700.00 0.00 2,060.00 162,000.00 100,000.00	5,400.00 2,700.00 0.00 2,060.00 162,000.00 100,000.00	0.00 0.00 0.00 0.00	100.0% 100.0% 0.0% 100.0% 100.0% 0.0%	
534 Water	(5.24)	272,160.00	272,160.00	0.00	100.0%	
594 Capital Expenditures	(5.24)	272,160.00	272,160.00	0.00	100.0%	
597 Interfund Transfers						
597 10 00 0000 Transfer Out to 410 WW 597 10 00 0406 Transfer Out To 406 WW	0.00 0.00	400,000.00 21,779.00	400,000.00 21,779.00		100.0%	
535 Sewer	0.00	421,779.00	421,779.00	0.00	100.0%	
597 Interfund Transfers	0.00	421,779.00	421,779.00	0.00	100.0%	
999 Ending Balance						
508 51 00 0400 WS-Ending Cash	0.00	249,563.56	670,413.56	420,850.00	268.6%	Update based on revised Beg. Bal.
400 Water/Sewer	0.00	249,563.56	670,413.56	420,850.00	268.6%	
508 51 01 0400 WS-Water Reserve	0.00	136,912.95	415,975.09	279,062.14	303.8%	Update based on revised Beg. Bal.
401 Water	0.00	136,912.95	415,975.09	279,062.14	303.8%	
508 51 02 0400 WS-WW Reserve	0.00	74,211.76	232,310.18	158,098.42	313.0%	Update based on revised Beg. Bal.
402 Sewer	0.00	74,211.76	232,310.18	158,098.42	313.0%	
999 Ending Balance	0.00	460,688.27	1,318,698.83	858,010.56	286.2%	
Fund Expenditures:	133,000.63	3,291,492.48	4,149,503.04	858,010.56	126.1%	
Fund Excess/(Deficit):	2,081,181.40	0.00	0.00			1

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406 Wastewater Short Lived Asset Res. Fun	d				
Revenues	YTD	Budgeted	Proposed	Difference	
308 Beginning Balances					
308 31 00 0406 WWSLAR Beginning Cas	65,337.00	65,337.00	65,337.00	0.00	100.0%
308 Beginning Balances	65,337.00	65,337.00	65,337.00	0.00	100.0%
397 Interfund Transfers					
397 10 00 0406 WWSLA-Transfers In	0.00	21,779.00	21,779.00	0.00	100.0%
397 Interfund Transfers	0.00	21,779.00	21,779.00	0.00	100.0%
Fund Revenues:	65,337.00	87,116.00	87,116.00	0.00	100.0%
Expenditures	YTD	Budgeted	Proposed	Difference	
999 Ending Balance					
508 31 00 0406 WWSLAR-Ending Cash	0.00	87,116.00	87,116.00	0.00	100.0%
999 Ending Balance	0.00	87,116.00	87,116.00	0.00	100.0%
Fund Expenditures:	0.00	87,116.00	87,116.00	0.00	100.0%
Fund Excess/(Deficit):	65,337.00	0.00	0.00		

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408 Wastewater Debt Reserve Fund					
Revenues	YTD	Budgeted	Proposed	Difference	
308 Beginning Balances					
308 31 00 0408 WW Debt Reserve Beg. I	61,191.00	61,191.00	61,191.00	0.00	100.0%
308 Beginning Balances	61,191.00	61,191.00	61,191.00	0.00	100.0%
397 Interfund Transfers					
397 10 00 0408 WW Debt Res-Transfers	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	61,191.00	61,191.00	61,191.00	0.00	100.0%
Expenditures	YTD	Budgeted	Proposed	Difference	
999 Ending Balance					
508 31 00 0408 WW Debt Reserve-Endir	0.00	61,191.00	61,191.00	0.00	100.0%
999 Ending Balance	0.00	61,191.00	61,191.00	0.00	100.0%
Fund Expenditures:	0.00	61,191.00	61,191.00	0.00	100.0%
Fund Excess/(Deficit):	61,191.00	0.00	0.00		

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410 Wastewater System Upgrades						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0410 WW Sys Upgrades Beg (	(1,179,179.71)	0.00	(1,179,179.71)	(1,179,179.71)	0.0%	Update to actuals
308 Beginning Balances	(1,179,179.71)	0.00	(1,179,179.71)	(1,179,179.71)	0.0%	
330 Intergovernmental Revenues						
331 11 00 0000 EDA Grant-WW Coll. Sys 331 66 00 0000 EPA Grant-WWTP Const	0.00 0.00	2,320,344.00 0.00	2,528,740.07 2,500,000.00	208,396.07 2,500,000.00		Updated with outstanding reimbursements Update with grant projection
330 Intergovernmental Revenues	0.00	2,320,344.00	5,028,740.07	2,708,396.07	216.7%	
390 Other Financing Sources						
391 20 00 0000 USDA RDA Bond Procee 391 90 00 0410 DOE Construction Loan	50,988.27 640,779.64	539,586.00 10,627,000.00	590,574.27 9,046,795.37	50,988.27 (1,580,204.63)		Updated with outstanding reimbursements Updated with outstanding reimbursements
390 Other Financing Sources	691,767.91	11,166,586.00	9,637,369.64	(1,529,216.36)	86.3%	
397 Interfund Transfers						
397 05 00 0410 Transfer In from Water/\$	0.00	400,000.00	400,000.00	0.00	100.0%	
397 Interfund Transfers	0.00	400,000.00	400,000.00	0.00	100.0%	
Fund Revenues:	(487,411.80)	13,886,930.00	13,886,930.00	0.00	100.0%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
592 Debt Service - Interest Costs						
592 35 83 0410 USDA-Interim Interest	0.00	0.00	0.00	0.00	0.0%	
592 Debt Service - Interest Costs	0.00	0.00	0.00	0.00	0.0%	
594 Capital Expenditures						
594 35 31 4113 WWTP-Equipment 594 35 31 4114 WWTP-Lab Equipment 594 35 41 4104 Coll. Sys. Upgrades Cons 594 35 41 4105 Coll. Sys. Upgrades Cons	245,478.01 0.00 0.00 0.00	0.00 0.00 155,016.00 2,731,914.00	0.00 0.00 155,016.00 2,731,914.00	0.00	0.0% 0.0% 100.0% 100.0%	-
594 35 41 4106 Collection Sys. Upgrades 594 35 41 4110 WWTP-Consultant Service	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.0% 0.0%	

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410 Wastewater System Upgrades					
Expenditures	YTD	Budgeted	Proposed	Difference	
594 Capital Expenditures					
594 35 41 4111 WWTP-Construction Ser 594 35 41 4112 WWTP Upgrades-PUD 594 35 41 4114 WWTP-Deferred Mainte 594 35 41 4115 Main D Extension-Const	0.00 0.00 0.00 0.00	11,000,000.00 0.00 0.00 0.00	11,000,000.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	100.0% 0.0% 0.0% 0.0%
594 35 49 0000 WW Upgrades-Permittir	0.00	0.00	0.00	0.00	
594 Capital Expenditures	245,478.01	13,886,930.00	13,886,930.00	0.00	100.0%
999 Ending Balance					
508 51 00 0410 WW Cap-Ending Cash	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	245,478.01	13,886,930.00	13,886,930.00	0.00	100.0%
Fund Excess/(Deficit):	(732,889.81)	0.00	0.00		

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500 Equipment Service Fund						
Revenues	YTD	Budgeted	Proposed	Difference		Remarks
308 Beginning Balances						
308 51 00 0500 ES Unreserved Begin CA	157,311.97	87,358.72	157,311.97	69,953.25	180.1%	Update to actuals
308 Beginning Balances	157,311.97	87,358.72	157,311.97	69,953.25	180.1%	
340 Charges For Goods & Services						
348 00 00 0000 Equipment Rental-Interr	21,541.65	175,000.00	175,000.00	0.00	100.0%	
340 Charges For Goods & Services	21,541.65	175,000.00	175,000.00	0.00	100.0%	
360 Interest & Other Earnings						
361 11 00 0500 Interest Income/ES	509.86	0.00	0.00	0.00	0.0%	
369 10 00 0500 Sale of Scrap Equip Serv _	0.00	0.00	0.00	0.00	0.0%	
360 Interest & Other Earnings	509.86	0.00	0.00	0.00	0.0%	
390 Other Financing Sources						
395 10 00 0500 Sale of Fixed Assets	0.00	0.00	0.00	0.00	0.0%	
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%	
Fund Revenues:	179,363.48	262,358.72	332,311.97	69,953.25	126.7%	
Expenditures	YTD	Budgeted	Proposed	Difference		Remarks
548 Public Works - Centralized Services						
548 65 10 0000 Maintenance Salary	4,736.13	37,800.00	37,800.00	0.00	100.0%	
548 65 20 0000 Maintenance Benefits	1,912.48	18,360.00	18,360.00		100.0%	
548 65 25 0000 Medical Physicals-Requi	193.00	2,000.00	2,000.00		100.0%	
548 65 31 0000 Tires 548 65 32 0000 Gas and Oil	0.00 179.95	2,000.00	2,000.00 25,000.00		100.0% 100.0%	
548 65 33 0000 Gas and Oil 548 65 33 0000 Supplies	179.95 147.54	25,000.00 3,000.00	3,000.00		100.0%	
548 65 41 0001 General Gov. Admin	0.00	13,134.23	13,134.23		100.0%	
548 65 46 0000 Insurance	7,255.62	10,000.00	10,000.00		100.0%	
548 65 47 0000 Heat & Lights	0.00	3,000.00	3,000.00		100.0%	
		-,	-,	00		
548 65 48 0000 Repairs/Supplies Contra	0.00	20,000.00	20,000.00	0.00	100.0%	

