

AGENDA
CITY OF STEVENSON COUNCIL MEETING
January 17, 2019
6:00 PM, City Hall

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

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

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

- a) **Liquor License Renewal** - Big River Grill and Backwoods Brewing Company
- b) **Approve Prosecuting Attorney Interlocal Agreement** - City Administrator Leana Kinley requests approval of the 2019 contract with Skamania County for Prosecuting Attorney Services. (p. 6)
- c) **Minutes** of December 20, 2018 City Council Meeting and the January 10, 2019 Special Council Meeting. (p. 11)

MOTION: To approve Consent Agenda items a-c.

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

5. PUBLIC HEARINGS: *[Advertised public hearings have priority over other agenda items. The Mayor may reschedule other agenda items to meet the advertised times for public hearings.]*

- a) **6:15 - Findings of Fact Supporting the Single-Family Residential Construction in C1 Zone Moratorium** - City Administrator Leana Kinley presents Resolution 2019-326 regarding the Findings of Fact to support the moratorium of Single-Family Residential construction in the C1 zone with Ordinance 2018-1129. (p. 27)

MOTION: To approve Resolution 2019-326 adopting findings of fact supporting Single-Family Residences in the C1 zone moratorium.

- b) **6:30 - General Sewer Plan and Wastewater Facilities Plan Update** - The revised City of Stevenson General Sewer Plan and Wastewater Facilities Plan Update will be presented for public comment and council consideration. (p. 29)

MOTION: To approve Resolution 2019-327 adopting the City of Stevenson General Sewer Plan and Wastewater Facilities Plan and authorizing submittal of the Plan Update for approval by the Washington State Department of Ecology.

6. OLD BUSINESS:

- a) **Sewer Plant Update** - Public Works Director Eric Hansen will provide an update on the Stevenson Wastewater System and Compliance Schedule. (p. 30)

7. NEW BUSINESS:

- a) **Planning Commission Appointment** - The Planning Commission is recommending City Council appoint Jeff Breckel to fill position #5, which was vacated by the resignation of Matthew Knudsen.

MOTION: To appoint Jeff Breckel to Planning Commission position #5.

- b) **2019 Annual Appointments** - City Administrator Leana Kinley will present the 2019 annual appointments list for review, discussion and approval. (p. 32)

MOTION: To approve the 2019 Annual Appointments as presented or with changes as discussed.

- c) **2019 Legislative Priorities** - City Administrator Leana Kinley will present the attached memo for review and discussion regarding the city's 2019 legislative priorities. (p. 37)

MOTION: To approve the list of 2019 legislative priorities as discussed.

- d) **Rural Development Initiatives Support** - Mayor Scott Anderson requests council financially support Rural Development Initiatives (RDI) in the amount of \$1,000 for the training they are providing to our community. (p. 42)

MOTION: To approve financially supporting RDI in the amount of \$1,000 for community training.

- e) **Resolution 2019-328 Metropolitan Park District** - City Administrator Leana Kinley presents Resolution 2019-328 to council for discussion and consideration. This resolution would authorize a ballot proposition for the creation of a Metropolitan Park District following the boundaries of the Stevenson-Carson School District #303. (p. 43)

MOTION: To approve Resolution 2019-328 authorizing a ballot proposition for creation of a Metropolitan Park District.

- f) **Resolution 2019-329 Authorizing the Mayor to Sign DOE Loan Agreement** - City Administrator requests council approval of Resolution 2019-329 which authorizes the Mayor to sign the State Revolving Fund loan agreement with the Washington State

Department of Ecology in the amount of \$1,985,000 at 2% interest. A copy of the draft agreement is included in the packet as the final agreement will not be ready until after the council meeting. (p. 44)

MOTION: To approve Resolution 2019-329 authorizing the Mayor to sign the State Revolving Fund Loan Agreement with the Washington State Department of Ecology.

- g) Wastewater Treatment Plant Management Contract Amendment #4** - Public Works Director Eric Hansen requests approval of the contract amendment #4 with Operations Management International, Inc (OMI) for 2019 services in the amount of \$133,849, a 3% increase over 2018. (p. 80)

MOTION: To approve the Wastewater Treatment Plant Management contract amendment #4 with Operations Management International, Inc. for 2019 services in the amount of \$133,849.

- h) Resolution 2019-330 Adopting Financial Policies** - City Administrator Leana Kinley presents Resolution 2019-330 adopting financial policies for the City of Stevenson for discussion and consideration. (p. 81)

MOTION: To approve resolution 2019-330 adopting financial policies.

- i) BergerABAM Trail Monitoring Contract** - Public Works Director Eric Hansen requests approval of the contract with BergerABAM for monitoring activities related to the 2013 mitigation plan for the Multi-Purpose Trail project in the amount of \$4,957.00. (p. 94)

MOTION: To approve the contract with BergerABAM in the amount of \$4,957.00 for activities as outlined in the contract.

- j) Approve Ordinance 2019-1134 Repealing Dance Hall Permit Code** - City Administrator Leana Kinley requests approval of Ordinance 2019-1134 Repealing Ordinance 572. This will remove the regulation of public dances through permit as it is outdated and any concerns can be enforced through other means. A copy of the code as it currently exists is included in the packet along with the ordinance. (p. 100)

MOTION: To approve Ordinance 2019-1134 repealing ordinance 572.

- k) Mackenzie Contract Extension** - City Administrator Leana Kinley requests approval of the contract addendum with Mackenzie to extend the timeframe from December 31, 2018 to March 31, 2019. (p. 102)

MOTION: To approve the Mackenzie contract addendum as presented.

- l) Discuss Smart Meter Capabilities** - Additional information regarding the Kamstrup radio read meters is attached. The city has applied for an energy efficiency grant in the amount of \$314,633 towards the total project cost of \$642,110. (p. 104)

8. INFORMATION ITEMS:

- a) Sheriff's Report** - A copy of the Skamania County Sheriff's report for December, 2018 is attached for council review. (p. 114)
- b) Municipal Court Cases Filed** - A summary of Stevenson Municipal Court cases recently filed is attached for council's review. (p. 125)
- c) Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in December, 2018. (p. 126)
- d) Fire Department Report** - The attached report describes the activities performed by the Fire Department in December, 2018. (p. 128)
- e) Timber Harvest Update** - The timber consultant, HFI, is currently working with the Gorge Commission and the Forest Service about permitting the remaining 5 acres. If it were to move forward, the logging would take place in the summer and would bring in around \$200,000.
- f) Planning Commission Minutes** - Minutes are attached from the 12/10/18 Planning Commission Meeting. (p. 129)

9. CITY ADMINISTRATOR AND STAFF REPORTS:

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

10. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a)** December 2018 payroll & January 2019 A/P checks have been audited and are presented for approval. December payroll checks 13106 thru 13119 total \$93,381.79 which includes one EFTPS and five ACH payments. A/P Checks 13120 thru 13179 total \$187,345.45 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting. No investment activity in December 2018. (p. 133)

11. MAYOR AND COUNCIL REPORTS:

12. 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.]*

13. ADJOURNMENT - Mayor will adjourn the meeting.

=====

UPCOMING MEETINGS AND EVENTS:

- January 18, 2019 Chamber of Commerce Annual Dinner
- January 21, 2019 Martin Luther King Day-City Closed
- February 18, 2019 Presidents' Day-City Closed
- February 21, 2019 Regular Council Meeting

INTERLOCAL AGREEMENT FOR LEGAL SERVICES (PROSECUTING ATTORNEY)

THIS AGREEMENT, entered into this 17th day of January, 2019 is by and between the **CITY OF STEVENSON**, a Municipal Corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **SKAMANIA COUNTY**, a legal subdivision of the State of Washington, by and through its Prosecuting Attorney (hereinafter referred to as "Attorney").

The parties recite and declare that:

1. This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same.
2. The City is in need of an attorney to perform and render legal assistance to the City.
3. The Attorney or its Deputies are persons who, through education and experience, possess the requisite skills to provide competent legal services for the City.
4. The Attorney intends to assign its district court deputy prosecutor to serve as its primary City Prosecutor, but each of the three attorneys employed by the Skamania County Prosecutors Office may appear as needed or dictated by office need. In the event the Prosecuting Attorney's office is unable to adequately perform this contract, the City shall have the right to contract directly with a private attorney and to simultaneously terminate this agreement without penalty.
5. The City is, therefore, desirous of engaging the services of the Attorney for prosecution services for crimes over which the City of Stevenson has jurisdiction.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Attorney and City agree as follows:

Section One Purpose of Employment

City hereby employs Attorney and counselor at law to perform and render legal services to the City as its Prosecuting Attorney.

Section Two Acceptance and Duration of Employment

The City does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2019, and ending on the 31st day of December, 2019, for the performance of legal services herein set forth.

Section Three

Place of Work

It is understood that the Attorney's service will be rendered largely at his offices in the County Courthouse in Stevenson, Washington, but that the Attorney will, on request, come to the Municipal Offices of the City at 7121 NW Loop Rd., Stevenson, Washington, or such other places as designated by the City, to meet with representatives of the City.

Section Four

Nature of Duties

1. As Prosecuting Attorney for the City, Attorney shall perform all criminal prosecution legal services required by law on behalf of the City whenever, and to the extent required by the City, shall represent the City in any and all municipal court actions, suits or proceedings in all courts of the State of Washington or competent jurisdiction originating in city municipal court; shall prepare and all pleadings and documents necessary and proper in connection with the prosecution of misdemeanants and gross misdemeanants committing violations within the City limits; and, in general, to render all such prosecution related legal services of every kind and nature as the City shall reasonably require or deem proper in its business.

2. The Attorney acknowledges that the City schedules Municipal Court hearings in Skamania County District Court, and also requires the services of the Prosecuting Attorney on dates scheduled for prosecution of jury trials at Skamania County Superior Court.

3. Acting as the City Prosecutor, including, without limitation, representing the City in Municipal Court, Superior Court, or any higher Court on criminal charges and/or infractions occurring in the City of Stevenson not otherwise prosecuted by Skamania County.

4. Preparation of Intent to File Theft Charges letters for City of Stevenson.

5. Filings, docketing, discovery requests, preparation of subpoenas as required to perform duties specified in Section Four paragraph 1.

Section Five

Compensation

The City agrees to pay the Attorney at the rate of One Thousand Three Hundred Thirty Three and 33/100 Dollars (\$1,333.33) Dollars per month, payable monthly as a lump-sum retainer, for the above services performed by the Attorney on the City's behalf:

Section Six
Nature of Employment

The Attorney and Skamania County shall serve as an independent contractor of the City of Stevenson, and shall not be employed by the City. Nothing precludes the Attorney or the County from entering into similar agreements, provided they do not directly conflict with Attorney's ability to carry out the terms of this agreement.

Section Seven
Termination

Either party may terminate this agreement at any time on thirty (30) days' written notice to the other party.

Section Eight
Modification

No modification or waiver of this agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Section Nine
Indemnification

The City shall indemnify, defend and hold Attorney harmless against all claims, actions, and liability Attorney may hereafter incur with third parties while acting in the capacity of City Prosecutor and while acting within the scope of his representation of City. Attorney shall at all time maintain errors and omissions insurance sufficient to protect the City against third party claims resulting from Attorney representation of the City under this contract. Continued membership in the Washington Counties Risk Pool will satisfy this requirement.

Section Ten
Notice

Notice required under this agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

City of Stevenson

City Hall
P.O. Box 371
Stevenson, WA 98648

SKAMANIA COUNTY

c/o Prosecuting Attorney, Adam Kick

P.O. Box 790
Stevenson, WA 98648

Section Eleven
Interlocal Agreement

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

- a. Duration. The duration shall be as set forth in Section 2 above, or as otherwise agreed to by the parties pursuant to this Agreement.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to utilize County prosecution 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 Section Seven, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

Section Twelve
Complete Agreement

This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Attorney other than contained herein.

[Signatures appear on next page]

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

CITY OF STEVENSON, a Washington
Municipal Corporation

SKAMANIA COUNTY, 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: _____
Debbie Slack,
Clerk of the Board

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Adam Kick, Prosecuting Attorney

MINUTES
CITY OF STEVENSON COUNCIL MEETING
December 20, 2018
6:00 PM, City Hall

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

PRESENT

Councilmember Amy Weissfeld, Councilmember Paul Hendricks, Councilmember Matthew Knudsen

ABSENT

Councilmember Robert Muth, Councilmember Jenny Taylor

Robert Muth and Jenny Taylor requested an excused absence.

MOTION to excuse the absences of Councilmembers Muth and Taylor made by Councilmember Hendricks. Seconded by Councilmember Knudsen.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen.

2. CHANGES TO THE AGENDA:

Item a) Tourism Funding Contracts of the Consent Agenda was moved to allow for further discussion.

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

- b) **Approve Stevenson-Carson School District Support Contract** - City Administrator Leana Kinley requested council approval of the 2019 contract with the Stevenson-Carson School District for pool support in the amount of \$30,000 and deliverables as outlined in the contract.
- c) **Approve Resolution 2018-325 Revising the Salary Schedule and Correcting the Effective Date for Firefighter Pay** - City Administrator Leana Kinley requested approval of the attached Resolution 2018-325 adopting the 2019 salary schedule and changing the effective date for

firefighter pay from January 1, 2018 to December 1, 2017 which is in line with the 2018 adopted budget and 2109 proposed budget.

- d) **Approve Skamania County Incarceration Services Interlocal Agreement** - City Administrator Leana Kinley requested approval of the interlocal agreement with Skamania County for 2019 Incarceration services. The rates remain the same as 2018.
- e) **Approve CERB Grant Agreement**- City Administrator Leana Kinley requested approval of the agreement with the Community Economic Revitalization Board for the Alternatives Analysis Feasibility Study in the amount of \$66,667.
- f) **Approve CDBG Subrecipient Contract** - City Administrator Leana Kinley requested approval of the subrecipient contract with Columbia Cascade Housing to manage the CDBG Housing Rehabilitation project in the amount of \$400,000.
- g) **Approve Wallis Engineering Contract for Development Engineering Services** - City Administrator Leana Kinley requested approval of the attached agreement with Wallis Engineering for Development Engineering Services in 2019 for an amount not to exceed \$15,000.
- h) **Approve Wallis Engineering Contract for General Engineering Services** - City Administrator Leana Kinley requested approval of the contract with Wallis Engineering for General Engineering Services in the amount not to exceed \$10,000.
- i) **Water Adjustment** - Nancy Hales (meter No. 401900) requested a water adjustment of \$196.69 for a water leak which they have since repaired.
- j) **Water Adjustment** - Thomas Branson (meter No. 205700) requested a water adjustment of \$270.76 for a water leak which they have since repaired.
- k) **Minutes** of November 15, 2018 regular city council meeting and the November 19, 2018 and December 6, 2018 special council meetings.

MOTION to approve consent agenda items b-k made by Councilmember Hendricks.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen

- a) **Tourism Funding Contracts** - City Administrator Leana Kinley requested the approval of the Tourism Funding contracts as detailed in the staff memo for a total of \$461,650.

Knudsen asked why the Stevenson Downtown Association received more funding than others as a nonprofit. Weissfeld explained, as a member of TAC, that everyone who applied was given funds. The committee has been working on putting dollars onto bigger infrastructure projects. Kinley explained the projects that were funded and ones that were put off due to priority. The purpose of the TAC funds is to replenish the fund. This is done by application process every year.

MOTION to approve the Tourism Funding contracts as detailed made by Councilmember Weissfeld, Seconded by Councilmember Hendricks.
Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen

4. PUBLIC COMMENTS:

Resident Mary Repar commented on the moratorium on single family residences, which came up at the Planning Commission meeting this month. She felt for the couple who are currently being affected by the moratorium and are losing economic benefit and stated that the city is depriving them of economic possibilities. She asked the Council to consider reactive planning versus proactive planning. She also commented on the pool, which i hestated is a community asset and doesn't understand why they weren't funded. She would like to see funding increase and see the city support this.

Mayor Anderson addressed the first comment and explained that the council met on their goals for the year, which included single family residences and single use in the downtown. He noted monitoring the density in downtown and increasing affordable housing. He stated that the moratorium may appear reactive but aligns with the Council goals and they are looking out for downtown, what the Council views as the city jewel. Anderson also addressed the second comment and agreed that pool is a community resource. He noted that the TAC funding has its hands tied on how it can be spent. They are looking into tax funding to expand to include more funding for the pool. He noted that he is very interested in keeping the pool going. Council is supporting the pool through the general fund in the amount of \$30,000 for 2019.

5. PUBLIC HEARINGS:

a) 6:15 - Public Hearing on 2018 Proposed Budget Amendments - City
Administrator Leana Kinley presented Ordinance 2018-1132 for public comment and council consideration. Mayor Anderson opened the Public Hearing at 6:17 p.m. There

were no comments. The Public Hearing closed at 6:19 p.m. There was no further discussion.

MOTION to approve the proposed budget amendments made by Councilmember Weissfeld, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Skamania County Chamber of Commerce** - Executive Director Casey Roeder provided an update on recent events and activities. Roeder noted that the year started off well, as the Chamber put on an auction during annual dinner to make up for the loss of the lodging tax from North Bonneville. They also initiated an Instagram campaign this year with Sasquatch, which has been integral in marketing Stevenson. The summer events started early with the 25th anniversary of Gorge Blues and Brews. Big River Grill also celebrated 25 years. They helped with Gorge Grass and the parade and fair as well as the Christmas in the Gorge parade and bazaar. The shopping campaign was a success. She invited all to an open house next Friday, December 25th from 10 a.m. - 4 p.m. Roeder thanked the city for their support. She is leaving her current post as ED. Anderson addressed Roeder through a city proclamation and noted her work over her time as the ED. The city will now recognize December 28th, 2018 as Casey Roeder Day.
- b) **Skamania County Economic Development Council** - Executive Director Kari Fagerness updated City Council on recent EDC activities. Fagerness explained that the EDC has been a private nonprofit since 1985 and provides services for the county through contracts with cities, the county, the PUD and the Port. In 2018, they participated in the comprehensive economic development strategy that Skamania County is part of, which included looking at industries and updated it. The EDC has quarterly action meetings with a priority list of projects identified by the community. They support start up businesses and business that are expanding, resources with marketing and other business tools, understanding generational gap, work trainings, internship programs support, marketing loan programs, promoting business workshops, and local pub talks employment security with a focus on employers looking for good workers,

working with vacant property owners in Stevenson, participating in the local housing needs assessment broadband efforts and tech alliance. They also attended the IACC conference and work to have an active presence regionally and on a state level.

Weissfeld noted Fagerness' comment regarding working with Portland State University and asked about involvement with others in Washington. Fagerness noted that she reached out to WSU and another but never got a response back. She added that PSU reaches out to the EDC. Weissfeld to pass along additional connections and introductions.

Weissfeld also noted an interested in working with the Gorge Tech Alliance and asked about what can be done to try and get spin-off tech businesses in the city. Fagerness noted that the majority of tech businesses are located around Insitu in Hood River and as space becomes less available there they will start looking outward and it will be important to be on top of land that's developable. She explained that most office space in the city is currently not available and the port is looking at a feasibility study in Cascade Park in North Bonneville. The buildable lands inventory coming up will also help.

Hendricks asked for information on why WKO is sitting on their property in the city without a plan to develop. Fagerness explained that they are not interested and that it may have future uses but isn't a priority right now. She noted possible challenges not only to clean up the land but in being able to cross the railroad.

- c) **Stevenson Downtown Association** - Executive Director Marie Gluesenkamp-Perez provided an update on recent events and activities. Gluesenkamp-Perez noted that she is the part time ED and runs a business with her husband part time. The identified two goals for the SDA: the park plaza project and walkability in town. She is looking into local mural projects around downtown with a connection to StoryCorps and a walking tour. She will also be attending the National Mainstreet Convention in Seattle.

Weissfeld suggested a story around wildfires and a possible time to the Interpretive Center which has a display on the Eagle Creek Fire. Weissfeld also suggested a mural near Rock Creek Drive.

7. OLD BUSINESS:

- a) **Approve Ordinance 2018-1133 Adopting the 2019 Budget** - City Administrator Leana Kinley presented Ordinance 2018-1133 adopting the 2109 budget for council consideration. Kinley noted the changes highlighted in the document.

Weissfeld asked if the city is done with the timber sale and Kinley reported that she reached out and hasn't heard back. Kinley will continue to reach out. There is an assumption that it's wrapped up but haven't closed the fund yet.

Weissfeld asked about exhibit a and Kinley explained that exhibit a is the actual budget and the rest is a detailed account of exhibit a.

MOTION to approve Ordinance 2018-1133 made by Councilmember Hendricks. Seconded by Councilmember Knudsen.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen.

- b) **Broadcasting License Request** - Janet Campbell has responded via email to questions posed by council at the last meeting regarding the city applying for a low power FM Broadcasting license.

