

AGENDA
CITY OF STEVENSON COUNCIL MEETING
April 18, 2024
6:00 PM, City Hall and Remote

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or 301-715-8592, Meeting ID 889 7550 7011, Zoom link <https://us02web.zoom.us/j/88975507011> or via YouTube at <https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjJvA/>

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

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

2. PUBLIC COMMENTS: *[This is an opportunity for members of the audience to address the Council. If you wish to address the Council, please sign in to be recognized by the Mayor. Comments are limited to three minutes per speaker. The Mayor may extend or further limit these time periods at his discretion. The Mayor may allow citizens to comment on individual agenda items outside of the public comment period at his discretion. Please submit written comments to City Hall in person at 7121 E. Loop Rd, via mail to PO Box 371, Stevenson, WA 98648 or via email to leana@ci.stevenson.wa.us by noon the day of the meeting for inclusion in the council packet.]*

a) *Public Comments Received

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

a) *4/17 changes include:

- Added Public Comment received (item 2a)
- Added staff memo and draft documents for Utility Rates Public Hearing (item 7b)
- Updated DOWL Agreement (item 9a)
- Added staff memo regarding equipment (item 9e)
- Added additional survey analysis (item 9f)
- Added Resolutions for RCO Grants (item 9i)
- Added Financial Quarterly Report (item 10a)
- Added Housing Programs Report (item 10b)

-Added MCEDD CEDS ranking list (item 10c)

-Added vouchers (item 12a)

4. 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) **Water Adjustment** - Bonnie Johnson (meter no. 500240) requests a water adjustment of \$300.29 for a water leak which they have since repaired.
- b) **Water Adjustment** - Janet Campbell (meter no. 506900) requests a water adjustment of \$160.66 for a water leak which they have since repaired.
- c) **Water Adjustment** - Kathleen Hargadine (meter no. 804625) requests a water adjustment of \$38.76 for a water leak which they have since repaired.
- d) **Liquor License Renewal** - Walking Man Brewing, LLC
- e) **Special Occasion Liquor License Application** - Skamania County Chamber of Commerce on May 11th from 12 pm-5 pm at: Skamania County Skates, Moon River Home and Living, North Bank Books, A&J Market, IQ Credit Union, Columbia Hardware and Skamania County Pioneer.
- f) **Minutes** of the March 21, 2024 regular meeting and the March 25, 2024 special meeting.

MOTION: To approve consent agenda items a-f.

5. SHERIFF'S OFFICE REPORT:

- a) **Sheriff's Report** - The Skamania County Sheriff's report for activity within Stevenson city limits for the prior month is presented for council review.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Stevenson Downtown Association Presentation** - Kelly O'Malley-McKee, Executive Director for the Stevenson Downtown Association, will provide an update on the association.
- b) **Prosecuting Attorney Update** - Prosecuting Attorney Adam Kick will present to council how prosecutor services are provided to the City, including probation services and associated costs.

7. PUBLIC HEARINGS:

- a) Commercial Wastewater Moratorium** - City Administrator Leana Kinley presents resolution 2024-408 adopting the findings of fact related to the moratorium extension and ordinance 2024-1209 extending a wastewater moratorium on sewer connections with BOD5 discharge character above 2,000 mg/L or loading greater than 5 percent of the wastewater treatment plant design loading rate that will impact the BOD5 or TSS load on the wastewater treatment plant for public comment and council consideration.

MOTION: To approve resolution 2024-408 adopting the findings of fact related to the moratorium extension on commercial connections.

MOTION: To approve ordinance 2024-1209 extending the wastewater moratorium on connections with BOD5 discharge character above 2,000 mg/L or loading greater than 5 percent of the wastewater treatment plant design loading rate that will impact the BOD5 or TSS load on the wastewater treatment plant.

- b) *Utility Rates and System Development Charges** - City Administrator Leana Kinley presents a staff memo and draft ordinances based on the direction given at the March 25th special council meeting and previous public hearings on the topic for council review and discussion.

8. SITUATION UPDATES:

- a) Sewer Ordinance Discussion** - Staff presents a memo and a complete updated ordinance to SMC 13.08 Sewer and Pretreatment as discussed for council review and direction. If the draft is deemed suitable for public engagement, the next step will be to establish a timeline for future workshops and hearings and create informational materials for public distribution on the updated changes.

9. COUNCIL BUSINESS:

- a) *Approve Agreement with DOWL Construction Engineering** - Public Works Director Carolyn Sourek presents the contract with DOWL for construction engineering services related to the First Street Overlook project in the amount of \$159,105.

MOTION: To approve the contract with DOWL for First Street Overlook project construction engineering services in the amount not to exceed \$159,105.