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500 Equipment Service Fund						
Expenditures	YTD	Budgeted	Proposed	Difference	Rem	narks
548 Public Works - Centralized Services						
548 Public Works - Centralized Servic	14,424.72	141,544.23	141,544.23	0.00	100.0%	
594 Capital Expenditures						
594 48 64 0000 Equipment Purchase	68,956.77	100,000.00	100,000.00	0.00	100.0%	
594 Capital Expenditures	68,956.77	100,000.00	100,000.00	0.00	100.0%	
999 Ending Balance						
508 51 00 0500 ES-Ending Cash	0.00	20,814.49	90,767.74	69,953.25	436.1% Upda	ate based on revised Beg. Bal.
999 Ending Balance	0.00	20,814.49	90,767.74	69,953.25	436.1%	
Fund Expenditures:	83,381.49	262,358.72	332,311.97	69,953.25	126.7%	
Fund Excess/(Deficit):	95,981.99	0.00	0.00			

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City Of Stevenson Fund Totals Time: 14:00:14 Date: 02/10/2023

Fund	YTD	Budgeted	Proposed	Difference		
001 General Expense Fund	1,627,517.31	2,539,908.13	2,906,408.55	366,500.42	114.4%	
010 General Reserve Fund	336,156.85	334,314.62	335,258.75		100.3%	
020 Fire Reserve Fund	1,655,596.10	1,667,765.44	1,675,586.13	7,820.69		
030 ARPA	298,313.00	297,354.00	298,313.00	959.00	100.3%	
100 Street Fund	110,353.35	1,360,786.89	1,367,665.06	6,878.17	100.5%	
103 Tourism Promo & Develop Fund	1,145,750.00	1,059,008.78	1,577,606.79	518,598.01	149.0%	
105 Affordable Housing Fund	12,783.74	16,376.16	17,435.11	1,058.95	106.5%	
107 HEALing SCARS Fund	10,190.57	10,190.57	10,190.57	0.00	100.0%	
300 Capital Improvement Fund	210,894.39	167,321.88	230,190.20	62,868.32		
311 First Street	0.00	0.00	0.00	0.00	0.0%	
312 Columbia Ave	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	
400 Water/Sewer Fund	2,214,182.03	3,291,492.48	4,149,503.04	858,010.56		
406 Wastewater Short Lived Asset Res. Fu	65,337.00	87,116.00	87,116.00		100.0%	
408 Wastewater Debt Reserve Fund	61,191.00	61,191.00	61,191.00		100.0%	
410 Wastewater System Upgrades	(487,411.80)	13,886,930.00	13,886,930.00		100.0%	
500 Equipment Service Fund	179,363.48	262,358.72	332,311.97	69,953.25		
630 Stevenson Municipal Court	762.87	0.00	0.00	0.00	0.0%	
Fund Revenues:	7,440,979.89	25,212,114.67	27,018,035.94	1,805,921.27	107.2%	
001 General Expense Fund	105,508.40	2,539,908.13	2,906,408.55	366,500.42	114.4%	
010 General Reserve Fund	0.00	334,314.62	335,258.75		100.3%	
020 Fire Reserve Fund	0.00	1,667,765.44	1,675,586.13	7,820.69		
030 ARPA	0.00	297,354.00	298,313.00		100.3%	
100 Street Fund	36,941.00	1,360,786.89	1,367,665.06	6,878.17		
103 Tourism Promo & Develop Fund	2,040.01	1,059,008.78	1,577,606.79	518,598.01		
105 Affordable Housing Fund	0.00	16,376.16	17,435.11	1,058.95		
107 HEALing SCARS Fund	0.00	10,190.57	10,190.57		100.0%	
300 Capital Improvement Fund	0.00	167,321.88	230,190.20	62,868.32	137.6%	
311 First Street	0.00	0.00	0.00	0.00	0.0%	
312 Columbia Ave	0.00	170,000.00	82,329.77	(87,670.23)	48.4%	
400 Water/Sewer Fund	133,000.63	3,291,492.48	4,149,503.04	858,010.56		
406 Wastewater Short Lived Asset Res. Fu	0.00	87,116.00	87,116.00		100.0%	
408 Wastewater Debt Reserve Fund	0.00	61,191.00	61,191.00		100.0%	
410 Wastewater System Upgrades	245,478.01	13,886,930.00	13,886,930.00		100.0%	
500 Equipment Service Fund	83,381.49	262,358.72	332,311.97	69,953.25		
630 Stevenson Municipal Court	524.37	0.00	0.00	0.00	0.0%	
Fund Expenditures:	606,873.91	25,212,114.67	27,018,035.94	1,805,921.27	107.2%	
Excess/(Deficit):	6,834,105.98	0.00	0.00			

#### LEGAL SERVICES AGREEMENT: CITY ATTORNEY SERVICES

This Agreement made and entered into this 14th day of February 2023, by and between the City of Stevenson, a municipal corporation, under the laws of the State of Washington (hereinafter referred to as "City"), and Robert C. Muth of Kilmer, Voorhees & Laurick, PC (hereinafter referred to as "Attorney"), whose address is: 2701 Vaughn Street, Suite 780, Portland, Oregon 97210.

**WHEREAS**, the City is a non-charter code city and a municipal corporation in the State of Washington; and

WHEREAS, Attorney is licensed to practice law in the State of Washington and is an experienced municipal attorney; and

**WHEREAS**, the City desires to engage Attorney to provide City Attorney services, and Attorney has agreed to offer his professional services to perform said legal work; and

**WHEREAS,** Attorney has represented by entering into this Agreement that he is fully qualified to perform the legal work to which he will be assigned in a competent and professional manner, and to the standards required by the City.

### NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby appoints Robert C. Muth as its City Attorney, and Robert C. Muth hereby agrees to accept this appointment. Attorney agrees to provide legal and other services as hereafter set forth in connection with this appointment and Agreement in a satisfactory and proper manner, as determined by the City.

### 1. Scope of Services and Payment:

- a. Attorney shall be responsible for performing all legal services for the City, except as set forth in Section 13 of this Agreement.
- b. The City hereby agrees to pay to Attorney as compensation for these legal services as follows:
  - (1) Seven Hundred Fifty Dollars (\$750.00) per month on the 1<sup>st</sup> day of each and every month as a retainer fee, and
  - (2) One Hundred Fifty Dollars (\$150.00) per hour for legal services performed by a legal assistant on the City's behalf, and
  - (3) Three Hundred Fifty Dollars (\$350.00) per hour for legal services performed by Attorney on the City's behalf, excluding Attorney's preparation for, attendance and travel to one regular monthly meeting of the Stevenson City Council, except as provided herein. Attorney may be excused from one (1) meeting per calendar year for personal reasons

and may accumulate up to two (2) such excused meetings.

c. In addition to the compensation set forth above, the City shall reimburse Attorney for all reasonable and necessary expenses which may be paid or incurred by him on behalf of the City in the bringing of any action, suit or proceeding or in the transaction of any and all City business. Such expenses include, but are not limited to: all filing fees, deposition expenses, service of process fees, and other expenses or third party costs incurred by Attorney in representation of the City or its duly elected or appointed officers. The City shall further reimburse Attorney for his transportation, food, lodging and registration costs of attendance for two WSAMA conferences per year, shared proportionally with Attorney's other municipal clients, which expenses shall be reimbursed in accordance with City policy.

#### 2. Relation of Parties:

Attorney, its sub-Contractors, agents and employees are independent Contractors performing professional services for the City and are not employees of the City. Attorney, its sub-Contractors, agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Attorney, sub-Contractors, agents and employees shall not have the authority to bind the City in any way except as may be specifically provided herein.

#### 3. Time of Performance:

The service of Attorney shall be of indefinite duration, subject to termination with or without cause, by either party upon 90 days written notice to the other party.

#### 4. Conflict of Interest:

Attorney shall devote all the time necessary to perform the services herein but shall not be prevented or barred from taking on other employment in his independent law practice, whether or not that employment is similar in nature to the services to be performed herein. However, Attorney shall not represent or advise employees of the City where the interest of the employee may be in conflict with that of the City. Attorney shall also not perform services for others where a conflict of interest or an ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist pursuant to Attorney's representation of the City herein. When such a conflict of interest or ethical violation may exist, Attorney shall immediately notify the City of such potential conflict or violation. Attorney shall then withdraw as counsel for the opposing party, as required to avoid any further conflict of interest or ethical violation, unless the City agrees to waive such conflict at its sole discretion.

### 5. Compensation and Schedule of Payments:

City shall pay Attorney at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated

and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein. Attorney shall submit monthly invoices to City covering both professional fees and reimbursable expenses, if any. Payments to Attorney shall be made within thirty (30) days from submission of each invoice.

City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Attorney agree that any amount paid in error by City does not constitute a rate change in the amounts agreed upon herein.

### 6. Ownership of Records and Documents:

All materials, writings and products produced by Attorney in the course of performing this Contract shall immediately become the joint property of City and Attorney. In consideration of the compensation provided for by this Agreement, Attorney hereby further assigns all copyright interests in such materials, writing and products to City. Attorney may retain a copy.

### 7. Suspension and Termination:

This Agreement may be terminated by either party pursuant to Section 3.