Knudsen asked if this would be a liability to the city. Although the city would be hands off it would still be in the city name. City Attorney Woodrich explained that council would adopt policies about the use of the facility to follow the First Amendment open public forum rules. He noted that the Council could proceed now and adopt policies at a subsequent meeting. Knudsen asked about cost and Weissfeld noted the cost of producing an ordinance. Campbell explained that the low power frequency is all covered by federal law and that the license is free so she does not foresee costs to the city.

The Council reached consensus to allow moving forward with a license under the City of Stevenson name.

- c) **Approve Resolution 2018-322** - City Council reviewed Resolution 2018-322 adopting key components of the City of Stevenson Shoreline Master Program comprehensive update and periodic review and authorizing

submittal of the Stevenson Shoreline Master Program for approval by the Washington Department of Ecology.

Shumaker noted the comments summarized on page 210 and identified 9 comments still left to review.

Pat Albaugh from the Port has requested to be removed from the Shoreline Advisory Committee acknowledgements. Council consensus to move forward with the change.

The Planning Commission made a change related to structures that may be built in shoreline areas that may not meet setback requirements. If they are lost to a fire, they are deemed to conform and can be reconstructed as previous built. This change is for fixing a typo and including Commission change in the appropriate section of the document. Council consensus to move forward as recommended by the Commission.

There was a last minute comment from the Department of Archaeology and Historic Preservation. The recommendation is to consider historic and prehistoric and several recommendations within the packet to adjust. Council consensus to move forward with changes.

The Commission made a change to what needs to be submitted for minor projects on the waterfront and this additional change is to sync portion to their change recommendation. Council confirmed that this change is in line with what the Commission recommended. The Council noted that it applies to projects that are less than substantial development, which would include private projects and small port projects. Council consensus to move forward with change.

Related to Department of Archaeology and Historic Preservation recommendation, the state has become more general about a professional archaeologist must be the person qualified to prepare and review documents and can rewrite as qualified cultural resources professional. Shumaker suggested removing professional archaeologist and removing definition. The applicant won't have to hire a professional archaeologist but must have someone who is a professional with certification and training. Council consensus to move forward with change.

Cumulative impact analysis populated table with final draft. Council consensus to move forward.

MOTION to approve Resolution 2018-322 with changes to attachments as discussed tonight with authority to remove draft off documents made by Councilmember Weissfeld. Seconded made by Councilmember Knudsen. Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen.

Shumaker explained that the intent is to send the document out to the state and the state will go through their own public comment process. He noted that it is typical to expect state changes.

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

Hansen explained that the Department of Ecology wouldn't let the city haul solids to Vancouver anymore. He noted that if the city thickens the solids then we don't have to haul right now although we may have to haul again in the future. For now, this process saves money. He also explained that equipment can be installed to remove solids that contain BOD. This would not capture any solids that would go through. They are still coming into the plant but the city can say our plant can handle more because it's in place. The final cost has not been provided yet.

Kinley noted that the city is moving forward on the CERB project. The next meeting is January 3 to discuss analysis out of alternatives. The special council meeting will be held January 10 for approval. January 17th will be the public hearing. The city submitted a grant to the EPA for a system for collecting resources that come out of side streaming process for composting or other options. The city is also moving forward on the EDA grant and the easement is needed for FEMA related study tied to flooding.

Anderson asked for any new news from the last testing. Hansen reported being told to get a churn sampler because there was a potential that the samples were all different strength. A churn sampler will be purchased by Jacobs to see if that was the cause. Jacobs is offering to use their lab and pay for the outside lab, which are all certified by the state although Hansen recommended staying with one of the city's independent labs for

fact checking. Kinley explained that, overall, the BOD is still increasing which could potentially impact the sizing and rating. The solution would be to do additional testing. The DOE would make us record all the samplings. The Tetrattech team is also aware of this problem.

8. NEW BUSINESS:

- a) **Skamania EDC Contract Approval** - City Administrator Leana Kinley requested council approval of the attached contract with the Skamania County Economic Development Council for services related to the general economic development of the city for a total cost of \$10,237.50.

MOTION to approve the Skamania EDC contract made by Councilmember Weissfeld, Seconded by Councilmember Hendricks. Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen

- b) **Approve MOA between the City and the Stevenson Public Works Department** - City Administrator Leana Kinley requested approval of the attached contract between the City of Stevenson and the Stevenson Public Works Department regarding a streamlined Critical Areas permitting process and heightened environmental stewardship.

Council discussed not going project by project and instead looking at one in the beginning of the year and checks and balances again at the end of the year after projects have been completed.

Woodrich noted that, based on the title of this document, it appears that the city is contracting with itself. He recommended adopting and changing the name to Critical Areas Internal Policy and explained that because its internal it's all executive branch. It can come before council as informational and council can approve it but they're not implementing it.

This item was moved to informational items with no need for approval.

- c) **Approve Ordinance 2018-1131 Business Licenses** - City Administrator Leana Kinley presented ordinance 2018-1131 regarding city business licenses for council review and approval. The state legislature adopted EHB2005 requiring cities change their business license regulations, which are incorporated in the ordinance.

Woodrich purposed having a uniform minimum threshold of activities in the city to qualify the need to pay a fee for a business license. The business license is currently \$10. If the business is physically located in city limits then they pay \$10. If it's an outside business they have to reach the \$2000 threshold before paying the business license. The city will require an application and no fee license. Council discussed reporting and Kinley was unsure as currently it is self-certification and the city get sales tax reports to verify. The second part of the goal from the house bill was to make everyone use a one stop shop so when they file their business license with the state they are also filing for the cities they do business in. Weissfeld asked whether distributing or internet commerce was included. Kinley and Woodrich confirmed it is only local commerce. The state model set the \$2000 threshold and the city determined \$10, although it could go up with this new monitoring.

MOTION to approve Ordinance 2018-1131 made by Councilmember Hendricks. Seconded by Councilmember Knudsen.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen.

- d) **Planning Commission-Council Communication** - Council discussed how they can best direct the planning commission on projects referred to them for review and recommendation.

Knudsen discussed the communication and back and forth between the City Council and Planning Commission. To cut down on confusion between two bodies, he suggested creating an action list to send forward to the Commission. He suggested starting this with the moratorium currently on the table and establishing a baseline for future issues the Council wants the Commission to handle.

Hendricks cautioned against overly guiding. Knudsen explained that this would not go into the details but give reason for the moratorium. Knudsen added that the Commission is asking for guidance. Shumaker added that there is more autonomy now and they are charting a new course with a new mayor with a new direction. They are trying to figure out the middle ground on how to communicate and approach topics that are of priorities by both groups.

Anderson stated that he was open to attending Commission meetings. Kinley suggested sharing the goals out of the strategic plan and the comprehensive plan. Weissfeld suggested providing a copy of the minutes. The moratorium process was described as declaring the moratorium first and then discussing reasons second. The findings of fact with the moratorium will be coming at the next council meeting. Anderson noted needing to get in front of the work we've already done and will work with the Planning Commission and City Council to address it.

- e) **Approve Amendment to Waterfront Amenities Agreement with Port of Skamania** - The Port of Skamania requested an extension of the tourism funding contract for Waterfront Amenities through the end of 2019 and would like to add water fountains to the project as well. The total project budget remains unchanged.

Woodrich explained that contracts do prefer specific language and since they have changed the specifics it needs approval, although the dollar amount remains the same.

MOTION to approve amendment made by Councilmember Weissfeld,
Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks,
Councilmember Knudsen

9. INFORMATION ITEMS:

- a) **Municipal Court Cases Filed** - A summary of Stevenson Municipal Court cases recently filed was attached for Council's review.
- b) **Fire Department Report** - A copy of the Fire Chief's report for November, 2018 was attached for council review.
- c) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for November, 2018 was attached for council review.
- d) **Planning Commission Minutes** - Minutes were attached from the 10/8/18 Planning Commission meeting.
- e) **Chamber of Commerce Activities** - The attached report described some of the activities conducted by Skamania County Chamber of Commerce in November 2018.
- f) **Energy Services Proposal** - Attached was the detailed report regarding energy upgrades at City Hall and the water meter upgrades throughout the

city. Staff is awaiting more information regarding financing options before moving forward with this project.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Eric Hansen, Public Works Director

Hansen was subpoenaed to testify at hearing regarding the items that were previously stolen from city. All items were returned except for \$600 worth of items. The ruling was in the city's favor at a total return of \$687.

He noted that the third arm rest for benches have been installed on the most popular benches and the remaining will be installed as time allows

The city streetlights have all been converted to LED. The feedback to the city so far has been that they are too bright. Hendricks reported feedback that people out early love how bright it is.

The Russell Street project is still progressing. They have 60% plans and are waiting on under grounding plan from the PUD. Hendricks suggested considering a long-term plan for trucks down there. Weissfeld asked about negative feedback from the Fire Department since the change in stop sign and Hansen reported no. He also added that the pedestrian signs in the middle of the road need to be replaced about six times a year at a cost of \$100 per sign each time.

The new employee, Ian Lofberg is working on grease trap inspections and downspout inspections.

b) Ben Shumaker, Community Development Director

Shumaker was invited to a quick meeting called by the county to address the completion of the dredge project on Rock Creek and the mitigation project on the Columbia Waterfront. They are putting together a better vegetation plan and want to pull together an intergovernmental group to review, with possible financial commitments to come back to the city. They are going to work on coming up with a project for creating access as well as tree planting and vegetation. Hendricks suggested Wind River park as a new area for the mitigation.

The buildable lands inventory and housing needs assessment will be coming to Council for a contribution on the fee for scope of work. The EDC is leading with regional to enable us to make decisions with Skamania County and start toward an agreement of how urban areas are used. This is a shift in the conversation to start thinking about how can we use the land that we have.

The hospital district is going through process of evaluating a possible hospital in Skamania County, which could be anywhere from a micro hospital to a stand alone emergency room. They asked for the city's involvements and Shumaker is representing the city on their committee. Anderson recommended not placing too much of the work on the committee and other members. Weissfeld noted the lack of hospital and emergency services hinders the ability to grow as a city.

Shumaker provided a link for the Planning Commission to an article about the Dollar General store, which explained that, since the 2000s, they've built more than 2000 buildings in rural communities. As the city looks at a downtown plan, this may be the type of development that might want to come here. Shumaker noted that it is not just about commercial development but what type of commercial development we want to see.

There is a state effort to look at how the state is doing with land use planning. The Growth Management Act doesn't apply to Stevenson because its small and slow growing. The buzz is building and Shumaker recommends letting him know if there are questions about how it will impact Stevenson. The key message with growth management is a system with fixes and tools to address problems. Being a part of the scenic area, the city has an act in place so the recommendation would be to give us access to the tools as well.

c) Leana Kinley, City Administrator

The pool committee is looking for long term solutions and is considering the creation of a park district for the pool. If the city wants to also move forward with a park district than the two would compete on the ballot, as they would both be requesting a levy. Kinley asked for Council interest in supporting the park district for the pool or moving forward with park district across the city. Council does not want to compete with pool. Council

recommended going with a comprehensive pool and park district. Weissfeld suggested that the district would be more likely to pass if it was limited to the pool only whereas Hendricks saw the pool and parks together having a better shot. Council consensus was to aim for a larger scope but would support something that was pool only.

Kinley met with WCIA and discussed insurance options.

The employee reviews have been mostly completed. It was noted that personnel evaluations are an executive function. The Council can have input about the City Administrator review. Kinley noted that she has not been reviewed yet but a plan will be put in place after discussion with Anderson.

A 2018 accomplishments list will be put into a more comprehensive project list, included with the goals outlined by Council and the rates changing, into a communication document for the public.

The city staff and employee took a true colors training. It looked at employees' personalities and how best to communicate with each other.

The city hired Kristy Arnett as Deputy Clerk/Treasurer II. She will start January 7th.

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a) November 2018 payroll, December 2018 Firemen's & December 2018 A/P checks have been audited and were presented for approval. November payroll checks 12993 thru 13004 total \$92,755.79 which includes eleven direct deposits, one EFTPS and four ACH payments. Firemen's checks 13005 thru 13025 for \$16,448.96 which includes three direct deposits and one EFTPS. A/P Checks 12992, 13026 thru 13100 total \$360,888.36 which includes three ACH payments; check 13059 was voided. The A/P Check Register and Fund Transaction Summary were attached for your review. Detailed claims vouchers were available for review at the Council meeting. No investment activity in November.

MOTION to approve vouchers made by Councilmember Hendricks,
Seconded by Councilmember Weissfeld.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks,

Councilmember Knudsen

12. MAYOR AND COUNCIL REPORTS: None

13. ISSUES FOR THE NEXT MEETING: None

14. ADJOURNMENT - Anderson adjourned meeting at 9:02 p.m.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Claire Baylor

**MINUTES
CITY OF STEVENSON
SPECIAL COUNCIL MEETING
January 10, 2019
6:00 p.m., City Hall**

1. **CALL TO ORDER:** Mayor Anderson called the meeting to order at 6:00pm and conduct roll call. PRESENT: Councilmember Robert Muth, Councilmember Matthew Knudsen, Councilmember Amy Weissfeld, Councilmember Paul Hendricks
2. **CERB Alternatives Analysis Project:** Cyndy Bratz and Hunter Bennett-Daggett from Tetra Tech presented the Final Assessment Table and recommended alternatives from previous workshops. After all of the analysis and cost comparison, the end result was the alternatives would not be able to reduce the BOD load to a level that will allow the city to lift the moratorium. The plant upgrades are necessary and any implementation of the alternatives, specifically the Best Management Practices (BMPs), for the Significant Industrial Users (SIUs) would determine how long the plant upgrades would last. One change to the currently adopted General Sewer Plan and Wastewater Facilities Plan would be to phase in the plant upgrades rather than implement all the changes at once.

MOTION to approve the recommendation to contract with the SIUs and have them implement BMPs as discussed and to move forward with the phased approach for the upgrades as discussed, with phase 1 including everything except a third clarifier, a mixed liquor splitter box, a RAS pump station, an effluent pump station and a sludge dewatering and sludge truck loading building made by Councilmember Muth. Seconded by Councilmember Hendricks. Voting Yea: Councilmember Muth, Councilmember Hendricks, Councilmember Knudsen, Councilmember Weissfeld.

3. **ADJOURNMENT** – Mayor Anderson adjourned the meeting at 7:15 pm.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Leana Kinley

**CITY OF STEVENSON
RESOLUTION 2019-326**

**ADOPTING FINDINGS OF FACTS SUPPORTING SINGLE FAMILY RESIDENCES IN
THE C1 ZONE MORATORIUM**

WHEREAS, the City Council for Stevenson, Washington approved Single-Family Residences in the C1 Zone Moratorium Ordinance No. 2018-1129 on December 6, 2018; and

WHEREAS, RCW 35A.63.220 requires a City to conduct a public hearing and adopt Findings of Fact supporting the moratorium within 60 days; and

WHEREAS, Single-Family Residences in the C1 Zone Moratorium Ordinance No. 2018-1129 sets forth that a public hearing shall be conducted on January 17, 2019, and, as scheduled, a public hearing was opened at a regular public meeting on that date and the public and staff gave testimony concerning the single-family residences in the C1 zone construction moratorium.

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

The City Council of the City of Stevenson adopts the following findings of fact:

1. The City has listed in the 2013 Comprehensive Plan to, “consider allowing new single-family development in the downtown area as conditional uses according to specific criteria such as the presence of lot sizes to small to support new commercial uses.”
2. In October 19th and 20th, 2018 council met and developed a strategic plan which included a goal for the downtown to increase the mixed-use development by 2024.
3. The look and feel of the City’s downtown and waterfront districts are vital to the overall health of the City’s community and residents’ quality of life.
4. Vacant lands within the downtown and waterfront districts are in very short supply.
5. Single-family residences are 50+year investments which could negatively affect the vitality of the City’s downtown economy and quality of life for generations.
6. There are funds set aside in the 2019 budget to develop a downtown plan including a traffic study and design standards.
7. The current C1 zone allows single-family residences and any property owner submitting a complete application for a new single-family residence would be vested to the code at the time of application.
8. The city needs time to adopt reasonable standards for conditional uses in the C1 zone for single-family residences as outlined in the Comprehensive Plan to better protect the character and vitality of the community.

Passed by a vote of _____ at the regular city council meeting of January 17, 2019.

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich. City Attorney

**CITY OF STEVENSON
RESOLUTION 2019-327**

ADOPTING THE CITY OF STEVENSON GENERAL SEWER PLAN AND WASTEWATER FACILITIES PLAN UPDATE AND AUTHORIZING SUBMITTAL OF THE STEVENSON GENERAL SEWER PLAN AND WASTEWATER FACILITIES PLAN UPDATE FOR APPROVAL BY THE WASHINGTON DEPARTMENT OF ECOLOGY.

WHEREAS, the City of Stevenson (“City”) adopted the General Sewer Plan and Wastewater Facility Plan as approved by the Department of Ecology on December 18, 2017 with Ordinance 2018-116 on January 18, 2018; and

WHEREAS, the City conducted a Value Planning Charrette on June 6, 2018 and came up with a list of alternative solutions aimed to achieve regulatory compliance and future capacity while reducing costs; and

WHEREAS, the City contracted with Tetra Tech, with funding from the Community Economic Revitalization Board, to perform an analysis on the alternative solutions; and

WHEREAS, the outcome of the analysis has necessitated a revision to the *Stevenson General Sewer Plan and Wastewater Facilities Plan Update*; and

WHEREAS, a public hearing regarding the plan revision was held on January 17, 2019; and

WHEREAS, the City Council has determined it is in the best interest of the city to approve the revised *Stevenson General Sewer Plan and Wastewater Facilities Plan Update*.

NOW THEREFORE, the City Council of the City of Stevenson, Washington do hereby resolve as follows:

Section 1 – The revised *Stevenson General Sewer Plan and Wastewater Facilities Plan Update* dated January, 2019 and attached as “Exhibit A” is officially adopted.

Section 4 – “Exhibit A” shall be forwarded to the Washington State Department of Ecology with a recommendation to adopt with or without changes as they deem appropriate.

Passed by the City Council of the City of Stevenson this 17th day of January, 2019.

SIGNED:

ATTEST:

Scott Anderson, Mayor

Leana Kinley, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970

FAX (509) 427-8202

7121 E Loop Road, PO Box 371

Stevenson, Washington 98648

To: Stevenson City Council
From: Leana Kinley, City Administrator
RE: Sewer Plant Update
Meeting Date: January 17, 2019

Executive Summary:

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

Overview of Items:

Plant Operations:

The city has conducted four days of split sampling using the churn sampler to evaluate the BOD reporting differences between four different labs.

Grease trap inspections have been completed in all commercial kitchens.

A data logger has been installed in the headworks to record peak hourly flow. This will help in determining plant sizing for upgrades and may lead to a reduction of cost.

The diffusers in the digester have been repaired.

The plant has seen pH fluctuations outside of the normal range. Operators have started adding lime to the oxidation ditch to correct the deficiencies and will begin random inspections to determine the source of the pH variances.

The average Influent BOD load for 2018 has been:

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

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 CERB feasibility study is moving forward. There was a special council meeting on January 10th and a Public Hearing on January 17th. The first progress report and reimbursement request has been submitted. The study will result in a final direction for the upgrades and an update to the wastewater facilities plan.

A draft contract is included in the packet for council review. The resolution will authorize the Mayor to sign the contract when it's finalized. The RFQ is being drafted and is expected to be published by next week.

The city received notification of an EPA grant supporting local infrastructure for Anaerobic Digestion and applied by the November 30th deadline. The project the city will apply for will be around resource recovery, will supplement the CERB study and can run concurrently with other portions of the project. We will find out in early 2019 the status of our application.

In preparing a project proposal for a \$4M EDA grant (20% city match), it was discovered there is no easement or property control for the fairgrounds lift station. The county granted an easement for the property and the city will move forward with the application. With the government shut-down there is no status update on the availability of the funds.

Communications:

Staff mailed a flyer on Tuesday to customers to discuss the current schedule and communicate the rate increases for 2019.

Action Needed:

None.

2019 APPOINTMENTS (as approved by Council)

MAYOR PRO TEM: Robert Muth

PLANNING COMMISSION (6 Year Terms)

Position No. 1	Valerie Hoy-Rhodehamel	2018	
Position No. 2	Shawn Van Pelt	2018	
Position No. 3	Karen Ashley	2021	
Position No. 4	Chris Ford Auguste Zettler		2021
Position No. 5	Matthew Knudsen Jeff Breckel		2023

BOARD OF ADJUSTMENTS (3 Year Terms)

(Ensures that the City's land use and development regulations are applied in a fair and consistent manner by hearing and deciding appeals of administrative actions made pursuant to the City's land use and development regulations and by hearing and deciding variance proposals for projects within the City)

Rocky Cowart	12/18
Dan McGill	12/19
Marilyn Butler	12/19
Mary Repar	12/ 18 21
Bradlee Seehafer	12/19

BOARD OF APPEALS (1 Year Terms)

(Hears appeals related to action taken by the building official under provisions of the constructions codes).

Jason Ledesma	12/1 8 9
Jim Joseph	12/1 8 9
Pat Price	12/1 8 9
Mark Peterson	12/1 8 9
Martin Hecht	12/18

EX-OFFICIO PLANNING COMMISSION

(non-voting position, except Mayor does legally authorize this appointment to have the power to vote for quorum issues as discussed by ordinance and outlined in RCW).

Paul Spencer, with David Bennett as alternate.

COUNCIL & STAFF COMMITTEE/BOARD APPOINTMENTS

The following organizations need representatives from the City to serve on their respective boards.

CITY OF STEVENSON FIRE DEPARTMENT

- Meets locally every Monday at the fire hall at 7:00 PM.
- Fire Chief Rob Farris (elected by the fire department members)
- City Staff contact – Gordon Rosander (fire department volunteer, asst to Chief)

CITY OF STEVENSON VOLUNTEER FIREMEN'S BOARD

- Meets on an as needed basis locally; membership set by RCW.
- Established to deal with accident claims.
- Mayor (Scott Anderson), Fire Chief (Rob Farris), City Administrator (Leana Kinley) and Councilmember Amy Weissfeld currently serving,

EMERGENCY SERVICE COMPENSATION BOARD

- By statute the Mayor and one council member must serve.
- Meets on an as-needed basis to deal with claims. (Has never met).
- Mayor Scott Anderson and Councilmember Robert Muth currently serving.

SKAMANIA COUNTY EMERGENCY MANAGEMENT VOLUNTEER ORGANIZATION

- Meets bimonthly in the evenings.
- Coordinates various emergency management groups.
- Fire Chief Rob Farris currently serving with Gordon Rosander as alternate.

MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

- Meetings quarterly on various days of the month at 4:00 PM. Typically, meetings take place on the third Thursday of the month, conflicting with Stevenson council meetings.
- Appointment is joint with the City of North Bonneville for two-year terms that expire even numbered years.
- Deals with regional economic development, approves loans to small businesses, and deals with Federal Economic Development Administration.
- Stevenson City ~~Councilmember Paul Hendricks~~ Administrator Leana Kinley currently appointed.

SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

- Meets monthly at 8:30 A.M. on 2nd Thursday of the month in Stevenson.
- Twelve-member board with rotating appointments of 2 years.
- The EDC's mission is to coordinate agencies dealing with business and industrial development and actively recruit new industry and business into the community.
- ~~Paul Hendricks~~ Amy Weissfeld serving ~~nominated~~ for 2017-~~2018~~ & 2019 with ~~Amy Weissfeld~~ Paul Hendricks as alternate.

STEVENSON BUSINESS ASSOCIATION

- Meets the first Tuesday of the month @ 8:00 am @ the Chamber Office.
- Coordinates businesses, updates retail businesses, sponsors trainings, develops tourism promotional material, sponsors festivals & events.
- Leana Kinley currently serving ~~with Mark Peterson as alternate.~~

STEVENSON DOWNTOWN ASSOCIATION

- Meets the second Tuesday of the month @ 6:00 pm @ the Chamber Office.
- Works to create a vibrant downtown with a focus on economic and community prosperity, historic preservation and connection to the Columbia River waterfront.
- ~~Leana Kinley~~ Scott Anderson currently serving.

SKAMANIA COUNTY CHAMBER OF COMMERCE

- Meets every 1st Thursday at 11:30 AM in Stevenson. Lunch is provided. Includes a four-hour Board Retreat in the fall.
- Coordinates the promotion of tourism within the County.
- Leana Kinley currently serving.

SKAMANIA COUNTY FAIR BOARD

- Meets on the second Wednesday of the month @ 7:00 pm. at Rock Creek Center.
- Coordinates and sponsors county fair.
- 2-year appointments.
- Eric Hansen ~~currently~~ serving for 2017-~~2018~~ 2020

SOUTHWEST WASHINGTON CLEAN AIR AGENCY

- Afternoon meetings on the first Tuesday (@3:00 pm) of each month in Vancouver.
- Deals with enforcement & implementation of Clean Air Act.
- Annual joint appointments from City of North Bonneville and Stevenson.
- Ben Shumaker currently serving.

SKAMANIA COUNTY SOLID WASTE ADVISORY BOARD

- Meets on as needed basis (~two times per year) at noon during the day.
- Appointments are annual.
- Deals with solid waste and garbage related nuisance issues.

- ~~Mark Peterson~~Eric Hansen serving ~~with Eric Hansen as alternate~~ for 2018~~9~~.

DRAFT

SKAMANIA COUNTY REGIONAL TRANSPORTATION BOARD

- Meets during the afternoon of the 1st Wednesday of each month.
- Deals with the coordination of transportation planning regionally and reviews some Federal funding disbursements.
- Ben Shumaker currently serving with Eric Hansen as alternate.

SKAMANIA COUNTY LAW AND JUSTICE COUNCIL

- Mandated committee to establish a law and justice plan for the Skamania County community. Board membership is statutorily set.
- Appointment is annual, representing both city's courts
- Meets as needed, during the day.
- Carla Cosentino currently representing the Cities (will need new appointment for 2019).

Comment [LJ1]: Waiting for information from County regarding the Council's process for appointment.

SKAMANIA COUNTY DISABILITIES BOARD

- Meets locally on an as-need basis.
- Joint City appointment with City of North Bonneville
- Responsible for reviewing injury claims that are job related.
- Deanna Adams North Bonneville representative currently serving.

KLICKITAT-SKAMANIA UTILITIES COORDINATING COUNCIL

- Meets every other month in White Salmon during the day.
- Responsible for coordinating underground utilities.
- Eric Hansen currently serving.

COMMUNITY ACTION TEAM

- Meets on a quarterly basis.
- Sets priorities for community development projects for statewide grant prioritization.
- Leana Kinley currently serving with Amy Weissfeld as Alternate.

SKAMANIA COUNTY BOUNDARY REVIEW BOARD

- Meets on an as needed basis.
- Debi Van Camp serves as staff person.
- Mary Repar appointed for 2017-2020

TOURISM ADVISORY COMMITTEE

This committee meets at least once a year to recommend Hotel/Motel awards to City Council. Membership is set by RCW and must have two members who pay the motel/hotel tax and two members who receive funding from the tourism tax.

- Skamania Chamber Director (Casey Roeder)
- Stevenson Downtown Association Representative (Joe Schlick)
- Skamania Lodge (Ken Daugherty)
- Columbia Riverside Lodge (Angus Ruck)
- Council Member (Amy Weissfeld)
- City Administrator (Leana Kinley)

BROADBAND ADVISORY COMMITTEE (New committee established for 2016)

- Will meet on a quarterly basis.
- Scott Anderson has volunteered to be part of this committee.
- Council established committee with Scott Anderson, Paul Hendricks, Mary Repar, and one service provider representative.

SKAMANIA COUNTY HOMELESS COUNCIL

- Meets monthly on the Third Wednesday at 1pm in the Hegewald Center.
- Leana Kinley currently serving

Ad Hoc and Temporary Committees Appointments are on the following page.

AD HOC & TEMPORARY COMMITTEE APPOINTMENTS

(These are short term, special focus committees that will terminate with project completion.)

STEVENSON PUBLIC ART COMMITTEE (Functions as needed – whenever funding for projects becomes available)

- Marilyn Bolles
- Bill Yee
- Mark McCormick
- Mara Reynolds
- Pat Hood
- Laura Buchan
- Leana Kinley
- Amy Weissfeld

WATER INVENTORY RESOURCE INVENTORY AREA (WRIA)

This committee was created as part of a state water plan update. Stevenson is in section #29A. The other representatives on this committee consist of Skamania County, Skamania PUD and the Yakama Nation. Stevenson is on the committee as the largest city in the county. It meets as needed to assist with policy updates or to support a specific project.

- Ben Shumaker
- Leana Kinley (alt)

SWIM TEAM

The SWIM (Stevenson Wellness Improvement & Maintenance) team consists of 3 members: one rotational and two permanent. In addition, a Councilmember will be appointed by City Council and the City Administrator will serve as an ex officio member.

- | | | |
|--|--|--|
| Candace Ford | No expiration | |
| Ben Shumaker | No expiration | |
| Gordy Rosander <u>Tyson Schupbach</u> | | 2017-9 & 2018-20 (2-year term for the rotational member) |
| Leana Kinley (ex officio) | No expiration | |
| Robert Muth | 2018 (Appointed annually by City Council) | |

Shoreline Local Advisory Committee – Ad Hoc

Ben Shumaker, Gerald Doble, Eran & Gloria Howell, Joe Birkenfeld, Brian Birkenfeld, Bernard Versari (Kristi Versari alt), Tim Todd, Ken Wieman, Paul Hendricks, Planning Commission, Mary Repar, Pat Albaugh

STEVENSON CARSON SCHOOL DISTRICT LONG RANGE FACILITY PLANNING COMMITTEE

This committee meets from 6:30-8:30 pm on Tuesdays throughout the year depending on project status. More information on agendas and schedules can be found on the school district website.

- Ben Shumaker currently representing the City.



City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council
From: Leana Kinley, City Administrator
RE: 2019 Legislative Priorities
Meeting Date: January 17, 2019

Executive Summary:

At the February 2018 council retreat, council created a list of priorities that would require legislative action or support in 2018 and 2019. As the new legislative session begins, it is time for council to review the legislative priorities for approval and distribution.

Overview of Items:

The legislative agenda should be one page and include capital needs along with policy priorities. Once adopted, it will be used to communicate with our legislators and citizens. Examples of other city's agenda can be found online at <https://wacities.org/data-resources/articles/2018/11/30/develop-your-city-s-legislative-agenda> .

List of Priorities from 2018 Council Retreat:

- Fire Hall Funding
- Wastewater Treatment Plant – Funding, support, regulations
- Traffic Tax Trial
- Federal Lands Access Program – ridge of the Gods Support
- Broadband
- AWC Legislative Priorities as applicable to Stevenson

AWC 2019 Legislative Priorities:

- Support economic development tools to encourage job creation and economic growth
- Fund a systems approach to correct fish-blocking culverts
- Keep the Public Works Trust Fund in working order
- Provide responsive funding for the Criminal Justice Training Commission (CJTC)
- Invest in affordable housing
- Address a failing behavioral health system

The Strategic Plan from the October 2018 council retreat is attached for review.

Action Needed:

Approve a list of 2109 legislative priorities.

Vision:

Those citizens have now spoken, and their vision for the future is to proudly look out their window, walk down their street, or return for a visit in 2030 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.

Goals:

1. **Wastewater Upgrades:** The city will continue working toward lifting the commercial sewer connection moratorium, building efficient, sustainable and affordable wastewater system upgrades with added BOD capacity by the end of 2021.
 - a. **Complete CERB Feasibility Study** on the Alternatives Analysis by the end of Feb, 2019 and implementation of proposed alternatives by August, 2019.
 - b. Contract with DOE for design funding by Jan 31, 2019.
 - c. Advertise for Design Engineer immediately upon contract with DOE. Phase Design Engineering contract as necessary to address collection system (including pump stations and geotechnical study) prior to performance on WWTP design.
 - d. **Complete Design** of the project to apply to DOE for construction funding by Oct, 2019.
 - e. **Update Facilities Plan** with the CERB Study and design work by Oct, 2019.
 - f. Plan for the relocation of Public Works equipment with the expansion of the WWTP to be implemented with construction of the upgrades by the end of 2021.
 - g. Continue with the **Sewer Lining** project to reduce Infiltration and Inflow at the wastewater treatment plant during rain events by inspecting 10% of the wastewater collection system each year and repairing as needed and as budget allows. Contract for Geotech report as identified in GSP before repairs are made in Montell neighborhood.
 - h. Enter into agreements with all Significant Industrial Users for individual discharge limits and rates by the end of the second quarter 2019.
 - i. Update FOG program to improve compliance by 90% by the end of 2019 and 100% by 2020. Updates shall include clear instructions of how the proposed escalating fees/fines will be imposed.
 - j. Continue with minor improvements in both collection system and plant and encouraging BOD reduction to reach a goal of 0 NPDES effluent violations.
2. **Fire Hall:** The city will partner with Skamania County Fire District 2 and the Skamania County Department of Emergency Management to build a new fire hall that meets the needs of the

agencies, is affordable to the community and is a valued asset of Rock Creek Drive by the end of 2020.

- a. **Design Completion** by first quarter 2019
 - b. Apply for and secure **Construction Funding** by the end of 2019
 - c. Enter into interlocal agreements between various agencies for the funding and/or maintenance of the property.
 - d. Complete construction by Fall 2020.
3. **Downtown Planning:** The downtown corridor will be thoughtfully planned to encourage utilization of the entire downtown, allow for safe and easy flow of traffic, and support mixed-use development by the end of 2024.
 - a. A **Traffic Study** will be completed by the end of 2019.
 - b. **Design Standards** will be updated by the end of 2019.
 - c. **Mixed-Use** – The city will reduce barriers to mixed use to encourage increase mixed use development by the end of 2024
 - d. **Aesthetic Improvements** -Vacant/derelict/unkept property ordinances will be in place by the end of 2020, a list of nuisance properties will be created in coordination with the Stevenson Downtown Association by the end of 2019 and nuisance properties will be enforced for a reduction of nuisances by 75% by 2024.
 - e. **East-side Downtown Improvements** will be made to encourage development with an increase of developed or utilized properties of 25% by 2024. This will start with the development of a list of improvements needed by the end of 2019.
4. **Unimproved Street Plan:** The city will develop an unimproved street plan to include funding mechanisms and opportunities by the end of 2019 and begin construction on at least one project by the end of 2021.
 - a. **Del Ray** - The city will work property owners to determine development opportunities for public and private uses by the end of 2020.
 - b. **Lotz Road Improvements** will be included in the unimproved street plan.
5. **Housing Affordability:** The city will work with private and public partners to increase the availability of attainable housing by 20 units, reduce the unhoused population by 20% and increase temporary shelter availability by 75% by the end of 2024.
 - a. **Homeless/Temporary Housing** funding initiatives will be explored to in 2019 to obtain resources to help fund the goal with funds being collected in 2020 and utilized by 2022.
 - b. The city will partner with the EDC to complete a **Buildable Lands Inventory** by the end of 2019.
 - c. The city will partner with other agencies to complete a **Housing Needs Assessment** by the end of 2020.
 - d. Obtain property and develop infrastructure to support a Cascade Columbia Housing Corporation project. CDBG, WSHFC, and partner agency funds will be pursued as necessary.
 - e. Reconsider zoning standards for configuration of ADUs (attached vs unattached) by March, 2019.
6. **Russell Ave Rebuild:** Russell Avenue will be rebuilt from the Waterfront to Vancouver Ave to underground utility lines, improve pedestrian safety and enhance the experience by installing

landscaping with **irrigation** to include **trees and planter boxes, benches and wayfinding signs** and have a completed **maintenance plan** by the end of 2024.

- a. Phase I of the project, Waterfront to Second Street will be completed by the end of 2019 with minimal impact to the downtown during the peak summer months, pending the acquisition of required easements.
 - b. Phase 2 of the project, Second Street to Vancouver Ave, will be completed by 2024 and tie in with the Courthouse Plaza project if funding allows.
7. **Aggressive Conduit Plan/Undergrounding:**
 - a. The city will revise construction standards and practices by the end of 2021 to require undergrounding of utilities on street projects, develop rationale for variances, discuss reimbursement from utility companies on use of city installed conduit and review the reduction of separation standards for utilities within narrow road corridors.
 - b. The city will proactively install conduit for future use in all open ditches and boring projects.
8. **City Owned Facilities, ROW, Roads and Streets Continued Maintenance/Improvements:** the city will **be a leader in aesthetic improvements** and maintain facilities, property and Rights of Way.
 - a. **Landscaping** – The city will create a plan for landscaping and maintenance for city property and rights of way, which may include agreements with adjacent property owners, by the end of 2020.
 - b. Fill hole in front of high school and vegetate with trample-resistant, maroon and/or blue plantings that can survive without water by November 30, 2018.
 - c. Trim/Remove damage to all remaining city trees caused by the 2017 ice storms by March, 2019.
 - d. Replace dead plants from the Lodge Trail, Cascade Avenue and Kanaka Creek Road projects by March, 2020.
9. **Collaborative Meetings:** Set up a meeting for twice a year with elected representatives from the PUD, County, School District, EMS, City Council to begin in 2019.
10. **Exploring Industrial Sites:** Apply for a CERB grant to evaluate the feasibility of additional industrial sites away from the Waterfront by the end of 2019.
11. **Broadband**
 - a. The city will work with the Broadband Action Team to complete the Broadband Strategic Plan by the end of 2019.
 - b. The city will work with regional, state and federal agencies for funding and advisory roles to facilitate the completion and implementation of the Strategic Broadband Plan starting in 2020.
12. **Waterfront Development-**The City will work with the Port of Skamania to develop a waterfront development plan by the end of 2021.
13. **City Property Security** - The city will evaluate security needs at all city facilities and begin implementing security enhancements in 2019.
14. **Water System Continued Maintenance**
 - a. **SMART Meter Completion** – Select and install smart meters and begin monthly excess water usage charging by the end of 2019.
 - b. **Replace** most of the failing **AC Pipes**, about 30% of the city waterlines, by 2030.

- 15. Parks Plan** Develop a park plan to include maintenance of current parks and standards by the end of 2020.
 - a. Pebble Beach/Slaughterhouse Point Trail** – Work with the Port of Skamania to develop the trail to link with the trail network throughout town by the end of 2024.
 - b. Wayfinding Waterfront-Rock Creek** – Install wayfinding signage along the waterfront and Rock Creek by the end of 2021.
 - c. Parks and Rec District** – Develop committee to research and evaluate interest for a park and recreation district by the end of 2020. Determine a way forward go/no go by 2021.
 - d. Courthouse Plaza Agreement** – Work with Skamania County and Stevenson Downtown Association to develop an agreement for maintenance and park management by the end of 2019 or before construction begins.
- 16. Improve Financial Software System** Research new software options and ways to maximize current software with a recommendation to council on whether or not to change systems by the end of 2019.
- 17. Develop Deliberate Growth Strategy** by the end of 2020.
- 18. Partner with School District on Workforce Education Development** by the end of 2021.
- 19. Road Diet** – Study, review and revised road standards to reduce required rights of way for street development by the end of 2020.
- 20. Communication Plan** – Include a communication plan for projects going forward and ensure it includes multiple medias-newspaper, website, Facebook, flyers, etc.
- 21. Develop Youth Leadership Process** to include honorary student councilmembers by the end of 2020.
- 22. Internship Program** –Annually reach out to universities and the high school regarding internship opportunities to work on projects that further the goals of the city.
- 23. Post Office/Home Delivery** – Work with the post office to evaluate the options for expansion of home delivery and possible relocation of the post office by the end of 2024.
- 24. Remodel City Hall** – remove surplus items by the end of 2019, reduce and organize city records by the end of 2022 to optimize the usable space for a remodel of city hall by the end of 2024.
- 25. Work with the Stevenson Downtown Association, Stevenson Business Association, and Skamania Economic Development Council to Create a Guide for Businesses/Outside Resource** by the end of 2021.

Join Our Rural Community Leadership Network

Support Rural Leadership Training in Your Community



Rural Development Initiatives (RDI) is delivering time-tested, results-oriented leadership training to your region, and we are recruiting community partners in order to offer this program free of charge to rural participants.

Your partnership will help support the education of emerging and seasoned leaders of all ages and backgrounds to improve your rural community, will create a group of trained leaders who can spearhead projects important to your economy and quality of life, and will provide a pool of skilled community members ready and able to make a real difference.

Name of Organization: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ Email: _____

I commit my organization to provide \$_____ as a Partner in providing rural-focused, community-specific, results-oriented leadership training in our community.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please mail this page with a check payable to:
Rural Development Initiatives, Inc. (RDI)
150 Shelton-McMurphey Blvd. Suite 201
Eugene, OR 97401

For more information, please contact Jennifer Groth, jgroth@rdiinc.org or 541-684-9077 x3.

**CITY OF STEVENSON, WASHINGTON
RESOLUTION 2019 – 328**

**A RESOLUTION AUTHORIZING A BALLOT PROPOSITION
FOR CREATION OF A METROPOLITAN PARK DISTRICT**

WHEREAS the City acknowledges the need for recreational, health and educational benefits for residents of Skamania County;

WHEREAS the current pool although in good physical condition is not in operation;

WHEREAS the City recognizes that through formation of a Metropolitan Park District the finances needed to operate the pool would be realized through property tax collections and user fees;

WHEREAS, RCW 35.61 authorizes a local government resolution to submit a ballot proposition for creation of a Metropolitan Park District;

WHEREAS the City intends to draft an interlocal agreement with Skamania County to jointly administer the governance of said Metropolitan Park District as described in RCW 35.61.050(4);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stevenson hereby authorizes a ballot proposition for creation of a Metropolitan Park District, following the boundaries of the Stevenson-Carson School District #303, be submitted to the voters of the area proposed to be included.