### **8.** Evaluation and Compliance with the Law:

Attorney shall have the authority to control and direct the performance and details of the services to be performed herein. Attorney agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

### 9. Liability and Hold Harmless:

Attorney shall take all precautions necessary and shall be responsible for the safety of his employees, agents, and sub-contractors in the performance of the work hereunder. All work shall be done at Attorney's risk. Attorney shall defend, indemnify, save and hold harmless the City, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from Attorney's negligent performance of this Agreement, except those which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns. The City shall defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from the City's negligence or claims (in contract, tort or otherwise) asserted based on Attorney's performance of the duties under this Agreement, except those which arise from the sole negligent acts or omissions of Attorney, its officers, agents, employees or assigns. If both the City and Attorney are concurrently negligent, the parties shall be required to indemnify and defend only in proportion to their separate negligence. The City shall also defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any and all claims arising out of the good faith performance of his duties for

services provided within the scope of this Agreement, and within the confines of applicable ethical rules and in compliance with existing law, but not arising out of acts performed outside of the scope of Attorney's requested services, or for any acts of misconduct or alleged violations of existing law.

### 10. Liability Insurance:

- a. Commercial General Liability, Professional Liability and Malpractice Insurance. Attorney shall obtain and keep in force Commercial General Liability insurance with a limit not less than \$2,000,000.00 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than \$300,000.00 for each attorney for each occurrence, and a \$5,000,000.00 General Aggregate Limit, for the entire term of this Agreement.
- b. <u>Worker's Compensation.</u> Attorney shall take out and maintain during the life of this Agreement, worker's compensation insurance for all its employees engaged in work under this Agreement who are required to be so covered by the laws of the State of Washington.
- c. <u>Employment Security</u>. Attorney shall comply with all employment security laws of the state in which services are provided and shall timely make all required payments in connection therewith.

### 11. Confidentiality:

Attorney agrees to keep all of the information provided by City in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public thorough a public records request and otherwise not subject to a specific exemption.

#### **12.** Qualifications:

Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

### 13. Non-Exclusive Contract and Excluded Services:

This is a non-exclusive contract. This Agreement does not include the provision of the following services: (1) Prosecution of crimes, which shall be provided by the City's Prosecuting Attorney under a separate Agreement; (2) Code enforcement matters, unless specifically requested by City. The parties acknowledge that it may be necessary from time to time for the City to retain other legal counsel. Legal matters requiring other counsel may include, but are not limited to bond issues, pension and deferred compensation matters, labor negotiations, employment matters, complex litigation, cases referred to attorneys selected

by City's insurers, and matters involving specialized areas of practice, such as land use issues, where the City's interest would be best served by retaining other counsel. In addition, other counsel may be required if Attorney has a conflict of interest, which precludes his representation of the City. The City may also employ an Assistant City Attorney through a separate Agreement, to assist the City and Attorney as needed.

#### 14. Notices:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed first-class mail, postage paid, as follows:

<u>City:</u>
City of Stevenson
7121 E. Loop Rd, PO Box 371
Stevenson, WA 98648

Robert C. Muth, PC Attorney at Law 2701 NW Vaughn St., Suite 780 Portland, OR 97210

### 15. Amendments/Non-Assignment:

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by both parties hereto. Any changes in the scope of services or compensation shall be mutually agreed upon between City and Attorney and shall be incorporated in written amendments to this Agreement. Attorney shall not assign or subcontract any portion of this Agreement without prior written consent of the City.

### 16. Scope of Agreement:

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

#### 17. Ratification:

Acts taken pursuant to this Agreement, but prior to its effective date, are hereby ratified and confirmed.

### 18. Governing Law/Venue:

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and governed by the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Skamania County, Washington.

[Signatures appear on next page]

DATED this day of	, 2023.
CITY OF STEVENSON, a Municipal Corporation:	KILMER, VOORHEES & LAURICK, PO
SCOTT ANDERSON, MAYOR	ROBERT C. MUTH, WSBA#49468
ATTEST:	
City Clerk Treasurer	



# City of Stevenson

Carolyn Sourek, Public Work Director

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: City Council

From: Carolyn Sourek, Public Work Director

RE: 725 NW Angel Heights Road Meeting Date: February 16, 2023

### **Executive Summary**:

The owners of parcel 03073633011900, Derek and Glenna Girtle, have requested a Type D Right Of Way permit to allow them to retain a rock wall construction within the City of Stevenson Right of Way (ROW) at 725 Angel Heights Road.

#### **Overview of Items:**

Figure 1 is a cross section of Angel Heights Road, near at the subject parcel, looking south. Angel Heights Road is currently classified as a Local Street, defined in Stevenson Engineering Standards (SES) under Volume 1, Chapter 2.00(D) as "designed specifically to have high accessibility and to connect collector and arterial roads, and are typically not used for through traffic."



Figure 1 – Angel Heights Road Looking South

Per Table 2.03A of the SES Volume 1, local streets should have a total ROW width of 50 ft, with 28 ft of pavement, including (2) 10 ft drive lanes, and (1) 8 ft parking lane. Additionally, within the ROW should be (1) 6 ft minimum sidewalk, and (1) 3 ft wide planter strip.

The subject parcel is located at the end of Angel Heights Road, the wall being within the cul-de-sac section of the roadway. The ROW designated at the cul-de-sac is circular, with a 50 ft radius, while the

street (with sidewalk) is only constructed as a 47 ft radius, leaving an additional 3 ft of ROW from back of sidewalk.

The straight section of Angel Heights Road at the subject parcel ROW is 60 ft, with (2) drive lanes and parking available on one of the street. Additionally, sidewalks are provided on both sides of the street. The straight section of street (with sidewalk) is constructed as 44 ft wide, leaving an additional 8 ft of ROW from back of sidewalk.

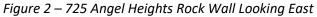




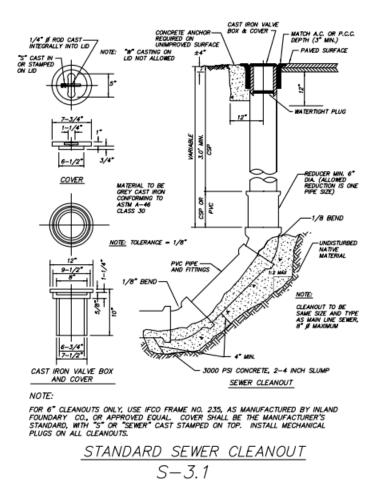
Figure 3 – 725 Angel Heights Rock Wall Looking South



Figures 2 and 3 are photos taken of the rock wall along the subject parcel. Note the rock wall was built to the edge of sidewalk.

The parcel's sewer cleanout was installed within the ROW in the cul-de-sac section of the parcel frontage. Given the nature of the wall, the City would like to have the owner install a concrete collar as provided in City of Stevenson Standard Detail S-3.1 in Figure 4.

Figure 4 Sewer Cleanout Concrete Collar Detail



Chapter 12.02.060 of the Stevenson City Code establishes this type of ROW use as a Type D – Long-Term and Permanent Uses by Agreement and Approval by Council, as the rock wall is a "structure" that will likely have a useful life exceeding five years [12.02.060(D)(2)(a)], as well as would likely cost over one hundred dollars to remove [12.02.060(D)(2)(b)].

### **Action Needed:**

Approve City of Stevenson Type D Right of Way Permit for 725 Angel Heights rock wall to remain within City ROW, conditional upon the installation of a protective concrete collar around the sewer cleanout, and removable at parcel owner's expense if issues with any city infrastructure is observed.



No. <u>23-01</u> Fee. <u>\$25</u> Type. A □ B □ C □ D ⊠

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

# **RIGHT OF WAY USE PERMIT**

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. **PERMISSION IS HEREBY GRANTED TO (Permittee) Derek and Glenna Girtle; 725 Angel Heights Rd.** 

To: Construct and maintain rock wall from back of sidewalk to edge of ROW.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

You are being issued a specific permit type. Review subsection 12.02.060 Right-of-way use permits of the City of Stevenson Municipal Code for more information.

Additional Requirements: Construct concrete collar on sewer cleanout per standard detail S-3.1. Do not impede sight distance at driveway approach. Use appropriate erosion and sediment control BMPs on disturbed soils. This permit may be revoked at any time. If required, any improvements in the ROW must be removed at City direction and at the expense of the permittee.

The undersigned Permitee hereby accepts this permit subject to the terms and conditions as herein set forth.

PERMITEE	
Signature	
Name (Printed)	Planning Approval (if Applicable):
City of Stevenson, Public Works Director	City of Stevenson Planning Director

#### **ORDINANCE NO. 1027**

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

#### **GENERAL PROVISIONS APPLICABLE TO ALL PERMITS**

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgement after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of it's roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

# **Fund Totals**

City Of Stevenson

Time: 08:00:00 Date: 02/10/2023

01/01/2023 To: 01/31/2023

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	1,541,738.42	83,780.40	105,508.40	1,520,010.42	1,091.15	11,160.96	-18.51	1,532,244.02
010 General Reserve Fund	335,258.75	898.10		336,156.85	0.00	0.00	0.00	336,156.85
020 Fire Reserve Fund	1,650,586.13	5,009.97		1,655,596.10	0.00	0.00	0.00	1,655,596.10
030 ARPA	298,313.00	0.00		298,313.00	0.00	0.00	0.00	298,313.00
100 Street Fund	75,740.56	34,612.79	36,941.00	73,412.35	1,212.75	960.06	-48.05	75,537.11
103 Tourism Promo & Develop Fund	1,104,606.79	41,143.21	2,040.01	1,143,709.99	5,000.00	135.48	-3.21	1,148,842.26
105 Affordable Housing Fund	12,435.11	348.63		12,783.74	0.00	0.00	0.00	12,783.74
107 HEALing SCARS Fund	10,190.57	0.00		10,190.57	0.00	0.00	0.00	10,190.57
300 Capital Improvement Fund	210,190.20	704.19		210,894.39	0.00	0.00	0.00	210,894.39
312 Columbia Ave	-63,287.48	63,287.48		0.00	0.00	0.00	0.00	0.00
400 Water/Sewer Fund	1,958,313.91	177,336.67	133,000.63	2,002,649.95	14,260.98	4,080.31	-1,371.86	2,019,619.38
406 Wastewater Short Lived Asset Res. Fund	65,337.00	0.00		65,337.00	0.00	0.00	0.00	65,337.00
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	-1,179,179.71	691,767.91	245,478.01	-732,889.81	0.00	0.00	0.00	-732,889.81
500 Equipment Service Fund	157,311.97	22,051.51	83,381.49	95,981.99	85.00	494.35	-22.15	96,539.19
630 Stevenson Municipal Court	0.00	524.37	524.37	0.00	0.00	0.00	0.00	0.00
	6,238,746.22	1,121,465.23	606,873.91	6,753,337.54	21,649.88	16,831.16	-1,463.78	6,790,354.80