PASSED by the Council of the City of Stevenson this 17th day of January, 2019.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC
City Attorney

Agreement No. WQC-2019-StevPW-00044

WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF STEVENSON

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Stevenson, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Stevenson Clean Water Facility and Collection Improvement—Design Phase
Total Cost:	\$1,985,000.00
Total Eligible Cost:	\$1,985,000.00
Ecology Share:	\$1,985,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2020
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in Rock Creek and the Columbia River through the design of wastewater collection and treatment facilities at pump stations and the wastewater treatment plant in the City of Stevenson. This project increases capacity and improves treatment of BOD and replaces existing infrastructure.

Project Long Description:

This project improves water quality in Rock Creek and the Columbia River through the design of wastewater collection and treatment facilities at pump stations and the wastewater treatment plant in the City of Stevenson. This project increases capacity and improves treatment of BOD and replaces existing infrastructure.

The RECIPIENT will complete design engineering for upgrades and expansion of the WWTP, pump stations, and approximately 1.5 miles of new and replacement collection system piping. The projects will help the RECIPIENT comply with Ecology’s Administrative Order, Docket #14221 and achieve permit compliance. The project includes design of the following projects:

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

- Clean Water Facility- The project will design upgrades to the Headworks, Secondary Treatment (Aerobic Treatment), Secondary Treatment (Clarifiers), Disinfection Treatment, Solids Handling, and Miscellaneous SCADA, Pumping & other Facilities.
- Collection System, Part 1- The collection system improvements funded by this project include the Rock Creek Pump Station.
- Collection System, Part 2- This portion of the project designs the best of 2 options that will be evaluated to address deficiencies in the Kanaka Creek Pump Station and the Cascade Interceptor.
- Geotechnical Considerations- This project investigates whether I/I is a stabilizing force in a neighborhood with recent ground movement.

The projects contemplated at the Clean Water Facility will help the RECIPIENT comply with Ecology's Administrative Order. The Rock Creek Pump Station, Kanaka Creek Pumps Station and Cascade Interceptor projects will help the RECIPIENT avoid overflows and pipe surcharging. The Main D Extension and Main F Diversion projects will help the RECIPIENT avoid overflows, avoid pipe surcharging, correct environmental health concerns for Kanaka and Vallett creeks, and add to the system's user base.

Overall Goal:

The goal of this project is a Clean Water Facility and sewage collection system that addresses our Administrative Order and aligns with the RECIPIENT's overall desires to:

- Provide high quality infrastructure as the basis for continued economic success and development,
- Ensure affordability for residential users,
- Protect our community's people and their property from environmental hazards,
- Ensure that public infrastructure and land use planning measure to mutually reinforce each other.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

RECIPIENT INFORMATION

Organization Name: City of Stevenson

Federal Tax ID: 91-6001512

DUNS Number: 025644105

Mailing Address: 7121 E Loop Road, PO Box 371
Stevenson, WA 98648Physical Address: 7121 E Loop Road
Stevenson, Washington 98648

Organization Fax: (509) 427-8202

Contacts

Project Manager	Leana Kinley City Administrator 7121 E Loop Road Stevenson, Washington 98648 Email: leana@ci.stevenson.wa.us Phone: (509) 427-5970
Billing Contact	Leana Kinley City Administrator 7121 E Loop Road Stevenson, Washington 98648 Email: leana@ci.stevenson.wa.us Phone: (509) 427-5970
Authorized Signatory	Eric Hansen Public Works Director 7121 E Loop Road Stevenson, WA 98648 Stevenson, Washington 98648 Email: eric@ci.stevenson.wa.us

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dave Dougherty PO Box 47775 Olympia, Washington 98504-7775 Email: ddou461@ecy.wa.gov Phone: (360) 407-6278
Financial Manager	Jeanna Ridner PO Box 47600 Olympia, Washington 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

SCOPE OF WORK

Task Number: 1

Task Cost: \$122,540.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Leana Johnson**Project Administration/Management****Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

SCOPE OF WORK

Task Number: 2

Task Cost: \$57,460.00

Task Title: Value Planning

Task Description:

A. The RECIPIENT will conduct a value planning workshop to develop additional alternatives in conjunction with local industries and community representatives. The workshop will identify cost effective solutions to the overloading occurring at the treatment plant.

Task Goal Statement:

Conduct a successful value planning workshop.

Task Expected Outcome:

Identify cost effective solutions tot he overloading occurring at the treatment plant

Recipient Task Coordinator: Eric Hansen**Value Planning****Deliverables**

Number	Description	Due Date
2.1	Value Planning Report	
2.2	.	

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

SCOPE OF WORK

Task Number: 3

Task Cost: \$1,805,000.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will conduct a value planning effort to identify a portfolio of options that can help solve the wastewater treatment plant issue. The options will be analyzed and submitted in a final report.

C. The RECIPIENT will design the Stevenson Clean Water Facility and Collection Improvements Project. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. A pre-design report prior to submitting the plans and specifications.
2. Headworks: interceptors, sampling station, flow metering, and screening/grit removal facilities.
3. Secondary Treatment.
4. Disinfection: new second UV channel with flow splitter boxes, refurbished first UV channel with new lighting/equipment.
5. Miscellaneous Facilities: new operations/laboratory/shop.
6. Solids Handling. This scope specifically excludes components of the WWTP facility plan related to solids handling.
7. Rock Creek Pump Station: New 1,500-gpm firm capacity duplex or triplex submersible pump station with new control panel, auxiliary standby power, and new 12-inch force main to the Clean Water Facility.
8. Cascade Interceptor, Phase 2 Replace 1,250 feet of 12-inch Cascade Interceptor located in Rock Creek Drive with new 18-inch pipe.
9. Main D Extension Plans & Specs: Extend Sewer Main D by installing 3,500 feet of 8-inch sewer pipe.
10. Collection System Part 2 Alternatives Analysis.
11. Geotechnical Considerations.

D. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. A current construction cost estimate will be submitted along with each plan/specification submittal.

E. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.

F. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. This plan will be provided within six months of signing the loan agreement. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment. The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases.

Task Goal Statement:

Fully designed and construction-ready documents for collection system improvements that comply with all federal, state, and local regulatory requirements.

Task Expected Outcome:

*Timely submittal of all deliverables.

*Improved sewer system coverage to align with water system coverage and land use planning expectations.

*Avoidance of pump station overflows and pipe surcharging.

*Improved ground and surface water quality for the Kanaka & Vallett creek basins.

Recipient Task Coordinator: Eric Hansen

Project Design**Deliverables**

Number	Description	Due Date
3.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
3.2	Pre-design Report	
3.3	Two copies of the draft and final design.	
3.4	Investment Grade Efficiency Audit documentation.	
3.5	The RECIPIENTS Sewer Revenue and User Rate plan	

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

BUDGET**Funding Distribution EF190304**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Forgivable Principle

Funding Type: Forgivable Loan

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2020

Funding Source:

Title: CWSRF-SFY19

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principle	Task Total
Project Design	\$ 575,000.00

Total: \$ 575,000.00

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

BUDGET**Funding Distribution EL190303**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2020

Funding Source:

Title: CWSRF-SFY19

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2% Interest Rate: 1% Admin Charge: 1%

Terms: 20 years

Project Start Date: 04/01/2018

Project Completion Date: 06/30/2020

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2594

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

SRF Loan	Task Total
Project Administration/Management	\$ 122,540.00
Project Design	\$ 1,230,000.00
Value Planning	\$ 57,460.00

Total: \$ 1,410,000.00

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Forgivable Principle	0.00 %	\$ 0.00	\$ 575,000.00	\$ 575,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 1,410,000.00	\$ 1,410,000.00
Total		\$ 0.00	\$ 1,985,000.00	\$ 1,985,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. “Section 319 Initial Data Reporting” form in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at:

<https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements:

RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, “Defaults,” any state funds otherwise due to the RECIPIENT may, at ECOLOGY’s sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY’s sole discretion, become ECOLOGY’s property. In that circumstance, ECOLOGY shall reduce the RECIPIENT’s liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY’s exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant,

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrcs.gov <http://www.fsrcs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

RECIPIENT fails to comply with above requirements.

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

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

(QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

c) **Presentation and Promotional Materials.** ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) **Tangible Property Rights.** ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) **Personal Property Furnished by ECOLOGY.** When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) **Acquisition Projects.** The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) **Conversions.** Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

Agreement No: WQC-2019-StevPW-00044

Project Title: Stevenson Clean Water Facility and Collection Improvement—Design Phase

Recipient Name: City of Stevenson

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

**CITY OF STEVENSON, WASHINGTON
RESOLUTION 2019 – 329**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE REVOLVING FUND
LOAN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY**

WHEREAS on April 7, 2017, the Washington State Department of Ecology issued a Notice of Violation for the City of Stevenson Wastewater Treatment Plant stating that the City has exceeded its design criteria for five (5)-Day Biochemical Oxygen Demand (BOD5) or Total Suspended Solids (TSS) on twenty-one (21) occasions, exceeded effluent limits for TSS or Fecal Coliform on five (5) occasions and has not submitted a plan for Maintaining Adequate Capacity; and

WHEREAS on July 6, 2017, the City received an Administrative Order from the Department of Ecology outlining actions for the City to take which include designing and constructing wastewater treatment plant improvements; and

WHEREAS the City applied for a loan through the Washington State Department of Ecology (DOE) in the amount of \$1,985,000 in October, 2017 for the design phase of the Stevenson Clean Water Facility and Collection Improvement project; and

WHEREAS the application was approved; and

WHEREAS the City wishes to move forward with the project to comply with the Administrative Order.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stevenson hereby authorizes the Mayor to sign the State Revolving Fund loan agreement with the Washington State Department of Ecology in the amount of \$1,985,000.00 and an interest rate of 2%.

PASSED by the Council of the City of Stevenson this 17th day of January, 2019.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC
City Attorney

AMENDMENT NO. 4
to the
AGREEMENT FOR OPERATIONS,
MAINTENANCE AND MANAGEMENT SERVICES
for the
CITY OF STEVENSON, WASHINGTON

This Amendment No. 4 (the "Amendment") to the Agreement for Operations, Maintenance and Management Services for the City of Stevenson, Washington effective as of December 23, 2014 (the "Agreement") is made and entered into this ____ day of _____ 2018 by and between the City of Stevenson, Washington (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, Owner and CH2M HILL agree to amend the Agreement as follows:

1. Article D.1.1 is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of One Hundred Thirty-Three Thousand Eight Hundred Forty-Nine Dollars (\$133,849) for the period January 1, 2019 through December 31, 2019. Subsequent years' Base Fees shall be determined as hereinafter specified in Appendix D.4 below.

The Base Fee is estimated on hauling 672,000 gallons or 79,584 lbs of solids during this contract year and any additional hauling will be negotiated by both Parties.

2. Article D.1.2.01 is hereby deleted in its entirety and replaced with the following:

D.1.2.01 The total amount CH2M HILL shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Five Thousand Dollars (\$5,000) during the period referenced in Appendix D.1.1 of this Agreement. CH2M HILL shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay CH2M HILL for all repairs in excess of such limit. CH2M HILL will rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit.

This Amendment together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF STEVENSON, WA

Name: Gary Young
Title: Manager of Projects
Date: _____

Name: Frank Cox
Title: Mayor
Date: _____

**CITY OF STEVENSON
RESOLUTION NO. 2019-330**

**A RESOLUTION OF THE CITY OF STEVENSON
ADOPTING THE FINANCIAL POLICY**

WHEREAS, the City Council of the City of Stevenson recognizes the need to establish a Financial Policy; and

WHEREAS, the financial health and welfare of the City of Stevenson is highly dependent upon establishing and maintaining sound, financial-planning objectives and strategies of implementation; and

WHEREAS, financial policies assist the decision-making process of the Council and City administration while operating independently of changing services and financial circumstances and conditions; and

WHEREAS, these policies also provide guidelines for evaluating both current activities and proposals for future programs and direct the City's financial resources toward meeting the goals and programs of the strategic plan; and

WHEREAS, the implementation of wise fiscal policies enables City officials to protect the public interest and ensure public trust and confidence.

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, hereby adopts the following policies as described in Exhibit A, attached hereto and incorporated by reference.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 17th day of January, 2019.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

City of Stevenson Financial Policy

Statement of Purpose

The financial integrity of our City government is of utmost importance. To discuss, write, and adopt a set of financial policies is a key element to maintaining this integrity. Our City has evolved with a variety of financial policies that can be found in many different sources including: City Council Resolutions and Ordinances; Budget documents; and Capital Improvement Programs. The set of policies within this document implements Comprehensive Plan Objective 8.2 and serves as a central reference point for the policies most critical to the continued financial health of our local government.

Written, adopted financial policies have many benefits, such as assisting the elected officials and staff in the financial management of the City, saving time and energy when discussing financial matters, engendering public confidence, and providing continuity over time as elected officials and staff members change. While these policies will be amended periodically, they will provide the basic foundation and framework for many of the issues and decisions facing the City. They will promote sound financial management and assist in the City's stability, efficiency, and effectiveness.

Financial Goals

The City of Stevenson's financial goals seek to:

- Ensure the financial integrity of the City
- Manage the financial assets in a sound and prudent manner
- Improve financial information for decision makers at all levels:
 - Policy makers as they contemplate decisions that affect the City on a long- term basis
 - Managers as they implement policy on a day-to-day basis
- Maintain and further develop programs to ensure the long-term ability to pay all costs necessary to provide the level and quality of service required by the citizens
- Maintain a spirit of openness and transparency while being fully accountable to the public for the City's fiscal activities

Financial Policies

Stevenson's financial policies address the following major areas:

- | | |
|------------------------------------|---|
| • General Policies | • Small and Attractive Item Policy |
| • Revenue Policies | • Accounting Policy |
| • Expenditure Policies | • Debt Policy |
| • Operating Budget Policy | • Cash Mgmt/Investment Policy |
| • Capital Management Policy | • Reserve Policy |

I. General Policies

1. The City Council may adopt resolutions or ordinances to set financial policies to assure the financial strength and accountability of the City.
2. The Mayor and/or City Administrator shall develop administrative directives and general procedures for implementing the City Council's financial policies.
3. All City Departments will share in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and programs will be developed to reflect current policy directives, projected resources, and future service requirements.
4. To attract and retain employees necessary for providing high quality services, the City shall establish and maintain a competitive compensation and benefit package with the public and private sectors.
5. Efforts will be coordinated with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis, and support favorable legislation at the state and federal level.
6. Initiate, encourage, and participate in economic development efforts to create job opportunities and strengthen the local economy.
7. The City will strive to maintain fair and equitable relationships with its contractors and suppliers.

II. Revenue Policies

Design, maintain, and administer a revenue system that will assure a reliable, equitable, diversified, and sufficient revenue stream to support desired City services.

General Revenues

1. Current expenditures will be funded by current revenues. The City will try to maintain a diversified and stable revenue system to protect programs from short-term fluctuations in any single source.
2. Budgeted revenues will be estimated conservatively using accepted standards and estimates provided by the state, other governmental agencies or reliable economic forecasters when available.
3. General Fund and other unrestricted revenues will not be earmarked for specific purposes, activities or services unless otherwise authorized by City Council or required by law, or generally accepted accounting practices (GAAP). All nonrestricted revenues will be deposited into the General Fund and appropriated by the budget process.
4. If revenues from "one-time" or limited duration sources are used to balance the City's annual operating budget, it is to be fully disclosed and explained at

the time the budget is presented. It is the City's goal to not rely on these types of revenues to balance the operating budget.

5. The City will not use deficit financing and borrowing to support on-going operations in the case of long-term (greater than one year) revenue downturns. Thereafter, revenue forecasts will be revised and expenses will be reduced to conform to the revised long-term revenue forecast or revenue increases will be considered.
6. The City will follow an aggressive and professional policy of collecting revenues. When necessary, discontinuing service, small claims court, collection agencies, foreclosure, liens and other methods of collection, such as imposing penalties, collection and late charges, may be used.

Fees and Charges

7. Enterprise and Internal Service operations will be self-supporting.
8. The City will maximize the use of service users' charges in lieu of ad valorem (property) taxes and subsidies from other City funds, for services that can be identified and where costs are directly related to the level of service provided.
 - a. Charges for providing utility services shall be sufficient to finance all operating, capital outlay, and debt service expenses of the City's enterprise funds, including operating contingency, planned capital improvements, and reserve requirements.
 - b. User charges shall fund 100% of the direct cost of development review and building activities. User charges include, but are not limited to, land use, engineering inspection, building permit and building inspection fees.
 - c. Park recreation programs shall be funded by a users' charge. User charges shall be comparable to other neighboring cities where practical.
 - d. Other reimbursable work performed by the City (labor, contracted services, equipment and other indirect expenses) shall be billed at actual or estimated actual cost.
 - e. Charges for services shall accurately reflect the actual or estimated cost of providing a specific service. The cost of providing specific services shall be recalculated periodically, and the fee adjusted accordingly. The City shall maintain a current schedule of fees and charges, showing when the fees were last reviewed and/or recalculated. Fees, charges, and utility rates will be reviewed every three years at a minimum.
 - f. The City will consider market rates and charges levied by other municipalities for like services in establishing rates, fees, and charges.
 - g. Certain fees, such as rental fees, will be based upon market conditions and are not subject to the limitations of cost recovery.

Grants and Gifts

9. Grant funding for programs or items which address the City's current priorities and policy objectives should be considered to leverage City funds. Inconsistent and/or fluctuating grants should not be used to fund on-going programs.
10. Before accepting any grant, the City shall thoroughly consider the implications in terms of ongoing obligations that will be required in connection with acceptance of said grant.
11. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor, and all gifts and donations shall be managed and expended in accordance with the City's Donation Policy and the wishes and instructions of the donor.

III. Expenditure Policies

Identify priority services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

1. The City will strive to adopt an annual General Fund budget in which current expenditures do not exceed current projected revenues. Capital expenditures may be funded from one-time revenues.
2. Department Directors are responsible for managing their budgets within the total appropriation for their department.
3. The City will take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of contingencies. The City Council may approve a short-term interfund loan or use of one-time revenue sources to address temporary gaps in cash flow, although this will be avoided if possible.
4. Long-term debt or bond financing shall not be used to finance current operating expenditures.
5. The City will assess funds for services provided internally by other funds. Interfund service fees charged to recover these costs will be recognized as revenue to the providing fund.
6. Emphasis will be placed on improving individual and work group productivity rather than adding to the work force. The City will invest in technology and other efficiency tools to maximize productivity. The City will hire additional staff only after the need for such positions has been demonstrated and documented.

7. All compensation planning will focus on the total cost of compensation which includes direct salary, health care benefits, pension contributions, and other benefits which are a cost to the City.
8. Periodic comparisons of service delivery will be made to ensure that quality services are provided to our citizens at the most competitive and economical cost. Privatization and contracting with other governmental agencies will be evaluated as alternatives to service delivery where appropriate. Programs that are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.
9. Whenever feasible, government activities will be considered enterprises if doing so will increase efficiency of service delivery or recover the cost of providing the service from the benefiting entity by user fees.
10. The City will make every effort to maximize any discounts offered by creditors/vendors. Staff will also use competitive bidding per the Purchasing Policy to attain the best possible price on goods and services.

IV. Operating Budget Policies

1. The City Council will adopt and maintain a balanced annual operating budget.
2. The City will strive to adopt a budget where current annual operating revenues will be equal to or greater than current operating expenditures.
3. Balanced revenue and expenditure forecasts will be prepared to examine the City's ability to absorb operating costs due to changes in the economy, service demands, contractual obligations, and capital improvements. The forecast will encompass five years and will be updated annually.
4. In the event a balanced budget is not attainable, and the cause of the imbalance is expected to last for no more than one year, the planned use of reserves to balance the budget is permitted. In the event that a budget shortfall is expected to continue beyond one year, the planned use of reserves must be developed as part of a corresponding strategic financial plan to close the gap through revenue increases or expenditure decreases.
5. Any year-end operating surpluses will revert to unappropriated balances for use in maintaining reserve levels set by policy and will be available for capital expenditures and/or "one-time" only General Fund expenditures.
6. The City will provide for adequate maintenance and the orderly replacement of capital assets and equipment. Fleet and equipment replacement will be accomplished through the use of a "rental" rate structure. The rates will be revised annually to ensure that charges to operating departments are sufficient for the replacement of the vehicles and equipment.
7. The operating budget shall serve as the annual financial plan for the City. It will serve as the policy document of the City Council for implementing Council goals

and objectives. The budget will provide the staff the resources necessary to accomplish City Council determined service levels.

8. As mandated by RCW 35A.33.135, the Mayor shall annually present a proposed operating budget to the City Council on or before the first Monday in October. The City Council must adopt by ordinance a final balanced budget no later than December 31 of each year.
9. Funds may not be expended or encumbered for the following fiscal year until the budget has been adopted by the City Council.
10. Budget control and accountability is maintained at the departmental level.
11. The Mayor has the authority to approve appropriation transfers between programs or departments within a fund. In no case may total expenditures of a particular fund exceed that which is appropriated by the City Council without a budget amendment. Amendments to the budget are approved by the City Council.

V. Capital Management Policies

Review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

Capital Facilities Plan

1. The City will develop a Capital Facilities Plan (CFP) as defined and required by RCW 36.70A.070 which is consistent with the City Comprehensive Plan by the end of 2024. The plan shall be for a period of six years.
2. The CFP will include all projects to maintain public capital facilities required to maintain service levels at standards established by the City Council. It may also include for consideration such other projects as requested by the Mayor or City Council.
3. The CFP will provide details on each capital project plan including estimated costs, sources of financing and a full description of the project.
4. The City will finance only those capital improvements that are consistent with the adopted CFP and City priorities. All capital improvement operating and maintenance costs will be included in operating budget forecasts.
5. A status review of the CFP will be conducted annually and a report will be presented by the Community Development Director or their designee, to the City Council.

Capital Asset Management

6. The City will maintain its capital assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.

The budget will provide for adequate maintenance and orderly replacement of capital assets from current revenues where possible.

7. The capitalization threshold used in determining if a given asset qualifies for capitalization is \$5,000 per item with a useful life of over one year.
8. The City will conduct an annual physical count/inspection of all capital assets.
9. Adequate insurance will be maintained on all capital assets consistent with the results of the annual physical count/inspection.

VI. Small and Attractive Item Policies

It is the policy of the city to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed. The departments shall review and update records to be verified by a physical inventory at least once a year and provide such list to the Treasurer's office for monitoring differences between years.

1. Small and attractive items are defined as easily moveable, desirable items with a unit cost of \$300.00 to \$4,999.99 and have a life expectancy of more than one year. Those items are either concealable or portable.
2. Concealable items are defined as small enough to fit into one's pocket, bag, briefcase or back pack (examples: electronic devices, radios, weapons; laptops, peripherals such as Personal Data Assistants (PDA) & software packages; etc.).
3. Portable items are defined as medium sized assets that can be easily carried. (examples: televisions, computers, printers, mobile hand or power equipment; rescue equipment; computer monitors, modems, cpu's, projectors, typewriters, lawn mowers, etc.).
4. Each department head or their designee will prepare a list at least annually of their small and attractive items. This list will be provided to the City Administrator by January 31st each year for monitoring.
5. Each department/fund will notify the City Administrator of any additions, deletions, interdepartmental transfers, modifications, or leases of property that is not reflected on the preliminary list. Deletions from the inventory should include items that were scrapped, cannibalized, disappeared mysteriously, or damaged beyond salvage. The City Administrator or their designee will ensure the appropriate changes are made to the departments/funds small and attractive list. After the adjustments are made, the final list will be given to the department head or the Mayor to sign that it is true and correct.
6. A physical inventory will be conducted annually by the department to verify the existence and condition of all items on the Small and Attractive list. Every two years the City Administrator or their designee will help with the physical inventory verification with each department during the summer or fall months.

Exhibit A

7. The Small & Attractive list will contain the serial number, model number and other key-identifying characteristics. All inventoried property will be assigned a unique city identification number by the City Administrator's Office if it does not already have one of the identifiers listed above. If an item is assigned a city identification number, that assigned number will follow the asset throughout its life in the city's Small and Attractive system.
8. Whenever feasible, each piece of property will be engraved or marked with the city's name and/or identification number on the upper right-hand corner. Such markings will be removed or obliterated only when the item is sold, scrapped, cannibalized, or otherwise disposed of.
9. The city's property identification numbers are assigned by the City Administrator's Office for uniformity and must be unique to a single property item if there is not a serial number, model number or other key-identifying characteristic. Each department/fund should maintain a register of ID numbers that identify assets under their control if there is no serial or model number. The city will use a 10-character field that has the capability of using alpha or numeric characters for their ID number.
10. The city may acquire property via purchase, construction, donation, or lease. Regardless of how it is acquired, when the property is received, the department/fund purchasing the item will add it to their Small and Attractive data base listing and mark the item with the city's name. Quarterly the City Administrator's office will provide a list with documentation on all small and attractive items purchased. This list will include department, date, serial numbers, model numbers, order numbers, or any other means available for tracking purposes.
11. Items previously acquired will eventually be disposed of and need to be deleted from the departments list. Deletion may be required due to a sale of the asset, scrapping, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc.).
12. The department head controlling the item is the only one in position to trigger removal from their list. An Asset Disposal Sheet must be submitted in the event of deletion for any reason. Items disappearing mysteriously may require additional reports to the police department, Mayor, and insurance company. Deletions brought about as a result of natural disasters would require reporting to the insurance provider for an eventual reimbursement claim.
13. Occasional transfers of property between departments, individuals within a department or funds will occur. The original controlling department/fund is accountable for all items and for initiating a notice of transfer.
14. Interdepartmental transfers involving a proprietary fund (i.e. Water/Sewer) need to have a transfer of money. The sale price will be fair market value, which may result in a gain or a loss on sale of fixed assets. Interdepartmental transfers or intergovernmental (i.e. city to County or State) do not require the city to declare the item surplus or to do a public notice.

Exhibit A

15. Whenever an item has mysteriously disappeared and all efforts have failed to recover it, the controlling department/fund shall notify the City Administrator, who will give a copy to the Mayor and the Sheriff's Office. Ninety days after notification, if the item has not been found, the department head will send an Asset Missing Form to the City Administrator's office so they may remove the asset from the asset inventory. Copies of the report will be sent to the Mayor, City Council, and Department Head.

VII. Accounting Policies

Comply with prevailing federal, state, and local statutes and regulations. Conform to a comprehensive basis of accounting in compliance with Washington State statutes and with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), and the Government Finance Officers Association (GFOA) where applicable.

1. The City uses the cash basis of accounting which is a departure from generally accepted accounting principles (GAAP).
2. The City will maintain expenditure categories according to state statute and administrative regulation. The City will use the "Budgeting, Accounting & Reporting System" (BARS) prescribed by the State Auditor for its revenue and expenditure classification.
3. Quarterly budget reports showing the current status of revenues and expenditures will be prepared and distributed to appropriate legislative, staff and management personnel in a timely manner and made available for public inspection.
4. Electronic financial systems will be maintained to monitor revenues, expenditures, and program performance on an ongoing basis.
5. The Annual Financial Report will be prepared and submitted to the State Auditor's Office no later than 150 days from the end of the preceding fiscal year.
6. The Annual Financial Report will be prepared on the basis of accounting that demonstrates compliance with Washington State statutes and the BARS manual prescribed by the State Auditor, which is a comprehensive basis of accounting other than generally accepted accounting principles. The report will provide full disclosure of all financial activities and related matters.
7. An annual audit shall be performed by the Washington State Auditor's Office, which will issue an official opinion on the annual financial statements, along with a report on accountability for public resources and compliance with state laws and regulations and its own policies and procedures.
8. The City's budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units, and as a communications device for all significant budgetary issues, trends and resources. It is the goal of the City Administrator to submit the budget document to the Washington Finance Officers Association (WFOA) or Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

VIII. Debt Policies

Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current revenues.

1. The City will not use debt to pay for current operations. The use of bonds or certificates of participation will only be considered for significant capital and infrastructure improvements.
2. The term of the debt shall never extend beyond the useful life of the improvements to be financed unless it is for a project funded by USDA Rural Development in which case the term of the loan may not exceed 40 years.
3. General obligation debt will not be used for self-supporting enterprise activity.
4. Every project proposed for financing through general obligation debt shall be accompanied by a full analysis of the future operating and maintenance costs associated with the project.
5. The general policy of the City is to establish debt repayment schedules that use level annual principal and interest payments.
6. Interest earnings on bond proceeds will be limited to 1) funding the improvements specified in the authorizing bond ordinance, or 2) payment of debt service on the bonds.
7. Proceeds from debt will be used in accordance with the purpose of the debt issue. Funds remaining after the project is completed will be used in accordance with the provisions stated in the bond ordinance that authorized the issuance of the debt.
8. The City will use the most prudent methods of acquiring capital outlay items, including the use of lease-purchase agreements. In no case will the City lease- purchase equipment whose useful life is less than the term of the lease.
9. The City may issue interfund loans as short-term debt, for a period of three years or less, rather than outside debt instruments to meet short-term cash flow needs, such as a delay in receipting tax revenues or issuing long-term debt. Interfund loans will be permitted only if an analysis of the affected funds indicates excess funds are available and the use of these funds will not impact the fund's current operations. All interfund short-term borrowing will be subject to Council approval by resolution as approved for interfund loans.
10. Lease purchase financing may be used when the cost of borrowing or other factors make it in the City's best interest.

IX. Cash Management and Investment Policies

Manage and invest the City's operating cash to ensure its legality, safety, provide for necessary liquidity, avoid imprudent risk, and optimize yield.

1. Cash and Investment programs will be maintained in accordance with Federal and

Exhibit A

State law and will ensure that proper controls and safeguards are maintained. City funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order.

- a. *Safety*. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. Specifically, the City will: (a) seek to avoid realizing any loss through the sale or disposal of an investment; and (b) seek to mitigate the risk of unrealized losses due to a decline in value of investments held in the portfolio.
 - b. *Liquidity*. The investment portfolio will remain sufficiently liquid to meet all cash requirements that may be reasonably anticipated. This will be accomplished by structuring the portfolio in the following manner: (a) the City will purchase investments scheduled to mature in accordance with its anticipated cash needs, in order to minimize the need to sell investments prior to maturity; (b) a portion of City funds will be maintained in cash equivalents, including money market fund, investment pools and overnight securities, which may be easily liquidated without a loss of principal should an unexpected need for cash arise; and (c) the portfolio will consist largely of investments with active secondary markets.
 - c. *Yield*. The City's investments will be designed with the objective of maximizing a fair rate of return consistent with the safety and liquidity noted above.
2. The City will maintain written guidelines on cash handling, accounting, segregation of duties, and other financial matters.
 3. Monthly reports will be prepared and distributed to all departments and the City Council showing cash position, and year-to-date budgeted and actual expenditures.
 4. The City will conduct annual reviews of its internal controls and cash handling procedures.

X. Reserve Policies

Maintain the reserves, contingencies, and ending fund balances of the various operating funds at levels sufficient to protect the City's credit as well as its financial position from emergencies.

1. At each fiscal year end the remaining dollars left in each fund that are undesignated and unencumbered constitute available reserves of the City.
2. The City will include all fund balances in the annual budget.

Strategic Reserve

3. The City's goal shall be to establish and maintain a General Operating Strategic Reserve of at least 10 percent of the General Fund and General-Fund supported operating budgets.

Exhibit A

4. The reserve is defined as an emergency or cash flow reserve to fund one-time, emergency, or unanticipated expenditure requirements or offset unanticipated revenues fluctuations occurring in the fiscal year or one-time revenue losses.
5. Annual contributions will be budgeted from the General Fund resources as available to establish and maintain the target reserve level.
6. All expenditures drawn from the reserve account shall require prior Council approval unless previously authorized by the City Council for expenditure in the annual budget.

General Fund

7. The City's goal shall be to maintain a General Fund ending fund balance of at least 10 percent of the budgeted General Fund operating revenues.

Unemployment Reserve

8. The City's goal shall be to maintain an unemployment reserve of at least the maximum weekly benefit allowed by state law times the maximum number of weeks allowed, excluding any extension of benefits during times of high unemployment.

Enterprise Funds

9. The City's Enterprise Funds will maintain reserves equal to at least 10 percent of their adopted operating expenditures.

Equipment Rental & Replacement Fund

10. Sufficient reserves will be maintained to provide for the scheduled replacement of City vehicles and capital equipment at the end of their useful lives.
11. Contributions will be made through assessments to the operating departments and maintained on a per asset basis.

Additional Reserves

12. Additional reserve accounts may be created by the City Council to be set aside for specific purposes or special projects, for known significant future expenditures, or as general operational reserves.

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

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

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City, their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability
Contractor shall hold harmless the City, their officers, agents and employees, from all liabilities, damages and expense to the extent caused by Contractor's negligent performance or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of the contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City contingent upon payment of fees and reimbursable expenses due and owing Contractor in accordance with this Agreement.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract. For purposes of this Agreement, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the Parties bear their own respective attorney's fees, expert fees and court costs. In addition, provided that the prevailing Party has not rejected a bona fide written settlement offer from the other Party in an amount greater than the amount of the judgment or award received, in which case the prevailing Party shall be entitled to no reimbursement for its costs and expenses.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Exhibit A – Scope of Work

27 November 2018

Mr. Eric Hansen, Public Works Director
City of Stevenson
7121 East Loop Road
P.O. Box 371
Stevenson, WA 98648-00371

Subject: Proposal to Provide Professional Environmental Services

Dear Eric:

Thank you for the opportunity to submit the following proposal to provide professional environmental services to conduct monitoring activities for the Stevenson Multi-Purpose Trail (the project) located near the intersection of SW Rock Creek Drive and State Route 14 (SR 14) in Stevenson, Washington.

PROJECT UNDERSTANDING

BergerABAM understands that construction of the project directly impacted a Category IV wetland and required compensatory mitigation. On 17 May 2013, a final mitigation plan was prepared by The Resource Company, Inc. that prescribed 1,239 square feet of wetland creation and 862 square feet of wetland enhancement. The mitigation site is located in the northeast corner of the intersection of SW Rock Creek Drive and SR 14 and was constructed in 2015.

Federal (U.S. Army Corps of Engineers [USACE]), state (Washington Department of Ecology [Ecology]), and City wetland permits issued for the project require that the mitigation site be monitored in years 1, 2, 3, 5, 7, and 10 following construction to evaluate whether the mitigation is successful. The City has requested that BergerABAM complete the 2018 (Year 3) monitoring and reporting requirements in accordance with the final mitigation plan.

SCOPE OF WORK

To assist the City in fulfilling its permit obligations, BergerABAM will conduct the following scope for work to complete the monitoring and reporting requirements in accordance with the 2013 Final Mitigation Plan.

Task 1.0: Monitoring Report

To prepare the monitoring report, BergerABAM will conduct the following tasks.

- Complete one 4-hour site visit, including drive time, during fall/winter 2018.
- Evaluate the plant communities throughout the mitigation area based on the mitigation plan requirement of three trees and six shrubs per 1,000 square feet.

- Record percent survival of planted vegetation, percent cover of desirable native vegetation, and percent cover of invasive species.
- Assess the site's general hydrology descriptively and qualitatively through visual observations.
- Take ground-level photographs from representative photographic monitoring points and label the photographs for inclusion in the permanent monitoring record.
- Evaluate the data collected during the site visit.
- Prepare a draft monitoring report for City review in accordance with the 2008 USACE Mitigation Monitoring Report format that includes
 - A narrative that provides a project overview, monitoring requirements and performance standards, summary data, and conclusions.
 - A discussion of the status of the wetland mitigation site with respect to hydrology, establishment of desirable native vegetation, and control of invasive species.
 - An evaluation of information obtained in the field as compared to the performance standards established in the 2013 Final Wetland Mitigation Plan.
 - Recommendations for ongoing management of the site.
 - Up to four graphics, including photo sheets.

Assumptions

- BergerABAM did not prepare and is not responsible for the success or failure of the original mitigation and planting plan nor the first two years of mitigation monitoring.
- No hydrology wells are required to assess the site's general hydrology.
- City will conduct one round of review and comment on the draft report, and City comments will be minor in extent.
- The City will submit the final report to permitting agencies.
- No delineation of the wetland creation area is required at this time. If a delineation is required, a separate scope and fee will be provided.

Deliverables

- Draft monitoring report (electronic copy for review)
- Final monitoring report (electronic copies for submittal, hard copies upon request)

FEE

The following professional fees, including an estimated \$60.00 in expenses, will be billed as incurred and will not exceed **\$4,957.00** without written authorization:

Task 1.0:	\$4,897.00
Expenses:	<u>60.00</u>
Total:	\$4,957.00

Mr. Eric Hansen
27 November 2018
Page 3

CLOSING

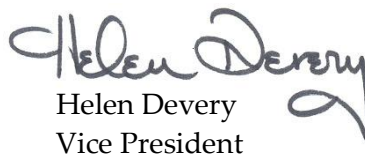
If you wish to accept this proposal, please provide us with a contract. We will consider the signed contract date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. If you have questions, please call me at 360/823-6100.

Sincerely,



Dustin Day
Natural Resources Project Manager



Helen Devery
Vice President

DDD: llt

Chapter 5.12 - PUBLIC DANCES

Sections:

5.12.010 - Permit—Required—Fee.

It is unlawful for any person or organization to sponsor, conduct, or hold a public dance within the city limits without first having applied to the clerk-treasurer for a permit for such dance and without first having paid a license fee to the city in the sum of one dollar for such dance.

(Ord. 572 §1, 1967).

5.12.020 - Time restriction for public dance.

It is unlawful for any person or organization to sponsor, conduct or hold a public dance within the city limits terminating later than one a.m. of the morning following the date of same, or twelve thirty a.m. of the morning following the date of same if a Saturday.

(Ord. 572 §2, 1967).

5.12.030 - Exit requirements.

It is unlawful for any person or organization to sponsor, conduct or hold a public dance in any building or hall not having both a front and a rear or side exit.

(Ord. 572 §3, 1967).

5.12.040 - Officer to be present at dance.

It is unlawful for any person or organization to sponsor, conduct or hold a public dance within the city limits without first having made arrangements for the hiring and compensating of a special deputy marshal or sheriff to be present during the hours of such public dance.

(Ord. 572 §4, 1967).

5.12.050 - Violation—Penalty.

Any person found guilty of violating any of the provisions of this chapter shall be subject to a fine of not more than one hundred dollars or by imprisonment in the county jail for not more than thirty days, or by both such fine and imprisonment.

(Ord. 572 §5, 1967).

CITY OF STEVENSON

ORDINANCE NO. 2019-1134

AN ORDINANCE REPEALING ORDINANCE NO. 572

RECITALS

WHEREAS, in 1967 the Stevenson City Council did adopt Ordinance No. 572 “An Ordinance Regulating Public Dances within the Corporate Limits of the Town of Stevenson; Requiring a Permit for Same; Requiring the Presence of a Special Deputy Marshal or Sheriff at all Such Public Dances; and Providing for Penalties for the Violation Thereof”; and

WHEREAS, the City Council reviewed Ordinance No. 572 and found the ordinance difficult to enforce and questioned whether the requirements contained in the ordinance were still relevant; and

Whereas, the Council further agreed that other aspects of the code still relevant are covered under other sections of the city code, may be treated as a nuisance, or are covered under other state or federal regulations.

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

Section 1 – Repealing Ordinance No. 572 Ordinance No. 572 “An Ordinance Regulating Public Dances within the Corporate Limits of the Town of Stevenson; Requiring a Permit for Same; Requiring the Presence of a Special Deputy Marshal or Sheriff at all Such Public Dances; and Providing for Penalties for the Violation Thereof”; is repealed in its entirety.

Section 2 – Effective Date This ordinance shall be in full force and effect five (5) days after publication according to law.

PASSED by the Council of the City of Stevenson and approved by the Mayor this 17th day of January, 2019.

Mayor of the City of Stevenson

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

BY: _____
Kenneth B. Woodrich, Attorney to the City of Stevenson

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

**Between Mackenzie
And the City of Stevenson**

For professional architecture and engineering services for the new fire hall station.

This agreement entered into this 17th day of January, 2019 by and between the CITY OF STEVENSON a municipal corporation located in the County of Skamania, State of Washington (hereinafter referred to as the City) and Mackenzie (hereinafter referred to as the Contractor).

The parties recite and declare that:

1. The City and the Contractor entered into a Professional Services Contract on the 9th day of August, 2018 for architecture and engineering professional services for the new fire hall station;
2. An extension of the timeframe prescribed in that agreement is necessary; and
3. The City and the Contractor are desirous of entering into a contract to formalize their relationship.

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

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

This contract shall constitute an extension of the term of the contract dated August 9, 2018 effective January 1, 2019 and scheduled therein to expire December 31, 2018. This extension provides the contract term shall expire, unless otherwise terminated or extended, upon completion of the Scope of Work and Description of Additional Work and not later than March 31, 2019.

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

**Section 4
Complete Agreement**

This written agreement constitutes a supplement to the Professional Services Contract dated August 9, 2018. Except as specifically modified herein, all terms of the August 9, 2018 Contract remain in full force and effect. The terms of the August 9, 2018 Contract together with the terms of this Contract Amendment embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Contractor other than contained herein.