# **Account Totals**

City Of Stevenson

Time: 08:00:00 Date: 02/10/2023

Page:

2

01/01/2023 To: 01/31/2023

Cash A	Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 10 11 12	Checking Xpress Bill Pay Cash Drawer Petty Cash	124,547.67 65,032.62 100.00 400.00	1,120,833.51 34,546.58 0.00 0.00	586,217.75 70,000.00 0.00 0.00	659,163.43 29,579.20 100.00 400.00	-860.83 -602.95 0.00 0.00	38,481.04 0.00 0.00 0.00	696,783.64 28,976.25 100.00 400.00
	Total Cash:	190,080.29	1,155,380.09	656,217.75	689,242.63	-1,463.78	38,481.04	726,259.89
Invest	ment Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5 6	LGIP US Bank Safekeeping	4,133,201.38 1,915,464.55	15,428.98 0.00	0.00 0.00	4,148,630.36 1,915,464.55	0.00 0.00	0.00 0.00	4,148,630.36 1,915,464.55
	Total Investments:	6,048,665.93	15,428.98	0.00	6,064,094.91	0.00	0.00	6,064,094.91
		6,238,746.22	1,170,809.07	656,217.75	6,753,337.54	-1,463.78	38,481.04	6,790,354.80

# Fund Investments By Account

01/01/2023 To: 01/31/2023

City Of Stevenson

Time: 08:00:00 Date:

02/10/2023

Page:

3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	562,728.30	410,000.00	2,100.63	412,100.63		974,828.93
010 000 General Reserve Fund	122,782.26		458.34	458.34		123,240.60
020 000 Fire Reserve Fund	988,684.40	25,000.00	3,690.70	28,690.70		1,017,375.10
100 000 Street Fund	171,472.90		640.10	640.10	150,000.00	22,113.00
103 000 Tourism Promo & Develop Fund	474,742.30	300,000.00	1,772.18	301,772.18		776,514.48
300 000 Capital Improvement Fund	174,439.71		651.17	651.17		175,090.88
400 000 Water/Sewer Fund	1,507,442.73		5,627.19	5,627.19	535,000.00	978,069.92
500 000 Equipment Service Fund	130,908.78		488.67	488.67	50,000.00	81,397.45
5 - LGIP	4,133,201.38	735,000.00	15,428.98	750,428.98	735,000.00	4,148,630.36
001 000 General Expense Fund	426,045.00					426,045.00
010 000 General Reserve Fund	211,908.38					211,908.38
020 000 Fire Reserve Fund	635,725.10					635,725.10
103 000 Tourism Promo & Develop Fund	320,417.69					320,417.69
300 000 Capital Improvement Fund	25,549.13					25,549.13
400 000 Water/Sewer Fund	285,600.57					285,600.57
500 000 Equipment Service Fund	10,218.68					10,218.68
6 - US Bank Safekeeping	1,915,464.55	0.00	0.00			1,915,464.55
	6,048,665.93	735,000.00	15,428.98	750,428.98	735,000.00	6,064,094.91

#### **Fund Investment Totals**

City Of Stevenson

001 General Expense Fund

010 General Reserve Fund

107 HEALing SCARS Fund 300 Capital Improvement Fund

400 Water/Sewer Fund

103 Tourism Promo & Develop Fund 105 Affordable Housing Fund

408 Wastewater Debt Reserve Fund 410 Wastewater System Upgrades

500 Equipment Service Fund

406 Wastewater Short Lived Asset Res. Fund

020 Fire Reserve Fund

Fund Totals:

030 ARPA

100 Street Fund

Time: 08:00:00 Date:

200,640.01

1,263,670.49

6,064,094.91

Page:

02/10/2023

4

01/01/2023 To: 01/31/2023

**Previous Balance** 

988,773.30

334,690.64

171,472.90

795,159.99

199,988.84

1,793,043.30

6,048,665.93

1,624,409.50

**Purchases** Interest Ttl Investments Liquidated Investment Bal Available Cash 410,000.00 2,100.63 412,100.63 1,400,873.93 119,136.49 458.34 458.34 335,148.98 1,007.87 2,495.90 25,000.00 3,690.70 28,690.70 1,653,100.20 0.00 298,313.00 640.10 640.10 22,113.00 51,299.35 150,000.00 300,000.00 301,772.18 46,777.82 1,772.18 1,096,932.17 0.00 12,783.74 0.00 10,190.57

535,000.00

735,000.00

0.00 65,337.00 0.00 61,191.00 0.00 -732,889.81 141,127.46 488.67 488.67 50,000.00 91,616.13 4,365.86

651.17

5,627.19

750,428.98

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

735,000.00

651.17

5,627.19

15,428.98

6,753,337.54

689,242.63

10,254.38

738,979.46

# Outstanding Vouchers 01/01/2023 To: 01/31/2023

As Of: 01/31/2023 Date:

02/10/2023

City Of Stevenson

08:00:00 Page: Time: Trans# Date War# Vendor Amount Memo Year Type Acct# 2023 1 0.11 December 2022 Allstream Business 219 01/31/2023 Tr Rec Telephone Tax Vendor 2023 220 01/31/2023 Tr Rec 1 Gordon Rosander 319.38 January 2023 Distribution 2023 222 01/31/2023 Util Pay 1 **Xpress Billpay** 541.34 Xpress Import - CC - 01-31-2023\_daily\_batch.csv Receipts Outstanding: 860.83 2023 211 01/31/2023 Pavroll 1 EFT State of WA Dept of Social & Health Serv 829.30 Pay Cycle(s) 01/31/2023 To 01/31/2023 - WA Child Support 2023 207 01/31/2023 **Payroll** 1 EFT Colonial Life 110.97 Pay Cycle(s) 01/31/2023 To 01/31/2023 - Disability; Pay Cycle(s) 01/31/2023 To 01/31/2023 - Life Insurance 2023 210 01/31/2023 **Payroll** 1 EFT HRA VEBA Trust Contributions 550.00 Pay Cycle(s) 01/31/2023 To 01/31/2023 - HRA VEBA 2023 01/31/2023 Payroll 1 Department of Retirement Systems 13,834.37 Pay Cycle(s) 01/31/2023 To 01/31/2023 - PERS2; Pay Cycle(s) 01/31/2023 To 01/31/2023 - DCP 2021 12/12/2021 3014 Pavroll 1 15591 Chelsey M Farris 134.83 2021 Volunteer FF Pay 2022 1564 06/30/2022 1 16098 Michael D Johnson 137.86 PP 06.01.22-06.30.22 Payroll 2022 2547 10/12/2022 Claims 1 16359 SCSD Swimming Pool 1,359.63 1079.0 - 330 NW GROPPER ROAD 2022 3065 12/08/2022 Pavroll 1 16483 Pehr F Collins 225.33 2022 Volunteer FF Pay 2022 3076 12/08/2022 Payroll 1 16491 Adam M Johnston 138.52 2022 Volunteer FF Pay 2022 3319 12/31/2022 Claims 1 16584 Skamania Lawyer PLLC 635.00 December 2022 Statement 2022 3341 12/31/2022 Claims 1 16591 CGTA 5,000.00 2022 Regional Tourism Advancement 2022 3343 12/31/2022 1 Claims 16593 City of Hood River 12,660.95 4th Quarter Sludge Hauling 2022 3354 12/31/2022 Claims 1 16604 Mobley Engineering dba Lancaster Mobley 1,114.00 Stevenson City Wide Traffic Study 2022 3365 12/31/2022 Claims 1 16615 US Bank Safekeeping December 2022 US Bank Safekeeping Fees 2022 3368 12/31/2022 Claims 1 16618 Verizon Wireless 111.30 December 2022 Cell Phone Costs 2023 96 01/19/2023 16621 American Public Works Association Claims 1 254.00 Membership-Carolyn 2023 114 01/19/2023 Claims 1 16639 Skamania County Chamber of Commerce 400.00 2023 Annual Membership Dues 2023 115 01/19/2023 Claims 16640 Skamania County Community Health Hep B for Carson Whitney 2023 195 01/31/2023 Payroll 1 16650 Michael D Johnson 275.30 PP 01.01.23-01.31.23 2023 01/31/2023 **Payroll** 1 275.30 16651 Kristy A McCaskell PP 01.01.23-01.31.23 2023 212 01/31/2023 Pavroll 1 16652 City of Stevenson 319.38 Pay Cycle(s) 01/31/2023 To 01/31/2023 - City **Payback** 38,481.04 2023 213 01/30/2023 Util Pav 10 **Xpress Billpay** Xpress Import - EFT - 01-30-2023\_daily\_batch.csv 10 2023 214 01/30/2023 Util Pav Xpress Billpay Xpress Import - CheckFree - 01-30-2023\_daily\_batcl 2023 01/31/2023 Util Pay 10 **Xpress Billpay** 44.84 Xpress Import - EFT - 01-31-2023\_daily\_batch.csv 2023 224 01/31/2023 **Util Pay** 10 **Xpress Billpay** Xpress Import - Metavante - 01-31-2023\_daily\_b 2023 01/31/2023 Util Pay 10 **Xpress Billpay** 140.00 Xpress Import - iPay - 01-31-2023 daily batch.cs