**Section 5
Certification of Authority**

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

[Signatures appear on next page]

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

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Kenneth B Woodrich,
City Attorney

Telephone Number

Federal Tax ID Number

UBI#

CORPORATE PROFILE

- Founded in 1946 by Olaf Kamstrup in Aarhus, Denmark
- Headquarters and primary manufacturing facility: Skanderborg, Denmark
- Acquired by Danish oil company OK in 1990
- Leading manufacturer of electric, heat, and water meters
- Offices in 20 countries and distributors in 60
- Over 1200 employees worldwide; 300 in R&D
- Highly automated manufacturing with extensive use of robotics
- First ultrasonic meters produced in 1991
- Intelligent flowIQ® ultrasonic water meter released in 2010
- Entered US market in 2013; US headquarters in Atlanta; distributors across the US
- US manufacturing facility in Atlanta started production in early 2018
- Six million water/heat meters sold to date
- Revenue of \$247M in 2016
- Fully integrated quality and environment system: ISO 9001, ISO 14001
- flowIQ® ultrasonic waters range from 5/8 through 2 inches
- Starting in 2018, larger meters will be released
- flowIQ® meters are AMR/AMI ready with either internal radios or encoded output
- Published start flow of 0.015 GPM for residential meters

Contact:

Doug McClintic
Regional Sales Manager
Kamstrup
206-858-1261
dkm@kamstrup.com

Product Overview

Water

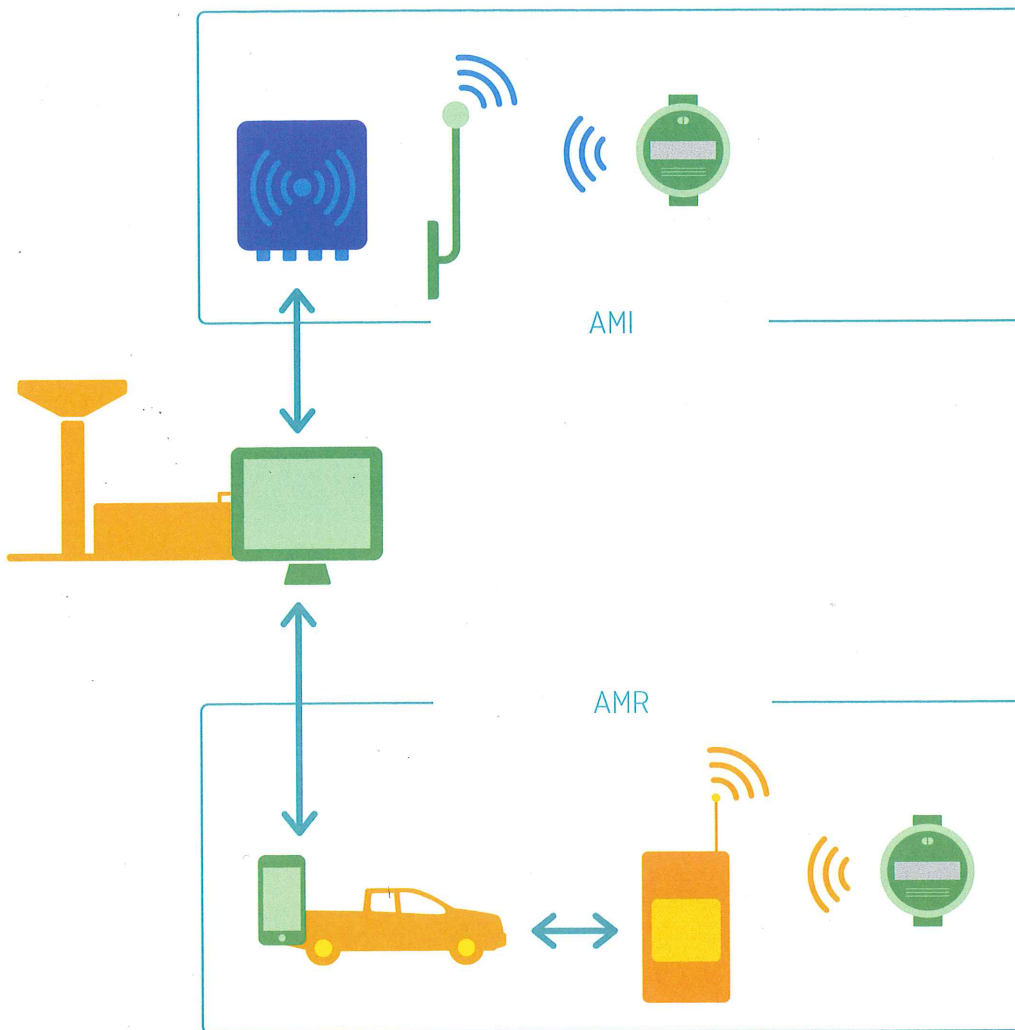


	flowIQ® 2100	flowIQ® 3101	MAG8000
Typical area of use	Residential	Commercial	Commercial district
Measuring principle	Ultrasonic	Ultrasonic	Magnetic
Nominal flow	25-32 GPM	55-160 GPM	74-179,262 GPM
Minimum flow	0.10 GPM	0.25-0.5 GPM	0.03-90 GPM
Starting flow	0.015 GPM	0.04-0.1 GPM	0.03-90 GPM
Pressure loss at nominal flow	Must not exceed 15 PSI at 20 GPM	Must not exceed 15 PSI at 20 GPM	Unrestricted flow tube
Maximum pressure	250 PSI	300 PSI	145 or 232 PSI
IP Classification	IP68	IP68	IP68
Installation length [mm]	7½" and 9"	10 3/4" - 17"	8" - 60"
Battery life	20 years	20 years	6 years
Available with main supply	No	No	Yes
Info code logger	50 events	50 events	26 events
Data logger	36 months, 460 days	36 months, 460 days	Selectable log interval up to 26 months
Water temperature measurement	Yes	Yes	No
Ambient temperature measurement	Yes	Yes	No
Communication	Wireless M-Bus Encoded output	Wireless M-Bus Encoded output	GSM/GPRS, Pulse, Modbus, Encoded output
Pulse output for volume	No	No	Yes
Suitable for network reading	Yes	Yes	Yes
Suitable for walk-by/drive-by reading	Yes	Yes	Yes

The AMR/AMI Solution

Kamstrup's solution for reading water meters can be used for both drive-by meter reading (AMR) or remote reading via a radio network without leaving the utility (AMI).

The solution is modular, meaning the system offers standardized components that can fit together in a variety of ways. Therefore, your water system can start with AMR and seamlessly progress to AMI – by implementing the system either at one time or in steps. Both the AMR and AMI components are designed for simple installation and commissioning, making it easy to build your own network.



Accurate ultrasonic meters

Kamstrup flowIQ® ultrasonic water meters are based on the transit time method, in which flow is measured by the time it takes for an ultrasonic signal to pass from one transceiver to another. Transit time meters have no moving parts, so they have no risk of wear and tear to the internal components or damage from water impurities. This secures that meters will maintain their accuracy with no drift for the life of the meter.

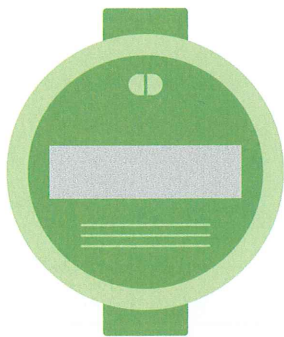
A specially designed electronic circuit controls all measurements, references, readings, calculations and data communication. The meters are hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display. The meters are IP68 (submersible) type tested and suitable for installation in meter pits.

Meter and communication unit in one

Combining the communication unit and meter in one compact unit significantly reduces installation costs and time. By eliminating the need for fragile wires between the meter and communication unit, water systems can prevent unplanned budget dollars in maintenance costs due to animals, vandalism, flooding, etc. This adds predictability to future planning.

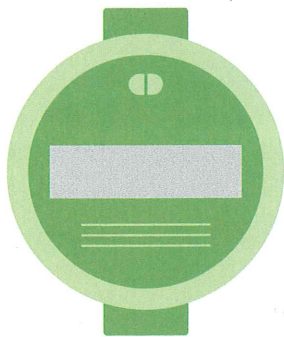
AMR and AMI meters

The meters are available in two different categories with different communication possibilities. AMR meters are optimized for drive-by operation, while AMI meters can be used for both AMR and AMI meter reading.



AMR meter

- Perfect for drive-by
- Daily values logged and available via IR

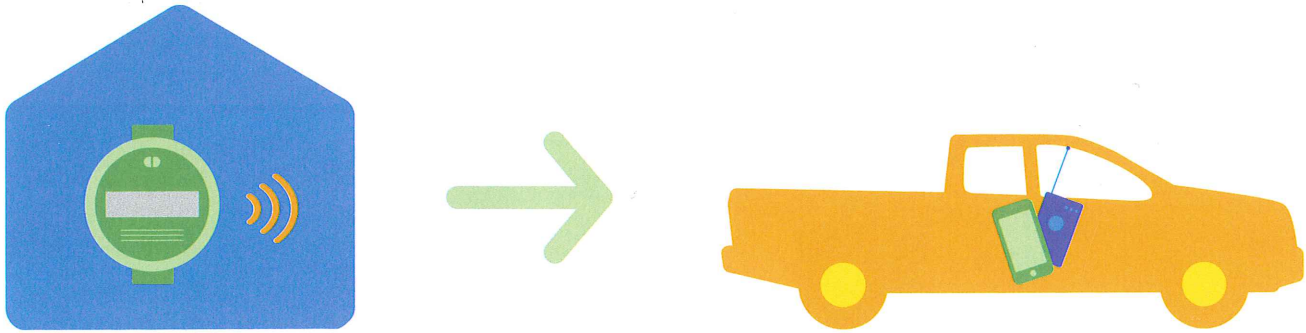


AMI meter

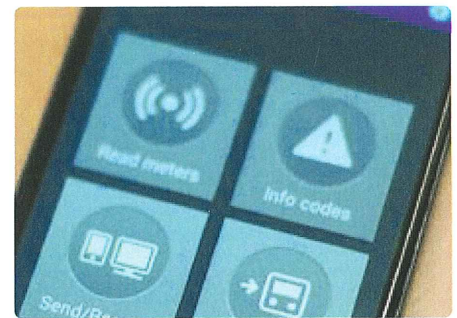
- Perfect for drive-by and AMI
- Hourly values logged and available via remote reading
- Upgradable firmware
- Remote configuring of alarm limit

Reading meters in an AMR Solution

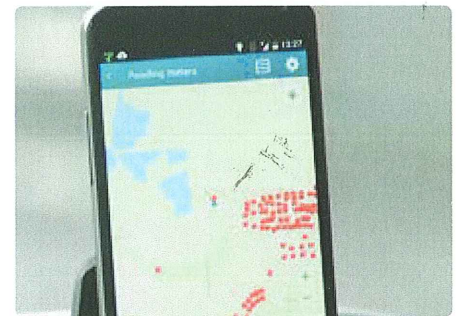
With AMR, meters are read by driving around the supply area with an Android mobile unit (smartphone or tablet) and a small reading unit (READY Converter). Meter data is collected within the READY App. When the reading is complete, meter data is transferred to READY Manager, which is the program on your computer that tracks and stores your meter data.



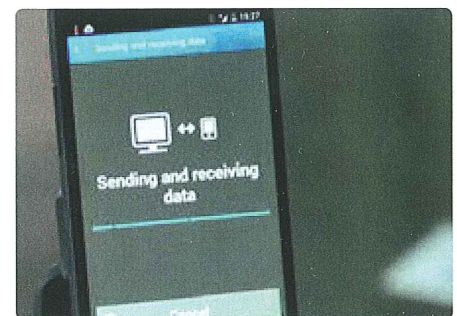
READY App is intuitive, making it easy to use. To start, press the “Send/Receive” button to synchronize data wirelessly between the READY App and READY Manager. Then, simply press “Read meters” on the start screen before starting your route.



During the meter reading process, READY App uses an integrated Google Maps module to show meters that have not yet been read, in order to maximize the efficiency of your route. As soon as the meters are read, they disappear from the map, which provides the meter reader with a clear picture of the remaining meters' locations. The map functions both as an indicator of the remaining meters and as navigation help during the reading. The reading continues during phone calls, but can also be put on hold and continued later.



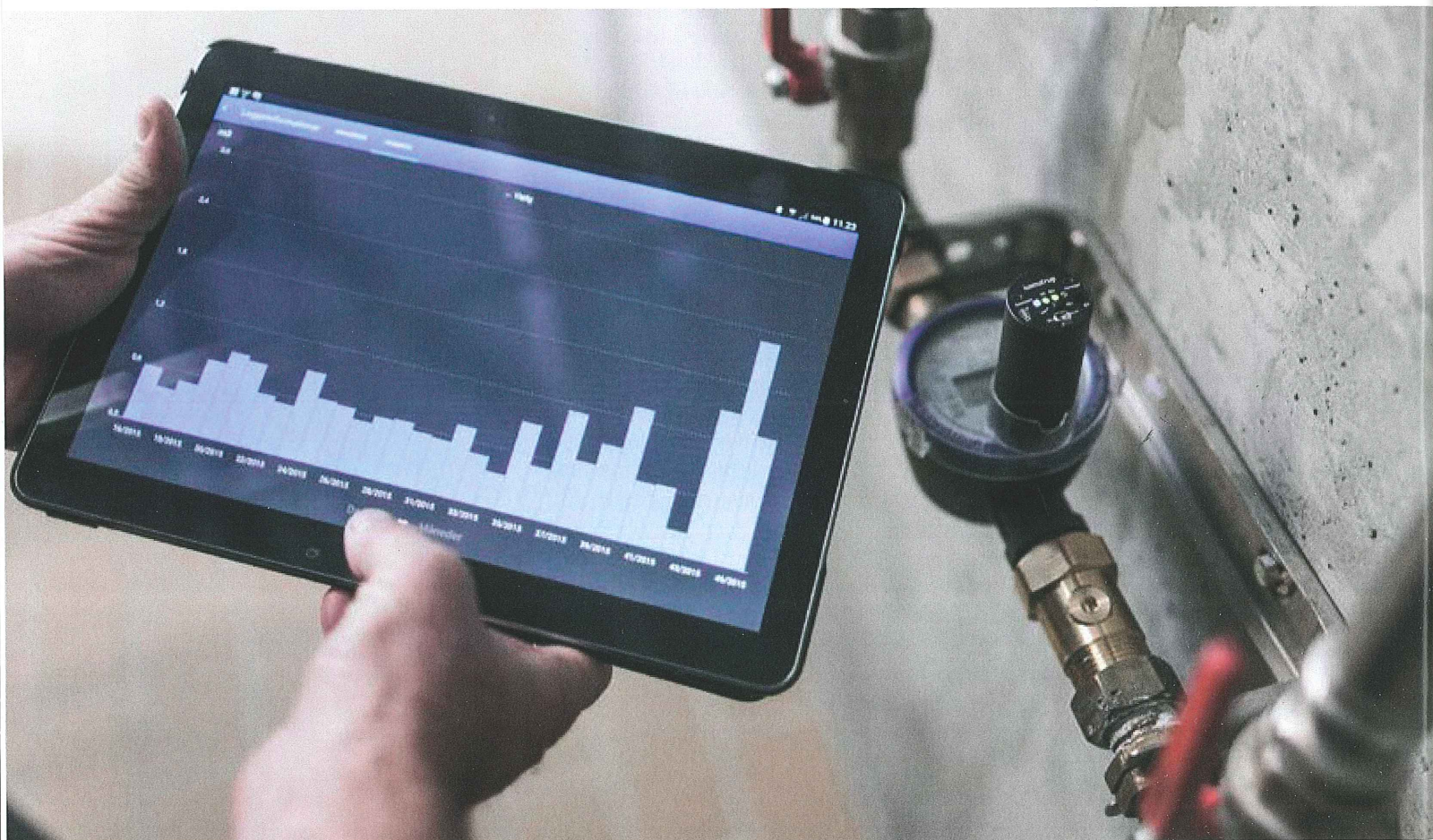
When the meters have been read, a single push on the button “Send/Receive” makes the data available in READY Manager. This module ensures that the meter reader can continue with other tasks without having to return to the office to transfer data.



AMR and AMI – Solution description

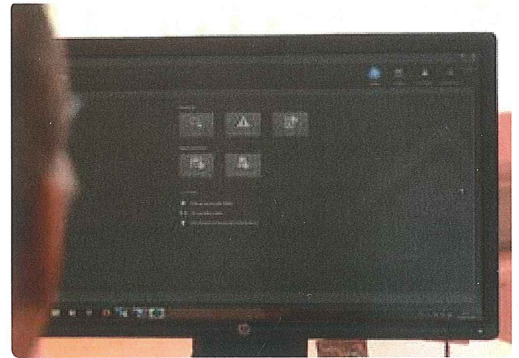
Reading of logged data from AMR meters

In addition to reading meters, the REAdy App allows for manual reading of the meter's data logger. By placing the Bluetooth®-enabled optical eye on the infrared connection port of the meter, the REAdy App can access daily consumption and info codes. Meter data can also be made available in REAdy Manager by synchronizing it in the same way as data read via a mobile unit. This information makes the REAdy App a useful tool to for you to quickly answer questions and solve billing disputes.



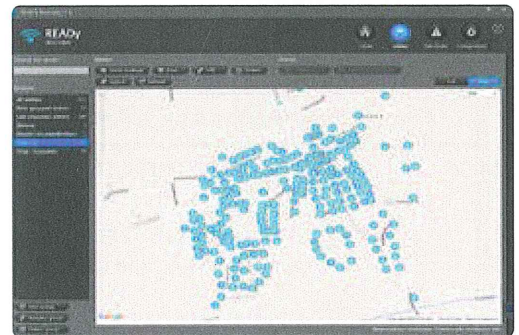
READY Manager

The handling of meters and meter data takes place in READY Manager. READY Manager opens with a start page and icon-based navigation, making the interface intuitive and easy to use. Basic how-to help can be found by clicking the help icon on the start page.



READY Manager – Visualization of meters

The location of each meter is shown directly on a map in READY Manager to ensure the best overview of the installed meters. By clicking a meter on the map, further information about that meter is shown. The map is based on Google Earth, and therefore, it is possible to use the street view function to see physical features and other details about the installation sites.



READY Manager uses bar charts to visualize historical consumption for individual meters. This provides straightforward data from which your water system can make informed decisions about maintenance. In the same chart, info codes are also shown, making it easy to see possible correlations between consumption and info codes. READY Manager also makes it possible to compare multiple meters in the same graphical chart. The comparison includes data from either pressure sensors, district meters or consumption meters. By comparing pressure and flow in one section, it is possible to discover dimensioning errors and/or assess the need for pressure boosters or pressure reducing valves in parts of the network.



READY Manager - Export of data

To simplify the integration with third-party billing systems, READY Manager makes it possible to export data in flexible export formats. It is possible to generate most formats by selecting the data to export, the order and the separator.

Data can be either exported ad hoc or by creating an automatic job, which exports data to a user-defined FTP/FTPS server in selected intervals. Alternatively, you can set up READY Manager to automatically send out the read data via email in certain intervals.

The handling of meters and meter data takes place in READY Manager. READY Manager opens with a start page and icon-based navigation, making the interface intuitive and easy to use. Basic how-to help can be found by clicking the help icon on the start page.



READY Manager – Info codes and notifications

All meters with alarms and other meter notifications (info codes) are shown in the overview menu "Info codes". Here, alarms can be sorted quickly so the newest and most important info codes can easily be found.

Available Info codes	Description	AMR meters	AMI meters
Leak	By monitoring the consumption pattern, the meter is able to identify leaks in the installation. With information about leaks, the utility can warn the consumer before the water bill escalates. Consequential damage from leaking pipes can be reduced when the leak is discovered early.	X Trigger level is configurable via the IR interface on the meter	X Trigger level is configurable from the AMI network or from the street via app and converter.
Burst	If the consumption in a predefined interval exceeds a certain limit, this is registered as a burst. Quickly being aware of bursts can dramatically decrease water loss and the cost of consequential damage.	X Trigger level is configurable via the IR interface on the meter	X Trigger level is configurable from the AMI network or from the street via app and converter.
Tamper	If forced access to the meter is detected, this is registered as tamper. When tamper is registered, the meter will continue to operate and measure, but an indication in the display and the data package will indicate that tampering has been attempted.	X	X
Dry	If the meter is not filled with water, it will trigger the info code "dry". Meters can be dry either because the supply is interrupted, or because the meter has been taken out of the installation i.e. with the purpose of stealing water.	X	X
Reverse	If the water is flowing in the wrong direction in the meter, it is either because the meter is installed in the wrong direction, or because the water is flowing back into the distribution network. In either case it is valuable information for the utility in order to secure revenue or avoid contamination.	X	X

Available Info codes	Description	AMR meters	AMI meters
Low Batt	Some meters might live significantly longer on the battery than specified. Knowing which meters are close to the end of their lifetime makes it possible to improve asset management and lower the lifecycle cost of the meters.		X
Ambient temperature limits	Knowing the ambient temperature of the meter is especially important in areas with temperatures below freezing. The info code "Ambient temperature Low" can warn you of meters that are at risk of frost bursting thus avoiding water loss and consequential damage. The info code "Ambient temperature high" can warn you of risk of bacteria growth and gives you the opportunity to flush water in the system to lower the temperature.		X Trigger level is configurable directly from the AMI network or from the street via app and converter
V1 above Qmax	If a meter is operating outside its flow range, this will result in an info code, giving the utility the chance to change the meter to a suitable size. Right-sizing meters is crucial for reducing non-revenue water and managing pressure.		X

With the notification feature in READy Manager, the system can automatically forward selected info codes via text message and/or email to a user-defined number of recipients. It is possible to determine which meters and which kind of info codes should trigger a text message/email.