# Outstanding Vouchers 01/01/2023 To: 01/31/2023

City Of Stevenson

As Of: 01/31/2023 Date: 02/10/2023

Time: 08:00:00 Page: 6

Year	Trans#	Date	Type	Acct#	War# Vendor			Amount	Memo
2023	226	01/31/2023	Util Pay	10	Xpress Billpay			76.00	Xpress Import - CheckFree - 01-31-2023_daily_batcl
						Receipts Outsta	anding:	602.95	
								38,481.04	
Fund						Claims	Payroll	То	tal
001 6	Seneral E	xpense Func	l			1,091.15	11,160.96	12,252.	11
100 S	treet Fur	nd				1,212.75	960.06	2,172.	81
103 T	ourism F	Promo & Dev	elop Fund			5,000.00	135.48	5,135.	48
400 V	Vater/Se	wer Fund				14,260.98	4,080.31	18,341	29
500 E	quipmer	nt Service Fu	nd		_	85.00	494.35	579.	35
						21,649.88	16,831.16	38,481.	04

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# TREASURER'S REPORT

Signature Page

City Of Stevenson Time: 08:00:00 Date: 02/10/2023 01/01/2023 To: 01/31/2023 Page: 7

City Administrator / Date

City Of Stevenson Time: 15:21:15 Date: 02/09/2023

			Page:	<u>'</u>
001 General Expense Fund		<u>(</u>	01/01/2023 To: 12	/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	1,090,689.05	1,457,189.47	(366,500.42)	133.6%
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	1,175,238.00	1,541,738.42	(366,500.42)	131.2%
311 Property Tax	546,401.90	6,040.89	540,361.01	1.1%
313 Sales Tax	328,000.00	34,091.98	293,908.02	10.4%
316 Utility Tax	32,000.00	23,943.05	8,056.95	74.8%
317 Other Tax	16,000.00	3,049.97	12,950.03	19.1%
310 Taxes	922,401.90	67,125.89	855,276.01	7.3%
2011	2 000 00	202.50	2/1750	0.70/
321 Licenses	2,900.00	282.50	2,617.50	9.7%
322 Permits	0.00	0.00	0.00	0.0%
320 Licenses & Permits	2,900.00	282.50	2,617.50	9.7%
000	19,800.00	0.00	19,800.00	0.0%
330 Grants	52,000.00	0.00	52,000.00	0.0%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Taxe	18,653.42	4,103.46	14,549.96	22.0%
330 Intergovernmental Revenues	101,453.42	4,103.46	97,349.96	4.0%
341 Admin, Printing & Probation Fees	280,014.81	379.81	279,635.00	0.1%
342 Fire District 2	32,700.00	8,428.09	24,271.91	25.8%
345 Planning	4,500.00	1,270.00	3,230.00	28.2%
376 Parks	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	317,214.81	10,077.90	307,136.91	3.2%
· · ·				
350 Fines & Penalties	12,700.00	1,041.26	11,658.74	8.2%
360 Interest & Other Earnings	8,000.00	3,147.88	4,852.12	39.3%
Fund Revenues:	2,539,908.13	1,627,517.31	912,390.82	64.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	37,000.00	1,492.48	35,507.52	4.0%
512 Judical	60,510.00	3,663.12	56,846.88	6.1%
513 Executive	147,076.60	10,131.07	136,945.53	6.9%
514 Financial, Recording & Elections	137,200.54	16,120.92	121,079.62	11.7%
515 Legal Services	16,500.00	0.00	16,500.00	0.0%
517 Employee Benefit Programs	10,525.00	0.00	10,525.00	0.0%
518 Centralized Services	176,723.32	37,672.86	139,050.46	21.3%
521 Law Enforcement	228,846.03	16,912.62	211,933.41	7.4%
202 Fire Department	105,207.50	4,006.46	101,201.04	3.8%
203 Fire District 2	30,750.00	0.00	30,750.00	0.0%
522 Fire Control	135,957.50	4,006.46	131,951.04	2.9%
528 Dispatch Services	6,000.00	0.00	6,000.00	0.0%
551 Public Housing Services	0.00	0.00	0.00	0.0%
553 Conservation	500.00	0.00	500.00	0.0%
550 Building	15,000.00	0.00	15,000.00	0.070
560 Planning	284,855.00	10,753.33	274,101.67	3 226
300 · ·ag	_0.,000.00	. 5,, 55.55	_, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

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001 General Expense Fund			01/01/2023 To: 12/	31/2023
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
570 Economic Development	27,685.00	0.00	27,685.00	0.0%
558 Planning & Community Devel	327,540.00	10,753.33	316,786.67	3.3%
562 Public Health 565 Welfare 566 Substance Abuse 573 Cultural & Community Activities 576 Park Facilities 580 Non Expeditures 597 Interfund Transfers 100 Unreserved 102 Unemployment Reserve 104 Custodial Reserve	10,000.00 10,000.00 150.00 500.00 57,700.00 0.00 175,000.00 917,630.01 33,414.00 51,135.13	0.00 0.00 0.00 0.00 5,235.01 (479.47) 0.00 0.00 0.00	10,000.00 10,000.00 150.00 500.00 52,464.99 479.47 175,000.00 917,630.01 33,414.00 51,135.13	0.0% 0.0% 0.0% 0.0% 9.1% 0.0% 0.0% 0.0%
999 Ending Balance	1,002,179.14	0.00	1,002,179.14	0.0%
Fund Expenditures:	2,539,908.13	105,508.40	2,434,399.73	4.2%
Fund Excess/(Deficit):	0.00	1,522,008.91		

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010 General Reserve Fund			01/01/2023 To: 12	2/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings	334,314.62 0.00	335,258.75 898.10	, ,	100.3%
Fund Revenues:	334,314.62	336,156.85	(1,842.23)	100.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	334,314.62	0.00	334,314.62	0.0%
Fund Expenditures:	334,314.62	0.00	334,314.62	0.0%
Fund Excess/(Deficit):	0.00	336,156.85		

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020 Fire Reserve Fund	<u></u>		01/01/2023 To: 12	/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings 397 Interfund Transfers	1,642,765.44 0.00 25,000.00	1,650,586.13 5,009.97 0.00	(7,820.69) (5,009.97) 25,000.00	100.5% 0.0% 0.0%
Fund Revenues:	1,667,765.44	1,655,596.10	12,169.34	99.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,667,765.44	0.00	1,667,765.44	0.0%
Fund Expenditures:	1,667,765.44	0.00	1,667,765.44	0.0%
Fund Excess/(Deficit):	0.00	1,655,596.10		

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030 ARPA	_		01/01/2023 To: 12	2/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues	297,354.00 0.00	298,313.00 0.00	(959.00) 0.00	100.3% 0.0%
Fund Revenues:	297,354.00	298,313.00	(959.00)	100.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	297,354.00	0.00	297,354.00	0.0%
Fund Expenditures:	297,354.00	0.00	297,354.00	0.0%
Fund Excess/(Deficit):	0.00	298,313.00		

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100 Street Fund	<u></u>		01/01/2023 To: 12	/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	68,862.39	75,740.56	(6,878.17)	110.0%
310 Taxes	418,000.00	31,819.38	386,180.62	7.6%
320 Licenses & Permits	600.00	25.00	575.00	4.2%
330 Intergovernmental Revenues	723,324.50	2,128.31	721,196.19	0.3%
360 Interest & Other Earnings	0.00	640.10	(640.10)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
397 Interfund Transfers	150,000.00	0.00	150,000.00	0.0%
Fund Revenues:	1,360,786.89	110,353.35	1,250,433.54	8.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	572,066.06	21,204.05	550,862.01	3.7%
543 Streets Admin & Overhead	121,582.50	15,736.95	105,845.55	12.9%
544 Road & Street Operations	25,000.00	0.00	25,000.00	0.0%
566 Substance Abuse	0.00	0.00	0.00	0.0%
594 Capital Expenditures	566,047.00	0.00	566,047.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
999 Ending Balance	76,091.33	0.00	76,091.33	0.0%
Fund Expenditures:	1,360,786.89	36,941.00	1,323,845.89	2.7%
Fund Excess/(Deficit):	0.00	73,412.35		

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103 Tourism Promo & Develop Fund			01/01/2023 To: 12	/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	586,008.78 473,000.00 0.00	1,104,606.79 38,706.09 2,437.12	(518,598.01) 434,293.91 (2,437.12)	188.5% 8.2% 0.0%
Fund Revenues:	1,059,008.78	1,145,750.00	(86,741.22)	108.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities 594 Capital Expenditures 999 Ending Balance	432,628.27 82,000.00 544,380.51	2,040.01 0.00 0.00	430,588.26 82,000.00 544,380.51	0.5% 0.0% 0.0%
Fund Expenditures:	1,059,008.78	2,040.01	1,056,968.77	0.2%
Fund Excess/(Deficit):	0.00	1,143,709.99		

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12,783.74

0.00

8 01/01/2023 To: 12/31/2023 105 Affordable Housing Fund Revenues Amt Budgeted Revenues Remaining 308 Beginning Balances 11,376.16 12,435.11 (1,058.95)109.3% 310 Taxes 5,000.00 7.0% 348.63 4,651.37 Fund Revenues: 16,376.16 12,783.74 3,592.42 78.1% Expenditures Amt Budgeted Expenditures Remaining 999 Ending Balance 0.00 16,376.16 0.0% 16,376.16 Fund Expenditures: 0.0% 16,376.16 0.00 16,376.16

Fund Excess/(Deficit):

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107 HEALing SCARS Fund			01/01/2023 To: 12	2/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings	10,190.57 0.00	10,190.57 0.00	0.00 0.00	100.0% 0.0%
Fund Revenues:	10,190.57	10,190.57	0.00	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	10,190.57	0.00	10,190.57	0.0%
Fund Expenditures:	10,190.57	0.00	10,190.57	0.0%
Fund Excess/(Deficit):	0.00	10,190.57		

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10 300 Capital Improvement Fund 01/01/2023 To: 12/31/2023 Revenues Amt Budgeted Revenues Remaining 308 Beginning Balances 147,321.88 210,190.20 (62,868.32) 142.7% 20,000.00 20,000.00 0.0% 310 Taxes 0.00 360 Interest & Other Earnings 0.00 704.19 (704.19)0.0% Fund Revenues: 167,321.88 210,894.39 (43,572.51) 126.0% Expenditures Amt Budgeted Expenditures Remaining 597 Interfund Transfers 0.00 0.00 0.00 0.0% 999 Ending Balance 167,321.88 0.00 167,321.88 0.0% Fund Expenditures: 167,321.88 0.00 167,321.88 0.0% Fund Excess/(Deficit): 0.00 210,894.39

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311 First Street			01/01/2023 To: 12/	31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues 397 Interfund Transfers	0.00 0.00 0.00	0.00 0.00 0.00		0.0% 0.0% 0.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures 999 Ending Balance	0.00 0.00	0.00 0.00		0.0% 0.0%
Fund Expenditures:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

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12 01/01/2023 To: 12/31/2023 312 Columbia Ave Amt Budgeted Revenues Revenues Remaining 308 Beginning Balances 0.00 (63,287.48)63,287.48 0.0% 330 Intergovernmental Revenues 170,000.00 37.2% 63,287.48 106,712.52 Fund Revenues: 170,000.00 0.00 170,000.00 0.0% Expenditures Amt Budgeted Expenditures Remaining 594 Capital Expenditures 170,000.00 0.00 170,000.00 0.0% 999 Ending Balance 0.00 0.0% 0.00 0.00 Fund Expenditures: 170,000.00 0.00 170,000.00 0.0% Fund Excess/(Deficit): 0.00 0.00

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400 Water/Sewer Fund		01/01/2023 To: 12/31/20		
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer	430,384.64	1,151,234.64	(720,850.00)	267.5%
401 Water	352,238.95	631,301.09	(279,062.14)	179.2%
402 Sewer	317,679.76	175,778.18	141,901.58	55.3%
308 Beginning Balances	1,100,303.35	1,958,313.91	(858,010.56)	178.0%
343 Water	761,675.00	84,121.33	677,553.67	11.0%
344 Sewer	1,322,308.13	151,334.77	1,170,973.36	11.4%
340 Charges For Goods & Services	2,083,983.13	235,456.10	1,848,527.03	11.3%
343 Water	46,674.00	0.00	46,674.00	0.0%
344 Sewer	56,532.00	0.00	56,532.00	0.0%
400 Water/Sewer	4,000.00	6,219.87	(2,219.87)	155.5%
360 Interest & Other Earnings	107,206.00	6,219.87	100,986.13	5.8%
380 Non Revenues	0.00	0.00	0.00	0.0%
Fund Revenues:	3,291,492.48	2,199,989.88	1,091,502.60	66.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	876,312.89	67,881.51	808,431.38	7.7%
535 Sewer	1,117,448.58	65,124.36	1,052,324.22	5.8%
534 Water	60,854.54	0.00	60,854.54	0.0%
535 Sewer	82,249.20	0.00	82,249.20	0.0%
591 Debt Service	143,103.74	0.00	143,103.74	0.0%
594 Capital Expenditures	272,160.00	(5.24)	272,165.24	0.0%
597 Interfund Transfers	421,779.00	0.00	421,779.00	0.0%
400 Water/Sewer	249,563.56	0.00	249,563.56	0.0%
401 Water	136,912.95	0.00	136,912.95	0.0%
402 Sewer	74,211.76	0.00	74,211.76	0.0%
999 Ending Balance	460,688.27	0.00	460,688.27	0.0%
Fund Expenditures:	3,291,492.48	133,000.63	3,158,491.85	4.0%
Fund Excess/(Deficit):	0.00	2,066,989.25		

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65,337.00

14 01/01/2023 To: 12/31/2023 406 Wastewater Short Lived Asset Res. Fund Revenues Amt Budgeted Revenues Remaining 308 Beginning Balances 65,337.00 65,337.00 0.00 100.0% 397 Interfund Transfers 21,779.00 21,779.00 0.0% 0.00 Fund Revenues: 87,116.00 65,337.00 21,779.00 75.0% Expenditures Amt Budgeted Expenditures Remaining 999 Ending Balance 0.00 87,116.00 0.0% 87,116.00 Fund Expenditures: 87,116.00 0.0% 0.00 87,116.00

0.00

Fund Excess/(Deficit):

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408 Wastewater Debt Reserve Fund			01/01/2023 To: 12	2/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	61,191.00 0.00	61,191.00 0.00	0.00 0.00	100.0%
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		

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410 Wastewater System Upgrades			01/01/2023 To: 12/	31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues 390 Other Financing Sources 397 Interfund Transfers	0.00 2,320,344.00 11,166,586.00 400,000.00	(1,179,179.71) 0.00 691,767.91 0.00	1,179,179.71 2,320,344.00 10,474,818.09 400,000.00	0.0% 0.0% 6.2% 0.0%
Fund Revenues:	13,886,930.00	(487,411.80)	14,374,341.80	3.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
592 Debt Service - Interest Costs 594 Capital Expenditures 999 Ending Balance	0.00 13,886,930.00 0.00	0.00 245,478.01 0.00	0.00 13,641,451.99 0.00	0.0% 1.8% 0.0%
Fund Expenditures:	13,886,930.00	245,478.01	13,641,451.99	1.8%
Fund Excess/(Deficit):	0.00	(732,889.81)		

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500 Equipment Service Fund			01/01/2023 To: 12	/31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 340 Charges For Goods & Services 360 Interest & Other Earnings 390 Other Financing Sources	87,358.72 175,000.00 0.00 0.00	157,311.97 21,541.65 509.86 0.00	(69,953.25) 153,458.35 (509.86) 0.00	180.1% 12.3% 0.0% 0.0%
Fund Revenues:	262,358.72	179,363.48	82,995.24	68.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services 594 Capital Expenditures 999 Ending Balance	141,544.23 100,000.00 20,814.49	14,424.72 68,956.77 0.00	127,119.51 31,043.23 20,814.49	10.2% 69.0% 0.0%
Fund Expenditures:	262,358.72	83,381.49	178,977.23	31.8%
Fund Excess/(Deficit):	0.00	95,981.99		

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			9	
630 Stevenson Municipal Court			01/01/2023 To: 12/	31/2023
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 380 Non Revenues	0.00 0.00	0.00 762.87	0.00 (762.87)	0.0% 0.0%
Fund Revenues:	0.00	762.87	(762.87)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expeditures 999 Ending Balance	0.00 0.00	524.37 0.00	(524.37) 0.00	0.0% 0.0%
Fund Expenditures:	0.00	524.37	(524.37)	0.0%
Fund Excess/(Deficit):	0.00	238.50		

# 2023 BUDGET POSITION TOTALS

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	2,539,908.13	1,627,517.31	64.1%	2,539,908.13	105,508.40	4%
010 General Reserve Fund	334,314.62	336,156.85	100.6%	334,314.62	0.00	0%
020 Fire Reserve Fund	1,667,765.44	1,655,596.10	99.3%	1,667,765.44	0.00	0%
030 ARPA	297,354.00	298,313.00	100.3%	297,354.00	0.00	0%
100 Street Fund	1,360,786.89	110,353.35	8.1%	1,360,786.89	36,941.00	3%
103 Tourism Promo & Develop Fund	1,059,008.78	1,145,750.00	108.2%	1,059,008.78	2,040.01	0%
105 Affordable Housing Fund	16,376.16	12,783.74	78.1%	16,376.16	0.00	0%
107 HEALing SCARS Fund	10,190.57	10,190.57	100.0%	10,190.57	0.00	0%
300 Capital Improvement Fund	167,321.88	210,894.39	126.0%	167,321.88	0.00	0%
311 First Street	0.00	0.00	0.0%	0.00	0.00	0%
312 Columbia Ave	170,000.00	0.00	0.0%	170,000.00	0.00	0%
400 Water/Sewer Fund	3,291,492.48	2,199,989.88	66.8%	3,291,492.48	133,000.63	4%
406 Wastewater Short Lived Asset Re	s 87,116.00	65,337.00	75.0%	87,116.00	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	13,886,930.00	-487,411.80	-3.5%	13,886,930.00	245,478.01	2%
500 Equipment Service Fund	262,358.72	179,363.48	68.4%	262,358.72	83,381.49	32%
630 Stevenson Municipal Court	0.00	762.87	0.0%	0.00	524.37	0%
	25.212.114.67	7.426.787.74	29.5%	25.212.114.67	606.873.91	2.4%

#### **DRAFT MINUTES**

# Stevenson Planning Commission Meeting Monday, December 12, 2022 6:00 PM

In Person: Attendees at City Hall followed current CDC and State guidance regarding use of masks, social distancing, and attendance.

Planning Commission Chair Jeff Breckel called the meeting to order at 6:05 p.m.

Attending: City Development Director Ben Shumaker; Planning Commission Chair Jeff Breckel, Commissioners Auguste Zettler, Charles Hales. A quorum was present.