Automatic notification of active info codes

Configuration of automatic emails/SMS regarding active info codes to be sent at specific intervals

<div> New Edit Delete </div>									
Recipient	Active	Subject	Group	Frequency	Immediately	Last sent	Status		
+45 51449281	True	READY Testutility-Notification	Group 5	Daily (12:20)	True	7/29/2016 11:49 AM +02:00	Failed	The connection to the SMS service failed.	
+45 51449281	True		All meters	Daily (12:20)	True		Failed	ServiceUnavailable	
+45 60185500	True		All meters	Daily (12:00)	False	8/3/2016 3:00 PM +02:00	Success	The SMS was delivered.	

READY Manager - Advanced search functions

Being able to easily navigate data collected from AMI is key to harvesting the value of the system. READY Manager has intelligent search functions, where you can combine different categories of meters with freely definable search words.

Examples include:

- Choosing to only search among meters that have a certain consumption within a specified period
- Finding all meters with final reads within a specific time period
- Finding all meters where the registers have wrapped the last day

READY Manager – Final read function

With Kamstrup AMI, a final read for consumers moving out can be completed without visiting the meter. The AMI system marks the reading as final for that consumer, indicating the time of vacancy, and is used for final billing. It is possible to search for final reads with the advanced search functions and export all final reads with the export functionality.

READY Manager - Reading performance reporting and visualization

For AMI networks, the demand for high performance is more and more evident. Having the right tool to validate and document the data collection success is important for your operations, as well as other stakeholders, such as city officials. With the performance reading reporting and visualization module, you have access to an overview of the network performance of meters selected. Based on pre-defined performance indicators, you can verify the quality of your network's performance.

Meters available in READY Manager are listed for an easy overview. Each meter is shown within a user-defined area, with its percentage of data messages received. It is possible to create a report that shows the reading performance of a group of meters according to user-defined parameters.

Address	Postal code	City	Serial number	Last missing reading in period	Average performance
4000 HUNTERDUNE RD	37064	FRANKLIN	1700704		100.00 %
4000 HUNTERDUNE RD	37064	FRANKLIN	1700704		100.00 %
4000 HUNTERDUNE RD	37064	FRANKLIN	1700704		100.00 %
4000 HUNTERDUNE RD	37064	FRANKLIN	1700704		100.00 %



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 12/01/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Person/Circumstance	1
Total Incidents for This Date	1

Date: 12/02/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic Violence	1
Illegal Burning/Permit Violat	1
Simple Assault	1
Total Incidents for This Date	3

Date: 12/03/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
911 Transfer	1
Assault Other Weapons	1
Found Property	1
Business Establishment Alarm	1
Incomplete 9-1-1 Calls	1
Total Incidents for This Date	5

Date: 12/04/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Patrol Request	1
Repossession of property	1
Wanted Person - Warrant	1
Total Incidents for This Date	3

Date: 12/05/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Domestic Violence	1
Wanted Person - Warrant	1
Total Incidents for This Date	3

Date: 12/06/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Sex Offense/Abuse	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Domestic Violence	1
Medical Emergency	1
Total Incidents for This Date	4

Date: 12/07/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Patrol Request	1
Medical Emergency	1
Total Incidents for This Date	2

Date: 12/08/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Trespassing	1
Total Incidents for This Date	1

Date: 12/09/18

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

Date: 12/10/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Incomplete 9-1-1 Calls	1
Welfare Check	1
Juvenile Problem	1
Medical Emergency	2
Theft Other Property	1
Attempted Suicide	1
Total Incidents for This Date	7

Date: 12/11/18

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

Date: 12/12/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
911 Transfer	1
RSO address verification	3
Traffic Hazard	1
Violation Court Orders	1
Animal - Barking Dog	1
Fraud	1
Lockout, Vehicle/Home	1
Total Incidents for This Date	10

Date: 12/13/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Civil Process	1
Found Property	1
Bomb Threat or Attack	1
Medical Emergency	1
Total Incidents for This Date	5

Date: 12/14/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Patrol Request	1
Medical Emergency	2
Total Incidents for This Date	3

Date: 12/15/18

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

Date: 12/16/18

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

Date: 12/17/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
RSO address verification	2
Citizen Assist	1
Vandalism/Mailic Misch	1
Residential Alarm	1
Citizen Dispute	1
Total Incidents for This Date	7

Date: 12/18/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Simple Assault	1
Medical Emergency	1
Business Establishment Alarm	1
Medical Emergency	1
Power/Gas/Water Problems	1
Total Incidents for This Date	5

Date: 12/19/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Found Property	1
Patrol Request	1
Total Incidents for This Date	2

Date: 12/20/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Parking Problem	1
Medical Emergency	1
Total Incidents for This Date	2

Date: 12/21/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Threats	1
Message Delivery	1
Agency Assistance	1
Medical Emergency	1
Harrass	1
Violation Court Orders	1
Total Incidents for This Date	7

Date: 12/22/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Hospice	1
Traffic Collision Prop Damage	1
Medical Emergency	1
Disorderly Conduct	1
Theft Other Property	1
Total Incidents for This Date	5

Date: 12/23/18

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

Date: 12/24/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	2
Wanted Person - Warrant	1
Medical Emergency	1
Citizen Dispute	1
Domestic Violence	1
Total Incidents for This Date	6

Date: 12/25/18

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

Date: 12/26/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Assault resulting in Felony	1
Wanted Person - Warrant	1
Medical Emergency	1
Welfare Check	1
Threats	1
Domestic Violence	1
Medical Emergency	1
Total Incidents for This Date	7

Date: 12/27/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Patrol Request	1
Business Establishment Alarm	1
Total Incidents for This Date	2

Date: 12/29/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Violation Court Orders	1
Medical Emergency	1
Total Incidents for This Date	2

Date: 12/30/18

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

Date: 12/31/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	2
Public Nuisance/County Ordinan	1
Problems with Dogs	1
Total Incidents for This Date	4

Total reported: 107

Report Includes:

All dates between '00:00:00 12/01/18' and '00:00:00 01/01/19', All agencies matching 'SCSO', All natures, All locations matching '21', All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 12/01/18

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

Date: 12/08/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Business Establishment Alarm	1
Total Incidents for This Date	1

Date: 12/16/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic Violence	1
Medical Emergency	1
Total Incidents for This Date	2

Date: 12/23/18

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

Date: 12/24/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Incomplete 9-1-1 Calls	1
Medical Emergency	2
Total Incidents for This Date	3

Date: 12/27/18

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

Date: 12/31/18

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

Total reported: 10

Report Includes:

All dates between '00:00:00 12/01/18' and '00:00:00 01/01/19', All agencies matching 'SCSO', All natures, All locations matching '22', All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Total</u>
46.16.010.1	EXP VEH TAB OV 2 MON	1
46.61.400	SPEEDING	1
9A.36.041	4TH DEGREE ASSAULT	1

Report Totals

3

Report Includes:

All dates of issue between '00:00:00 12/01/18' and '00:00:00 01/01/19', All agencies matching 'SCSO', All issuing officers, All areas matching '21', All courts, All offense codes, All dispositions, All citation/warning types



Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

Violation
9A.36.041

Description
4TH DEGREE ASSAULT

Total
1

Report Totals

1

Report Includes:

All dates of issue between '00:00:00 12/01/18' and '00:00:00 01/01/19', All agencies matching 'SCSO', All issuing officers, All areas matching '22', All courts, All offense codes, All dispositions, All citation/warning types

	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Mileage													
County	16089	13534	16939	15926	16528	12185	16546	16527	14524	13473	13655	14260	180186
Stevenson	2004	2101	2293	2148	2351	1874	2401	2250	2160	1821	2017	2095	25515
N. Bonneville	1120	1066	1254	1281	1373	1059	1182	1099	1026	988	1030	903	13381
USFS	1831	1615	2659	2212	1244	958	952	1025	1024	940	2630	1255	18345
Title 3	75	0	144	30	298	784	982	1439	855	1901	215	55	8778
Other	0	10	96	0	1961	1762	2260	2270	2094	1850	96	0	12399
TOTAL	21119	18326	23385	21597	23755	18622	24323	24610	21683	20973	19643	18568	256604
Hourly Report													
Vacation	229.00	0.00	50.50	105.00	205.25	71.00	208.00	301.50	182.50	242.25	326.25	275.75	2197.00
Sick Leave	47.00	34.75	8.25	59.00	10.00	20.25	30.00	20.00	61.25	194.00	71.50	0.00	556.00
Training	46.00	25.75	97.75	214.50	266.50	208.00	141.50	54.00	61.50	57.50	78.75	68.00	1319.75
Administration	52.00	55.50	68.75	60.50	55.75	76.00	63.25	73.75	53.25	57.75	51.75	50.25	718.50
Patrol/Investigations													
Schools/Com Svc	3.00	0.00	3.00	10.25	12.00	0.00	0.00	6.00	2.00	0.00	1.50	6.00	43.75
K 9	31.00	30.00	30.00	34.00	19.00	14.00	19.00	9.00	14.00	13.00	10.00	19.00	212.00
County	926.00	902.25	1262.50	896.25	1064.25	949.75	947.00	996.50	1072.75	936.50	919.50	980.50	11852.75
Stevenson	427.75	402.50	425.75	391.25	434.00	406.75	449.25	471.75	425.00	419.00	454.50	497.75	5205.25
Stev Court	3.00	0.00	0.00	2.25	0.00	19.00	12.00	0.00	0.00	0.00	0.00	0.00	36.25
N. Bonneville	189.25	163.25	193.00	185.00	208.00	155.00	181.25	182.25	152.25	167.25	172.00	166.75	2115.25
N. Bonn Court	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
District Court	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	6.00
Superior Court	0.00	15.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25
USFS	185.75	166.00	225.25	233.75	109.00	117.00	109.50	121.50	114.50	96.00	206.50	125.75	1810.50
Gorge Scenic	66.75	68.00	88.00	68.25	92.50	49.75	91.50	82.75	61.50	75.00	79.75	78.75	902.50
Weyer/Col Timber	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
Drug	135.25	150.00	180.00	145.00	170.00	69.00	130.00	130.00	160.00	175.00	100.00	112.00	1656.25
SDS Patrol	12.75	16.00	12.50	18.25	11.75	10.25	8.75	9.75	10.75	7.25	7.75	6.50	132.25
Eradication County	0.00	0.00	0.00	0.00	0.00	0.00	23.25	0.00	0.00	0.00	0.00	0.00	23.25
County Traffic Enforce.	237.00	228.00	209.00	266.50	204.50	147.50	191.00	179.75	142.75	188.50	214.25	171.75	2381.50
SAR County	2.00	0.00	6.00	0.00	0.00	0.00	0.00	2.50	0.00	0.00	2.00	3.00	15.50
Title 3													
Emergency Response	3.00	0.00	5.00	7.00	10.50	23.75	15.75	16.75	6.75	14.00	0.00	0.00	102.50
SAR Missions	0.00	0.00	0.00	0.00	20.00	12.50	21.50	9.50	30.00	63.50	11.50	6.00	183.50
	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	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	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
Title 3 Subtotal	3.00	0.00	14.00	7.00	30.50	36.25	37.25	26.25	36.75	77.50	11.50	6.00	286.00
Sub Total Reg	2352.00	2222.50	2803.50	2527.75	2647.25	2222.00	2367.25	2371.75	2270.25	2195.75	2300.25	2288.00	28568.25
Overtime													
Schools/Com Svc	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
County	50.75	17.75	16.75	45.50	31.00	51.50	65.75	44.75	27.50	79.50	45.50	23.15	499.40
Stevenson	6.00	1.75	1.00	3.25	3.00	8.25	0.00	9.00	0.00	7.00	4.50	17.00	60.75
Stevenson Court	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.00	1.50
N. Bonneville	0.00	0.00	2.00	0.00	0.00	2.25	0.00	0.00	1.75	4.75	0.00	0.00	10.75
N. Bonneville Court	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
District Court	0.00	4.00	0.00	3.00	4.00	5.00	6.50	4.00	0.00	6.00	11.50	1.00	45.00
Superior Court	13.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	21.00
USFS	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Training	30.50	5.00	20.50	2.00	1.75	16.00	2.00	0.00	34.00	4.00	0.00	0.00	115.75
Weyer/Col Timber	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
Drug	0.00	0.00	0.00	0.00	0.00	7.75	0.00	0.00	0.00	0.00	0.00	0.00	7.75
DNR	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
Eradication County	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
County Traffic Enforce.	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	5.00
Special Contracts	0.00	0.00	0.00	0.00	0.00	0.00	35.25	4.00	0.00	0.00	0.00	0.00	39.25
SAR County	0.00	0.00	27.50	8.50	0.00	0.00	0.00	5.00	2.75	12.00	0.00	0.00	56.75
SAR Title 3	0.00	0.00	0.00	0.00	12.50	5.25	29.50	62.75	29.50	60.75	9.00	0.50	209.00
Total Overtime	101.00	33.50	67.75	62.25	44.75	90.75	114.50	67.75	66.00	116.25	62.25	45.15	871.90
Total Title 3	3.00	0.00	14.00	7.00	43.00	41.50	66.00	89.00	66.25	138.25	20.50	6.50	495.00
TOT HRS	2732.00	2453.00	2944.00	2761.00	2950.25	2445.50	2784.25	2850.00	2646.25	2886.50	2772.50	2515.40	32840.65

Stevenson Municipal Court
Summary of Cases Filed 2018
Updated 9/18/2018

<u>Charge</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Criminal Non-Traffic												
Assault 4th Degree	-	1	-	1	-	1	1	-	-	-	2	5
Bail Jumping	-	-	-	-	1	-	-	-	-	-	-	-
Disorderly Conduct	-	-	-	-	-	-	-	-	-	-	-	-
Malicious Mischief III	-	-	-	-	-	1	-	-	1	-	-	-
Minor in Possession (Marijuana)	-	-	-	-	-	-	-	2	-	-	2	-
No Contact/Protection/Antiharass Order Vio	-	1	-	-	-	2	-	-	2	-	-	-
Resisting Arrest	-	-	-	-	-	-	-	-	-	-	-	-
Supply Liquor/Premises to Minaor	-	-	-	-	-	-	-	-	-	1	-	-
Theft 3	1	1	-	2	-	1	-	2	-	1	1	-
Other Criminal Non-Traffic	-	-	-	-	-	-	-	-	-	-	-	-
Total Criminal Non-traffic	1	3	0	3	1	5	1	4	3	2	5	5
Criminal Traffic												
DUI/Physical Control	1	2	2	1	1	1	1	1	-	-	-	-
Operate Vehicle w/o Ignition Interlock	-	-	1	-	-	-	-	-	-	-	-	-
No Valid Op License or Driving While Suspended	6	4	2	2	3	2	1	1	-	2	1	-
Hit & Run	-	-	-	-	-	-	-	-	-	-	-	-
Reckless Driving	-	-	-	1	-	-	-	-	-	-	-	-
Total Criminal Traffic	7	6	5	4	4	3	2	2	0	2	1	0
Non-Traffic Infraction												
Dog Running at Large	-	-	-	-	1	-	-	-	-	-	-	-
Open/Consume Alcohol Public Place	-	1	-	-	-	-	-	-	-	-	-	-
Open/Consume Marijuana Public Place	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor Burning Violation	-	-	-	-	-	-	-	-	-	-	-	-
	0	1	0	0	1	0	0	0	0	0	0	0
Traffic Infraction												
Vehicle Registration (Fail to Register/Expired)	2	2	6	1	-	2	1	-	-	-	-	1
Fail to Signal	-	-	-	-	-	-	-	-	-	-	-	-
Fail to Wear Safety Belt	-	-	-	-	-	-	-	1	-	-	-	-
Fail to Yield Right of Way	-	-	1	-	1	-	-	-	-	-	-	-
Following too Close	-	-	-	-	-	-	-	-	-	-	-	-
Improper Passing on Left	-	-	1	-	-	-	-	-	-	-	-	-
Leaving Unattended Veh on Roadway	-	-	-	1	-	-	-	-	-	-	-	-
Negligent Driving 2nd Degree	-	-	1	-	-	-	-	-	-	-	-	-
No Motorcycle Endorsement	-	-	-	-	1	-	-	-	-	-	-	-
No Valid Operator's License/No License on Person	-	1	-	-	2	2	2	-	-	-	-	-
Open Alcoholic Container	-	-	1	-	-	-	-	-	-	-	-	-
Op Motor Vehicle w/o Headlights when Req'd	-	-	-	-	1	-	-	-	-	-	-	-
Op Motor Vehicle w/o Insurance	2	2	2	-	1	2	1	-	1	1	-	-
Speeding	3	7	5	5	5	6	3	2	-	-	1	1
Wrong Way on One-Way Street	-	1	-	-	-	1	-	-	-	-	-	-
Total Traffic Infractions	7	13	17	7	11	13	7	3	1	1	1	2
Parking Infractions												
Illegal Parking, Standing, Stopping	-	2	2	-	-	-	-	-	-	-	1	-
Total Traffic Violations & Citations:	14	21	24	11	15	16	9	5	1	3	3	2
2018 Monthly Total Violations & Citations	15	25	24	14	17	21	10	9	4	5	8	7
2018 Year-to-Date Total Violations & Citations	15	40	64	78	95	116	126	135	139	144	152	159
YTD Traffic related 2018 YTD:	14	35	59	70	85	101	110	115	116	119	122	124
YTD Traffic related 2017 YTD:	4	5	12	12	14	19	23	23	29	30	31	35
YTD Traffic related 2016 YTD	6	10	16	21	26	42	63	68	75	97	100	103

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT MONTHLY REPORT and INVOICE

Contractor:	Skamania County Chamber of Commerce
Reporting Period:	December 2018
Amount Due:	\$ 7,500.00 Monthly Contract Amount
	660.00 Program Management Time
	<u>22,932.67</u> Monthly Reimbursables
	\$ 31,092.67

VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	98
Telephone Calls:	57
E-Mails:	8
Business Referrals:	588
Tracked Overnight Stays:	31
Mailings (student, relocation, visitor, letters):	6
Large Quantity Mailings (guides, brochures, etc.):	455
Chamber Website Pageviews	2,672
COS Website Pageviews	4,159

CHAMBER BUSINESS

Chamber Board Meeting: The December Board Retreat was held with discussion items including setting a new budget for 2019, follow-up on lease agreement with Umpqua Bank, Chamber Annual Dinner and Auction and retirement of Executive Director Casey Roeder.

Chamber Membership: We had no new members in December and 12 renewals.

“Columbia Currents” Monthly Electronic Newsletter: The December 2018 issue was deployed on Monday, December 3 to over 1,000 recipients. Individuals continue to sign up for the e-newsletter via the website.

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

“Chamber Break” Morning Networking Session: We did not have a Chamber Break in December due to lack of a host.

Chamber Happy Hour: In December, the Chamber co-hosts a holiday open house with the Skamania County EDC and Port in lieu of our regularly scheduled Happy Hour event. Over 100 people attended the open house.

Chamber Facebook Page: Posting updates several times per week including sharing of member events and activities. Currently at 1,579 followers. Create new posting for each new member.

Chamber Marketing, Projects, Action Items:

- Worked with D Studios to update pages on the Chamber's website.
- Created and promoted of Shop Local for the Holidays campaign.
- Updated kiosk at Cape Horn Trailhead and continue to fill with Skamania County Visitor Guides.

COUNTY ORGANIZATIONAL & PROMOTIONAL SUPPORT

Event Promotion/Assistance:

- Christmas in the Gorge
- Chamber/Port/EDC Holiday Open House
- Chamber Annual Dinner

LOCAL/REGIONAL/STATE MEETINGS AND PROJECTS:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements and attend monthly meetings. Other WRBA activity included:

- Christmas in Carson: Helped to organize and promote the Christmas in Carson event in December.

Stevenson Downtown Association (SDA): Attended SDA meeting and worked with Promotion Committee members.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

STEVENSON/SBA MEETINGS AND PROJECTS:

- Worked with Sasquatch Advertising on Twitter campaign.
- Organized and executed Christmas in the Gorge.
- Promoted Shop Stevenson for the Holidays campaign.
- Posted updates and announcements on Stevenson Facebook page and Christmas in the Gorge Facebook page. Currently at 3293 fans.