Public attendees: Mary Repar, Mike Beck

#### A. PRELIMINARY MATTERS

#### 1. Public Comment Expectations:

**PC Chair Breckel** asked **Community Development Director Ben Shumaker** to provide participants information on providing public comments. Commenters must raise their hand and be acknowledged by the Chair. Individual comments may be limited to 3 minutes. He explained the tools to use for remote participants: \*6 to mute/unmute & \*9 to raise hand.

#### 2. Public Comment Period: (For items not located elsewhere on the agenda)

>Mary Repar and Mike Beck commented on snow removal procedures in Stevenson.

The Planning Commission agreed to have **Community Development Director Shumaker** send a letter to the City Council detailing their concerns about snow removal within the City. **Planning Commission Chair Breckel** suggested contacting the business community and the Stevenson Downtown Association regarding sidewalk snow removal in front of businesses.

>Mary Repar reported the upcoming Columbia Gorge Commission meeting would be addressing climate change issues. She asked what plans the city of Stevenson and/or the Planning Commission had regarding climate change.

**Planning Commission Chair Breckel** related only water resources had been considered. **Community Development Director Shumaker** advised the city monitors Gorge Commission actions that directly affect Stevenson, such as the urban area boundary policies. A brief discussion followed on the benefits of participation in future Commission meetings to stay informed of their policy work.

3. Minutes: October 10th and November 14th, 2022 Planning Commission Meeting Minutes

**MOTION** to approve the minutes from the October 10th, 2022 Planning Commission meetings was made by **Commissioner Hales**, seconded by **Commissioner Zettler**.

• Voting aye: Commissioners Breckel, Zettler, Hales.

The minutes from the Nov. 14th, 2022 Planning Commission were approved following a motion by **Commissioner Zettler**, seconded by **Commissioner Hales**.

#### **B. New Business**

None presented

#### C. Old Business

4. Annexation Policy Kickoff: Consider Scope and Conscientious Public Involvement Expectations for Annexation Policy Development

**Planning Commission Chair Breckel** noted he had reviewed past Planning Commission efforts on annexation and highlighted work done previously.

**Community Development Director Shumaker** pointed to page 12 of the meeting packet regarding how to best encourage public involvement in the current annexation discussions. He relayed the staff recommendation to have a policy in place by mid-2023.

> Mike Beck and Mary Repar shared comments regarding annexation.

All determined a cooperative, coordinated undertaking between the city and the county in developing a clear policy and framework for property owners wishing to pursue annexation was important. Addressing concerns about cost and extension of services/infrastructure was discussed, as well as what benefits property owners could gain through annexation.

**Commissioner Zettler** stressed the importance of presenting annexation as a voluntary rather than mandatory process. He suggested a checklist or set of criteria for property owners interested in annexation to use would be valuable.

**Community Development Director Shumaker** will compose a letter to Skamania County planning officials inviting them to a meeting with city officials to jointly discuss annexation.

**PC Chair Breckel** proposed a series of listening sessions be held, and suggested questions focusing on annexation be asked to initiate public response. It was agreed extensive public involvement for all city and county residents should be encouraged. Contacting those that recently indicated interest in the subject was seen as a good place to begin the public dialogue.

**MOTION** to establish an annexation sub-committee chaired by **Commissioner Hales** in order to further define the issue and recommend an appropriate public engagement strategy was made by **Commissioner Zettler**, seconded by **Commissioner Hales**.

• Voting aye: Commissioners Breckel, Hales, Zettler.

**Community Development Director Shumaker** added a brief update to the agenda on broadband work. The state Department of Commerce has contracts available to help develop specific projects that work to expand internet access. He will be working with Skamania County Community Development to outline possible projects in order to seek further funding.

# 5. Columbia Street Realignment Preference: Reviewing building massing and streetscape preferences (Carry-over from November).

**Community Development Director Shumaker** led the Commission in a discussion on the various options possible for the realignment and development of Columbia Street.

Three concepts were presented at a recent public meeting to gauge public interest and preferences. A feasibility study is underway to assess if adjacent development would justify the cost through increased tax revenue. The public input is helping Community Development learn what residents would like to see in the downtown area. It's also seen as a way to facilitate future Planning Commission discussions on urban designs that consider how buildings and streets interact.

Parking, building height, density, curb usage, landscape plantings and accessory design features were all considered. **Shumaker** reported soil testing may indicate needed site remediation, which could significantly affect the project's cost. Commissioners then asked for information on the status of negotiations with affected property owners and on potential funding sources for the project, noting specific design details could be decided later.

#### D. Discussion

#### 6. Staff & Commission Reports:

#### **Downtown Parking**

**Community Development Director Shumaker** provided an update on the parking discussions taking place. Achieving balance between parking needs and increasing commercial development was noted to be an ongoing problem with no easy answers.

Reducing onsite space requirements, paying a fee to a city parking fund in lieu of providing on-site parking, and relaxing overnight street parking prohibitions are all under consideration. Parking time limitations on 2nd Street have been requested by some business owners. Shifting ADA parking sites to corners are possible ways to improve visibility.

The parking sub-committee will be reviewing these options.

#### **HEALING SCARS program**

He will be asking the City Council if they would support the HEALing SCARS program that would establish a fund to help property owners pay the cost of connecting to the sewer system. It would need to be set up as a loan program for individuals not qualifying as low-income or disabled.

#### **Shoreline Access**

The Planning Commission adopted a public involvement plan in November concerning the Shoreline Access Plan. The consultants are hoping to schedule a public workshop sometime in January 2023. Questions on partnering with the Port of Skamania County and funding capital facilities and or maintenance projects were addressed.

#### **Transportation Grants**

**Shumaker** pointed to the last page of the meeting packet that showed the number of successful transportation improvement grants awarded to the City by the Transportation Improvement Board. He highlighted the efforts of **Carolyn Sourek, Public Works Director** in Stevenson, in getting these grants.

- **Loop Street, Columbia Av to E C/L** (City of Stevenson): Rebuild, resurface, and add sidewalks. Total project cost \$487,998, with a TIB grant award of \$460,422.
- **2022 Seal Coat Award** (City of Stevenson): Chip seal. Total project cost \$152,534, with a TIB grant award of \$144,907.
- McEvoy Lane Overlay. (City of Stevenson): Overlay. Total project cost \$78,049, with a TIB grant award of \$74,146.

#### 7. Thoughts of the Month:

Steigerwald Project: story map

https://storymaps.arcgis.com/stories/aee7fb7fbdd74407bf447101ae7d76c0

#### E-Bike Perspectives:

https://www.cnu.org/publicsquare/2022/11/09/e-bikes-are-technology-15-minute-city

**Shumaker** briefly recapped discussions held and decisions arrived at during the meeting.

#### E. Adjournment

It was unanimously agreed to adjourn following a **MOTION** made by **Commissioner Zettler**, seconded by **Commissioner Hales**.

Minutes produced by Johanna Roe

# The Planning Commission Meeting for JANUARY 9, 2023 is CANCELLED

The Next Regular Meeting is February 13, 2023 at 6:00 PM

# Contracts and/or Change Orders awarded above \$10,000 from January 14th thru February 10th

Date	Contractor	Amount	Total Contract	Description of service
2/1/202	3 Grayling Engineering	19,870.00	19,870.00	Create a Preliminary Engineering Report for the SW Cascade Avenue utility improvements (water, wasteater and street lighting) project.
2/9/202	3 Various	423,200.00	423,200.00	Tourism Contracts authorized in 2022 and included in 2023 budget, excluding the project with City of Stevenson.

# **Washington Gorge Action Programs Skamania County Housing Programs**

Feb-2023 Submitted by Curt Gray

#### **Rental Assistance**

Outputs	Jan
Number of households served	13
Number of individuals within those households	31
Total Number of bed nights provided	961
Housing and Essential Needs	

#### **Housing and Essential Needs**

Outputs	Jan
Number of individuals served with Housing/Utilities	5
Number of individuals served with Essential Needs	5
Total Number of bed nights provided	155

#### **Permanent Support Housing**

	Jan
Number of individuals obtained employment	2
Number of individuals increasing their income	2
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	2
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	5
Number of individuals completed Life Skills meeting	4
Number of individuals denied services	0

Outputs PSH	Jan
Number of households served	5
Number of individuals within those households	6

#### **Shelter**

The shelter is open to individuals and families who are homeless. They are required to look for permanent housing during their stay.

Outputs	Jan
Number of households served	6
Number of individuals within those households	10
Total Number of bed nights provided	134

#### **Total Outcomes for all Programs**

	Jan
Number of individuals obtained employment	3
Number of individuals increasing their income	3
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	2
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	24
Number of individuals completed Life Skills meeting	23
Number of individuals denied services	2

#### **Success Stories**

#### January 2022:

- 1. No COVID outbreaks in our shelters
- 2. One (1) emergency shelter resident obtained employment

#### February 2023 Board Report

#### **Skamania County Housing Programs**

Submitted by Curt Gray, Director, Skamania County Housing Programs

As an introduction to the monthly report we routinely submit, I'm including this narrative to provide additional insight. Data reported is for the month of January.

#### Rental Assistance:

First-time requests for rental assistance are increasing and are given priority.

In addition to the rental assistance for all programs that is reported for January, assistance has been provided to pay rents that were in arrears for months other than the reporting month. In the month of January, thirteen (13) households comprising a total of thirty-one (31) individuals were served providing an additional 2387 bed-nights of assistance.

#### Denial of Services:

Two (2) households requesting rent assistance in January were denied – one, having previously received significant rental assistance in prior months and reaching the maximum benefit. The other was a request from a housed individual from outside the state requesting assistance to "relocate" to housing in Skamania County – circumstances that do not meet eligibility requirements.

# **Washington Gorge Action Programs Skamania County Housing Programs**

#### February 2023

Submitted by Keir Isaacson, Warming Shelter Coordinator.

January 2023 was the first month operating the warming shelter program out of Skamania co. The warming shelter was opened on the 29<sup>th</sup> of December, we still had snow on the ground from the previous storm, but no severe weather indicated for the following week. In fact, during the month of January, severe weather conditions were not experienced.

Outreach was done throughout Skamania Co. to announce the warming shelter opening date, hours of admission, and contact information. Flyers were posted in prominent, public locations.

We had three participants (for various reasons) who left the warming shelter early. While they were there I referred them to make an appointment with the Stevenson main office for follow up services. The majority of our calls this month were for hotel vouchers and/or other services in different counties.

We gave one homeless individual a tent after seeing him on the Skamania fairgrounds. I was unable to convince him to come inside the warming shelter. It was apparent that his mental health issues prevented him from participating.

We did inventory on warming shelter supplies and clothing. Did basic cleaning and organizing.

Number of nights opened for services: 22

Number of households served: 4

Number of individuals within those households: 4

Total number of bed nights provided: 4

Number no shows: 1

Number of calls: 23

Number of entry's denied: 0

No covid incident's

348 02/16/2023 Claims

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01/20/2023 To: 02/16/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
321	02/16/2023	Claims	1	EFT	Department of Revenue	5,780.68	January 2023 Taxes
322	02/16/2023	Claims	1	EFT	Kenneth B Woodrich PC	2,124.00	January 2023 Statement
158	01/25/2023	Claims	1	16649	Newberg Ford	68,956.77	2022 Ford F-250 Super Duty
323	02/16/2023	Claims	1	16653	A&J Select	20.65	January 2023 Statement
324	02/16/2023	Claims	1	16654	Aramark Uniform Services	101.76	January 2023 Statement
325	02/16/2023	Claims	1	16655	Avista Utilities	2,005.84	January 2023 Statement
326	02/16/2023	Claims	1	16656	BSK Associates	2,157.50	January 2023 Statement; January 2023 Statement
327	02/16/2023	Claims	1	16657	CenturyLink	154.05	February 2023 WWTP Phone Service; February 2023 Kanaka Creek Transfer Station
328	02/16/2023	Claims	1	16658	Centurylink Comm Inc	46.60	January 2023 WWTP Long Distance
329	02/16/2023	Claims	1	16659	Chinook Plumbing and Heating	441.57	Camera & Clean Line at 376 SW Rock Creek Drive
330	02/16/2023	Claims	1	16660	Chris Malone	323.10	City Hall Carpet Cleaning
331	02/16/2023	Claims	1	16661	City of Stevenson		January 2023 Statement; January;
332	02/16/2023	Claims	1	16662	Coburn Electric Inc	5,305.59	Replace lines for new Chemtrex at WTP
333	02/16/2023	Claims	1	16663	Columbia Hardware Inc		January 2023 Statement
334	02/16/2023	Claims	1	16664	Columbia River Disposal	201.58	January 2023 Garbage Disposal
335	02/16/2023	Claims	1	16665	Correct Equipment	231.56	T-Cal Plus
336	02/16/2023	Claims	1	16666	DeVaul Publishing	260.10	Legal Ad-Planning & Public Works Assistant; Legal Ad-Planning & Public Works Assistant; Legal Ad-RFP for City Attorney Services; Legal Ad-Ordinance: No 2023-1192 - Notice of Adoption; Legal Ad-Plannin
337	02/16/2023	Claims	1	16667	Denali Water Solutions LLC		January 2023 Sludge Hauling
338	02/16/2023	Claims	1	16668	Department of Health	1,342.55	2023 Operating Permit/Certification System Fees
339	02/16/2023	Claims	1	16669	Fife Water Services Inc		Filamentous Testing
340	02/16/2023	Claims	1	16670	Financial Consulting Solutions Group Inc	1,267.50	2022 Water/Sewer Rate Study
341	02/16/2023	Claims	1	16671	Gorge Auto Parts Inc	596.91	January 2023 Statement
342	02/16/2023	Claims	1	16672	Grayling Engineers	19,616.40	2022 Waterline Replacements; Cascade Ave Utility Improvements
343	02/16/2023	Claims	1	16673	Gregory Scott Cheney	500.00	February 2023 Statement
344	02/16/2023	Claims	1	16674	H2Oregon	25.41	Drinking water for WWTP; Drinking Water Dispenser for WWTP
345	02/16/2023	Claims	1	16675	HD Fowler Company	3,491.68	Parts for Sewer Plant; Storm Drain Parts; Storm Drain Supplies; Repair Parts for WTP
346	02/16/2023	Claims	1	16676	Harper Houf Peterson Righellis	169.08	Gravel Road Imp & Rock Creek Bridge
347	02/16/2023	Claims	1	16677	IIMC International Institute of Munici	435.00	Membership Renewal-Mary Corey; Membership Renewal-Anders Sorestad; Membership Renewal-Leana Kinley

16678 ISEC Inc

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Supplies

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
349	02/16/2023	Claims	1	16679	Kimball Midwest	383.62	E/S Shop Supplies
350	02/16/2023	Claims	1	16680	Kurt D. Krall		Tires for Carson's/Susan's/S-10's Trucks
351	02/16/2023	Claims	1	16681	Lakeside Equipment Corporation	24,222.81	Grit Removal Equipment
352	02/16/2023	Claims	1	16682	Les Schwab Tire Center	429.32	Sweeper Tire Replacement
353	02/16/2023	Claims	1	16683	Main Street - Singh	1,657.31	January 2023 Fuel Statement
354	02/16/2023	Claims	1	16684	Maul Foster Alongi	7,804.37	Columbia Avenue Realignment
355	02/16/2023	Claims	1	16685	Scott W Midland	412.82	Vehicle Repair 2002 Chevy S10
356	02/16/2023	Claims	1	16686	Office of State Treasurer-Cash Mgmt Di	233.93	February 2023 Remittance
357	02/16/2023	Claims	1	16687	One Call Concepts Inc	19.26	January 2023 Statement-18 Locates
358	02/16/2023	Claims	1	16688	PUD No 1 of Skamania County	11,972.49	January 2022 Statement; January 2023 Statement; January 2023 Statement; January 2023 Statement; January 2023 Statement; WWTP Final Bill; January 2023 Statement; January 2023 Statement
359	02/16/2023	Claims	1	16689	PacWest Machinery Inc	635.00	Brooms for Sweeper
360	02/16/2023	Claims	1	16690	Petty Cash		January 2023 Statement
361	02/16/2023	Claims	1	16691	RADCOMP Technologies		February 2023 Monthly Contract; Laptop/Software/Docking Station for Leana
362	02/16/2023	Claims	1	16692	Ricoh USA Inc	40.19	January 2023 Statement
363	02/16/2023	Claims	1	16693	Sea-Western Inc		20" High Flow Jet Fan for Engine 26; Fire Boots
364	02/16/2023	Claims	1	16694	Skamania County Chamber of Commerce	12,740.14	January 2023 Statement
365	02/16/2023	Claims	1	16695	Skamania County Fire District #1	3,229.71	2023 Radio Maintanance/Radio Infrastructure Fees
366	02/16/2023	Claims	1	16696	Skamania County Probation	277.94	January 2023 Probation Costs
367	02/16/2023	Claims	1	16697	Skamania County Prosecutor	1,500.00	February 2023 Remittance
368	02/16/2023	Claims	1	16698	Skamania County Treasurer		Base Reservoir 2023 Taxes; Well Next to Golf Course 2023 Taxes; Well Next to Golf Course 2023 Taxes; February 2023 Remittance; February 2023 Remittance
369	02/16/2023	Claims	1	16699	Anders C Sorestad	·	2008 Ford F250 Horn and A/C Service
370	02/16/2023	Claims	1	16700	Sound Water Services Inc		PID Control for Water Plant
371	02/16/2023	Claims	1	16701	Stellar J Corporation	997,895.29	WWTP Progress Payment No. 7
372	02/16/2023	Claims	1	16702	Linda Strandemo		Camera & Clean Line at 376 SW Rock Creek Drive-Reimbursement
373	02/16/2023	Claims	1	16703	Text My Gov		Managment & Support March 2023-February 2024
374	02/16/2023	Claims	1	16704	Timothy Charles Shell		Contract Administration; On Call Engineering Development Review
375	02/16/2023	Claims	1	16705	US Bank Safekeeping		January 2023 Safekeeping Fees
376	02/16/2023	Claims	1	16706	US Bank Voyager Fleet Systems	269.29	January 2023 Statement
377	02/16/2023	Claims	1	16707	US Bank	8,973.16	January 2023 FD Credit Card Statement; January 2023 Card #1 Credit Card Statement; January 2023 Card #2 Credit Card Statement
378	02/16/2023	Claims	1	16708	Verizon Wireless	111.70	January 2023 Cell Phone Charges
379	02/16/2023	Claims	1	16709	Wallis Engineering PLLC		2021 WW Collection Sys
					, ,		Upgrades; WWTP Improvements Bidding & Construction 255

CHECK REGISTER

City Of Stevenson

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Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
380	02/16/2023	Claims	1	16710	Waste Connections Vancouver District 2	46.95	January 2023 Shredder Cart Service
381	02/16/2023	Claims	1	16711	Wave Division Holdings LLC	286.15	February 2023 City Hall Internet; February 2023 Firehall Internet; February 2023 WWTP Services
	001 General Expense Fund 100 Street Fund 103 Tourism Promo & Develop Fund 312 Columbia Ave 400 Water/Sewer Fund 410 Wastewater System Upgrades 500 Equipment Service Fund 630 Stevenson Municipal Court				des	45,032.33 6,309.74 12,874.91 7,804.37 68,722.27 1,091,892.34 81,686.02 238.50	Claims: 1,314,560.48

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)				