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 2	Promotional Products and Projects	
P2-B	Stevenson Map Printing	\$ 213.25
P2-D1	Website	1,251.94
P2-D2	Marketing Campaign	2,200.00
P2-D3	Ad Development	10,553.36
P2F	Skamania Lodge Cooperative Projects	7199.62
Program 3	Stevenson Business Association Events	
P3B	Christmas in the Gorge	<u>1,514.50</u>
		\$ 22,932.67

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases, etc.)	4 hours	\$ 120.00
Program 3	Stevenson Business Association Events		
P3B	Christmas in the Gorge	18 hours	<u>540.00</u>
		22 hours	\$ 660.00



City of Stevenson

Fire Department – Rob Farris, Chief

(509) 427-5970

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

To: Stevenson City Council
From: Rob Farris, Fire Chief
RE: Fire Department Update – December 2018
Meeting Date: January 17th, 2019

Executive Summary:

December saw an increase of mutual aid calls to Cascade Locks. All three of the mutual aid calls for the month were to Cascade Lock. I anticipate an increase due to staffing challenges that seem to be affecting Cascade Lock's Fire Department's ability to respond with adequate manpower to perform firefighting functions safely. I will monitor this situation and work with the Fire Chief from Cascade Lock Fire and Rescue to work through the issues.

We have also seen an increase of firm alarm calls to Skamania Lodge. We will be reaching out to the Management at Skamania Lodge to see how we can help them mitigate their false alarms.

Our volunteers once again had the honor to help deliver the Annual Skamania County Christmas Food Baskets. We had multiple members give them time on a Friday morning to help with this event.

Overview of Items:

Command Vehicle Grant Project: Components have been ordered and we are finalizing our lighting and signage vendor this week.

New Fire Hall: Geotech and wetland delineation studies have been completed. We are currently waiting on costing from Mackenzie.

Drills/Training/Calls:

November Drills/Training – 50 Hours of volunteer training time

December Calls – 8 total

3 – Fire Alarms

3 – Mutual Aid

1 – Burn/Smoke Complaints

3 – Mutual Aid

Action Needed: None

MINUTES
PLANNING COMMISSION MEETING
Monday, December 10, 2018
6:00 PM

Planning Commission Members Present: Valerie Hoy-Rhodehamel, Karen Ashley, Shawn Van Pelt

Excused Absence: Auguste Zettler (Excused Commissioner Zettler provided written input.)

Staff Present: Community Development Director Ben Shumaker

Community Members Present: Ed Feeley, Bernard Versari, Mary Repar, Jack Clifton, David Bennett, Thomas McCloskey, Matthew Knudsen

Guest: None

Call to Order: 6:00 p.m.

Preliminary Matters

1. Chair Selects Public Comment Option #1

2. Minutes October 8th Meeting Minutes

MOTION: ASHLEY moved to approve the minutes. HOY-RHODEHAMEL seconded. All approved. Motion carried.

3. Public Comment Period None

New Business

4. None

Old Business

5. 6:05PM Public Hearing: Conditional Use Permit 2018-02 Feeley Temporary Emergency, Construction or Repair Residence in the R1 District: Public Hearing opened at 6:05 p.m.

- a. Review Purpose of Meeting (to take public comment and decide whether to grant or deny the proposal)
Shumaker explained the review of the proposed conditional use permit included in the packet on pages 7-20. The proposal is to continue occupying, beyond the 6-month grace period, an RV on the property where a home is being constructed as a temporary/emergency/construction/repair trailer.
- b. Appearance of Fairness Disclosures. ASHLEY noted that some people have approached her about the issue but she held off on further discussion. She provided a written comment from one of the ex parte contacts (Philip Ginter). ASHLEY explained that the conversation did not sway decision making in any way. No further disclosures from other commissioners. Feeley says no need to challenge anyone, commissioners or public, being fair and/or impartial. Shumaker confirms all Commissioners are cleared to make a decision on the application.
- c. Presentation by Staff. Shumaker explained the permit timing. The grace period started in April and expired in October. It is coming to the Planning Commission now, in December, as a Planning Commission meeting was not held in the month of November. Staff recommends approval of a 12 months extension, after which another 6 month extension could be requested. After that extension, if more time was needed,

reapplication would be required as a new permit. Feeley does not think this will be necessary.

- d. Presentation by Applicant. None.
- e. Public Hearing. Repar asked for clarification regarding the storage of the RV. Feeley clarified that after construction is completed, the RV may or may not be stored on the property or he may sell it.
Clifton asked about another trailer across the street from the property that is not in compliance and has not followed the same paperwork trail as Feeley. Shumaker confirmed that there is an open complaint/nuisance on that property and they have a deadline to comply with city requests.
Public Hearing closed at 6:19 p.m.
- f. Commission Discussion The commission discussed the dates for the next 12 months. The starting time for the extension is in October, at the time of the original expiration period. The Commission also noted that the RV is hooked up to city sewer. Commission discussed that 6-18 months is an appropriate amount of time for this permit to be granted.
- g. Findings of Fact. Shumaker noted nine findings of fact in the draft CUP.
- h. Decision. ASHLEY moved to accept findings of fact as drafted and to approve the draft CUP. VAN PELT seconded. All approved. Motion carried.

6. Shoreline Management Program Final Planning Commission Draft SMP

Shumaker explained that the SEPA comment period on the Determination of Nonsignificance has been completed with no comments received. Currently, the SMP is out to a 60 day comment period with the Department of Commerce (who communicates with other state departments for comments). That period ends closes on December 17th.

Shumaker detailed the comments received up to this point: The Commission had questions about whether Pat Albaugh's comment was requesting removal from acknowledgment as an advisory committee member. They suggested reaching out to him again. Shumaker to follow up again and they can take him off the committee if that's what he would prefer.

The other comments come from the Confederated Tribes of the Umatilla: one about Inventory and Characterization Report; and the other is that they are notified of actions. Shumaker referenced the attached draft changes to the ICR and said he also added the tribes to the SEPA notification list for future communications. There was consensus to move forward with the change as proposed by staff.

Shumaker also noted changes made in response to the Commission's previous discussion. The main change involves moving away from the state term of "exemption" and toward a more appropriate term "minor project authorization". Other changes were made based on a final review of the state's checklist. Based on this Shumaker referenced the redlines which included the state-required language.

The Commission discussed submittal requirements for minor projects versus substantial development. As drafted a Joint Aquatic Resource Permits Application (JARPA) is required for minor projects. The Commission discussed a possible staff workload issue with all the written applications. Shumaker noted that the state needs something for their files. The Commission wanted to consider a verbal authorization process but noted that having something in writing means there's something for the city and the residents to go back to. The Commission asked Shumaker to draft a change that did not require minor projects to submit a JARPA but gave staff

the authority to request additional information when necessary. The Commission also discussed how the use of this authority would be justified for specific projects. Bennett questioned using the same building permit for all projects and noted that making a list of every condition when new information can be required may not be feasible. There was also staff concern about starting too minimal and continuing to require more paperwork as opposed to allowing the applicant a list of what's required up front. Shumaker confirmed the Commission's intent to start minor projects with a short application and, if necessary, request additional detail of more involved projects. Commission agreed to move forward with draft going to City Council based on this direction and the changes discussed.

In reviewing the existing residential structures that don't meet setback and height requirements, redevelopment expansion change and occupancy of residential structure "may be allowed." Versari expressed concern that the language is vague and suggested a change to "is allowed" and add information about no net loss in replacement description. The Commission discussed conforming versus non conforming and the difference in language between "may be allowed" and "is allowed". Commission consensus to add/change language as presented by Versari and will be reviewed by DOE in the future.

Shumaker explained that the City Council will review the SMP documents in December for potential final action. The only thing that could postpone if the city receives a lot of written input that should be reviewed by the Commission again before going to Council for approval. Shumaker will advise the Council if he believes that is necessary. The Advisory Committee was in agreement for moving forward with a vote by the Planning Commission.

MOTION: ASHLEY made a motion to approve the SMP, as modified tonight, and to move forward to City Council. VAN PELT seconded. All approved. Motion carried.

7. Zoning Change Kickoff Report ZON2019-01 Referrals from the Mayor and Staff

Shumaker addressed amendments to make to the zoning code in three categories: 1. Proposal to relax restrictions on accessory dwelling units (ADUs); 2. Change from allowing single family residences in commercial district to potentially allowing them as conditional uses; 3. Clean up "content" issues that weren't addressed in the "format" change. For tonight, add or remove things to the scope of the change and what is public involvement for the changes proposed.

1. Restrictions for ADUs require the second unit to be attached to the first, the property owner must live in one of the units, and the maximum size needed. The mayor would like to see the Commission remove the restriction that the unit must be attached to the first property. The City Administrator would like the utilities for detached ADUs to be separate connections.

Commission discussed the reason for the second unit to be attached. Shumaker noted previous discussions about easing neighbor concerns with attached units. The Commission discussed the current maximum house size that affects a second detached unit.

2. The Comprehensive Plan was adopted after a discussion about whether single family homes should be allowed in commercial areas. That discussion settled on recommending changing the zoning so proposals would be reviewed case-by-case as conditional uses. The mayor asked that this change take place now.

McCloskey explained that he is a property owner affected by this change and discussed the City Council's recent decision to enact a moratorium on new single family residences downtown. He requested that their property be considered within this zoning change. Shumaker confirmed that based on recent City Council decisions, the proposal directly affects these owners' plans. The current moratoriums are due to the interest in the downtown plan which will be addressed next year, although given this specific situation it needs to be discussed earlier. The single-family moratorium could be lifted before the other moratoriums. Shumaker expressed concerns that future discussion would not be able to occur at a policy level and would be reviewed in light of the impacts to the current proposal. The Commission discussed how changes could require conditional use permit and what sort of conditions need to be met. They also noted that they could chose not make a change if the intent is to support the McCloskeys. Shumaker highlighted and stressed that if a conditional use permit is required, fairness and impartiality on this case could require it to be reviewed by a hearing examiner instead of the Planning Commission. The Commission discussed interest in more downtown design before being faced with this decision and agreed that they need more detail before making a decision.

3. Changes in maroon are what was proposed by previous Planning Commissions via zoning interpretations. Changes in purple are proposed by staff to provide better consistency/clarity.

The Commission agreed that #2 and #3 need further discussion and a broader public involvement effort is necessary for #1 including a short questionnaire and press release.

Discussion

8. Staff & Commission Reports City Council Strategic Planning Retreat, Planning Commission Vacancy, School and Healthcare Planning

Shumaker explained that the City Council had a visioning retreat where goals were outlined for the city. Some goals will interface with the Planning Commission, such as downtown planning and staff planning on different projects/lands around the city.

Knudsen is no longer a voting member of the Planning Commission, as he has moved on to City Council. He noted a detailed thought process that the Council takes on certain items and views the increased communication will be helpful.

Shumaker noted he will be involved with the School District's current planning effort and the Hospital District consideration of a stand alone emergency room or micro hospital in the area. He will keep the Commission informed as these efforts unfold. More information to come.

There will be interviews for the open Commissioner position at the January meeting. There are two interested at this time. A new chair will also be discussed at the January meeting.

9. Thought of the Month None

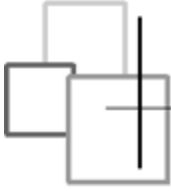
Adjournment 10. Adjournment at 8:28 p.m.

Approved _____; Approved with revisions _____

Name

Date

Minutes by Claire Baylor



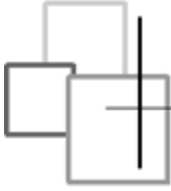
A/P Check Register

Fiscal : 2018
Period : 2018 - Dec
Council Date : 2018 - Dec - 13th Month 2018
Bank Account: General Checking Umpqua
System Types : Financials Check Numbers : All

Number	Vendor Name	Account Description	Amount
13120	A&J Select	Value Planning Hosting Costs	\$252.36
13121	Aramark Uniform Services	Household Supplies/Repairs	\$10.32
		Repairs/Supplies Contracted	\$99.72
		Check Total:	\$110.04
13122	Avista Utilities	Electricity	\$400.87
		Fire Hall Heat And Lights	\$238.32
		Heat & Lights	\$191.87
		Check Total:	\$831.06
13123	BergerABAM	Consulting Engineering	\$7,085.55
13124	BSK AddyLab,LLC	Testing	\$255.00
		WW Sampling Professional Services	\$105.00
		Check Total:	\$360.00
13125	Centurylink Comm Inc	Central Services Telephone	\$41.46
		Fire Telephone	\$0.26
		Sewer Telephone	\$4.90
		Check Total:	\$46.62
13126	CH2MHILL OMI	Operations Contract (OMI)	\$10,829.17
13127	Chevron & Texaco Card Service	Gas and Oil	\$1,236.85
13128	Cities Insurance Association, Inc.	Training/Tuition - Financial/Records	\$73.70
13129	Coburn Electric, Inc.	Repair-Contracted Labor	\$1,471.73
13130	Columbia Gorge Interpretive Center	CRGIC Consultant Services	\$660.61
13131	Columbia Hardware, Inc.	Operating Supplies	\$454.40
		Promotion Supplies	\$111.91
		Repairs/Supplies Contracted	\$58.26
		Supplies	\$177.90
		Check Total:	\$802.47
13132	Columbia River Disposal	Litter Clean-Up	\$196.09
13133	Correct Equipment	Small Tools/Minor Equipment	\$12,718.94
13134	Discover Your Northwest	Discover Your Northwest	\$126.10
13135	GC Systems, Inc.	Repair-Contracted Labor	\$7,483.00
13136	Gregory S Cheney PLLC	Indigent Defense	\$675.20
13137	Jacobs' Services Inc.	Custodial Services	\$500.00
13138	Karl Russell	Dues & Membership/filing Fees	\$30.00
13139	Municipal Code Corp	Ordinance Codification	\$604.00
13140	NAPA Auto Parts	Repairs/Supplies Contracted	\$700.85
13141	Office of State Treasurer - Cash	Agency Disbursement - Court	\$352.40
	Mgmt Division	Agency Remittances - State Bldg Code	\$13.00
		Check Total:	\$365.40
13142	One Call Concepts, Inc.	Dues & Membership/Filing Fees	\$9.63
13143	Print It! Inc.	Office Supplies	\$52.24
		Office Supplies & Postage	\$26.11
		Office Supplies and Postage	\$26.12
		Check Total:	\$104.47
13144	PUD No 1 of Skamania County	Dewatering Electricity Chesser	\$45.50
		Electricity	\$1,505.00

Number	Vendor Name	Account Description	Amount
		Electricity - Street Lights	\$1,721.65
		Fire Hall Heat And Lights	\$170.30
		Heat & Lights	\$326.63
		Parks Electricity	\$51.74
		Check Total:	\$3,820.82
13145	Radcomp Technologies	Office Equip Repair& Maintenance	\$403.30
13146	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$39.16
13147	Skamania County Auditor	Planning Filing Fees/Misc	\$113.00
13148	Skamania County Chamber of Commerce	Consultant Services, Chamber	\$7,500.00
		SBA Consultant Services	\$23,592.67
		Check Total:	\$31,092.67
13149	Skamania County Pioneer	Legislative Publishing	\$117.00
		Planning Publication	\$93.60
		Check Total:	\$210.60
13150	Skamania County Probation	Agency Disbursement - Court	\$165.65
13151	Skamania County Sheriff	Jail Services	\$1,275.00
13152	Skamania County Treasurer	Agency Disbursement - Court	\$7.47
		Litter Clean-Up	\$58.10
		Substance Abuse/Liquor Profits	\$64.62
		Check Total:	\$130.19
13153	Staples -Dept 11-05417944	Household Supplies/Repairs	\$14.83
		Office Supplies	\$48.47
		Check Total:	\$63.30
13154	Stevenson Downtown Association	Main St Program Coordinator (SBA)	\$2,083.33
13155	Stevenson-Carson School District	Stevenson Municipal Pool Marketing	\$1,946.84
13156	Tetra Tech, Inc.	#38 Sewer Plan - Prof Serv	\$40,148.43
		Feasibility Study-Consultant Svs	\$7,781.09
		Check Total:	\$47,929.52
13157	US Bank	Dues & Membership - Financial	\$75.00
		Dues & Membership/Filing Fees	\$42.00
		Dues And Membership - General Govt	\$185.00
		Fire Prevention Supplies FDII	\$163.40
		Miscellaneous - Postage	\$611.40
		Office Supplies	\$6.73
		Repairs/Supplies Contracted	\$9.86
		Training/Tuition - Financial/Records	\$79.00
		Website - General Fund	\$20.00
		Check Total:	\$1,192.39
13158	US Bank Safekeeping	Fiduciary Fees/VISA	\$30.00
13159	USA Bluebook	Operating Supplies	\$171.89
13160	Verizon Wireless	Building Department Telephone	\$56.21
		Sewer Telephone	\$15.64
		Water Telephone	\$15.64
		Check Total:	\$87.49
13161	Walking Man Brewing	Fools Fest (Walking Man)	\$1,335.69
13162	Wallis Engineering, PLLC	Russell Ave - Engineering	\$10,209.68
13163	Whitney Equipment Company Inc	Maintenance T&D Benefits	\$9,522.89
13164	Woodrich, Kenneth B PC	Advisory Board Services	\$1,572.00
011908ACH	InvoiceCloud	EBPP Fees Sewer	\$176.12
		EBPP Fees Water	\$176.13
		Check Total:	\$352.25
011909ACH	Department of Revenue	Fire Supplies	\$6.11
		Fire Supplies FD II	\$6.11
		Office Supplies	\$1.73

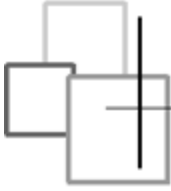
Number	Vendor Name	Account Description	Amount
		Parks Supplies	\$238.24
		Repairs/Supplies Contracted	\$21.81
		Sewer Taxes	\$1,084.43
		Water Taxes	\$1,990.29
		Check Total:	\$3,348.72
	Grand Total		\$164,370.22
	Total Accounts Payable for Checks #13120 Through #011909ACH		



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2018 - Dec - 13th Month 2018

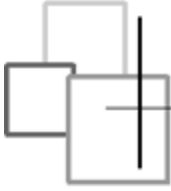
Fund Number	Description	Amount
001	General Fund	\$8,457.27
100	Street Fund	\$2,263.86
103	Tourism Promo & Develop Fund	\$37,357.15
303	Joint Emergency Facilities Fund	\$7,085.55
309	Russell Ave	\$10,209.68
310	Wastewater System Upgrades	\$252.36
400	Water/Sewer Fund	\$88,663.33
410	Wastewater System Upgrades	\$7,781.09
500	Equipment Service Fund	\$2,299.93
Count: 9		\$164,370.22



A/P Check Register

Fiscal: : 2019, 2018
Period: : 2019 - Jan, 2018 - Dec
Council Date: : 2019 - Jan - Jan 2019
Bank Account: General Checking Umpqua
System Types: : Financials Check Numbers: : All

Number	Vendor Name	Account Description	Amount
13165	Association of WA Cities	Dues And Membership - General Govt	\$852.00
13166	Board For Volunteer Firefighters	Firefighter Pension/Disability	\$1,830.00
13167	CenturyLink	Central Services Telephone	\$193.29
		Fire Telephone	\$106.38
		Sewer Telephone	\$105.20
		Check Total:	\$404.87
13168	Columbia Gorge Fire Equip	Fire Equipment Repair	\$109.12
		Household Supplies/Repairs	\$54.56
		Operating Supplies	\$36.38
		Repairs/Supplies Contracted	\$363.75
		Check Total:	\$563.81
13169	Department of Commerce	Dues And Membership - General Govt	\$70.00
13170	Evergreen Rural Water of Washington	Dues & Membership/Filing Fees	\$347.20
13171	Gorge Networks	Water Telephone	\$94.95
13172	IIMC International Institute of Municipal Clerks	Dues & Membership - Financial	\$280.00
13173	Radcomp Technologies	Computer Services	\$27.25
		Computer Services/Repair	\$165.96
		Office Equip Repair& Maintenance	\$54.50
		Check Total:	\$247.71
13174	RTC SW Regional Transportation Council	Misc/Recording Fees/Dues	\$800.00
13175	Skamania County Chamber of Commerce	Dues And Membership - General Govt	\$230.00
13176	Skamania County Pioneer	Legislative Publishing	\$37.44
13177	Skamania County Prosecutor	Prosecuting Attorney County Contract	\$1,337.00
13178	Skamania County Treasurer	Municipal Court Contract	\$1,663.00
		Police Services	\$14,144.25
		Check Total:	\$15,807.25
13179	Wave Broadband	Central Services Telephone	\$75.00
	Grand Total		\$22,977.23
	Total Accounts Payable for Checks #13165 Through #13179		



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2019 - Jan - Jan 2019

Fund Number	Description	Amount
001	General Fund	\$21,036.54
100	Street Fund	\$814.86
103	Tourism Promo & Develop Fund	\$12.39
400	Water/Sewer Fund	\$749.69
500	Equipment Service Fund	\$363.75
	Count: 5	\$22,977.23