- b) Water Adjustment** - Moon River (meter No. 707800) requests an adjustment of \$1,874.68 for a burst waterline during the January cold-snap, which they have since repaired. The amount is above the policy limit of \$1,000 and represents only the sewer flow and surcharge amounts billed. The typical calculation for forgiveness would be \$2,630.47. A similar request was presented in the recent past for Skamania Lodge and approved.

MOTION: To approve the wastewater flow and surcharge adjustment of \$1,874.68 [or other amount as discussed] for Moon River.

- c) Approve Ratification of the First Street Project Local Agency Agreement Supplement No. 1 and Revised Project Prospectus** - Public Works Director Carolyn Sourek requests council approval of the Agreement Supplement No 1 and revised Project Prospectus with the Washington State Department of Transportation, which increases the overall project costs by \$943,148, from a design phase cost of \$187,800 to design and construction phase cost of \$1,130,948.

MOTION: To approve the ratification of the Local Agency Agreement Supplement No. 1 and revised Project Prospectus for the First Street Project for a total project cost of \$1,130,948.

- d) Approve Park Plaza Commerce Grant** - City Administrator Leana Kinley presents the attached letter of commitment and draft scope of work for the low-income housing planning grant offered by the Department of Commerce. A copy of the grant application instructions with more information.

MOTION: To authorize the mayor to sign the letter of commitment for the low-income housing planning grant as presented.

- e) *Authorize Equipment Purchase Financing** - Public Works Director Carolyn Sourek presents the attached ordinance and resolution regarding equipment financing through the LOCAL program as discussed during the 2024 budget process. Staff will present more information regarding the equipment being purchased ahead of the meeting. These documents are in review with the city attorney and may be modified ahead of the council meeting.

MOTION: To approve the ordinance for authorization for the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said personal property.

MOTION: To approve resolution requesting reimbursement for personal property purchased ahead of the closing of the financial contract.

- f) *Discuss Community Survey Results** - City Administrator Leana Kinley presents the results from the recent Community Survey. Additional analysis of the results was added on 4/17.

- g) City Hall Hours Ordinance** - City Administrator Leana Kinley presents the attached staff memo and ordinance for council discussion and consideration.

MOTION: To approve the ordinance creating SMC Chapter 2.02 City Hall and SMC 2.02.010 City Hall Hours of Operation as amended. OR no motion and it moves to a second reading on May 16th.

- h) **Code Enforcement Discussion** - Council discussion as requested at the March 21st council meeting.
- i) ***Resolutions Authorizing Recreation Conservation Office Grant Applications** - City Administrator Leana Kinley presents the attached draft resolutions authorizing the city to apply for grants through the Recreation and Conservation Office. These are for initial review and will be on the April 25th Special Meeting agenda for council approval as the grants are due May 1st.

10. INFORMATION ITEMS:

- a) ***Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review. The first quarter financial report is also attached.
- b) ***Housing Programs Report** - The report for the prior month on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.
- c) ***Mid-Columbia Economic Development District's CEDS List** - A copy of MCEDD's 2024 Comprehensive Economic Development Strategy (CEDS) project ranking enclosed for council information.

11. CITY ADMINISTRATOR AND STAFF REPORTS:

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

12. VOUCHER APPROVAL:

- a) *March 2024 payroll and April 2024 AP checks have been audited and are presented for approval. March payroll check 17719 total \$128,304.23 which includes EFT payments. April 2024 AP checks 17720 thru 17775 total \$705,705.27, which includes EFT payments. The AP check register with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

13. MAYOR AND COUNCIL REPORTS:

14. 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.]*

[a\)](#) Attached is a list of items staff is working on for future meetings.

15. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- Tuesday, April 16th, 4pm-7pm, Park Plaza Open House at Hegewald Center Auditorium.
- Thursday, April 25th, 6pm, Special City Council Meeting
- Monday, May 13th, 6pm, Planning Commission Meeting
- Thursday, May 16th, 6pm, City Council Meeting



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

Seems odd that Kitsap County is cleaning up its old landfill but Skamania County refuses to even get started or take the first step.

Mitch Patton <nwtsrinc@gmail.com>

Mon, Apr 8, 2024 at 11:16 AM

To: Commissioners <commiss@co.skamania.wa.us>, David Waymire <davidw@co.skamania.wa.us>, planningcommissioners <planningcommissioners@co.skamania.wa.us>, Kick <kick@co.skamania.wa.us>, City of Stevenson <citycouncil@ci.stevenson.wa.us>

I'm frustrated with Skamania County's apparent disregard for the environmental issues stemming from the 2 old county landfills I have been asking for over 6 years now to start to monitor these sites. These landfills continue to leach into our groundwater and release methane gas, which impacts our air quality. When do you think the county will begin acknowledging and addressing this significant problem? We have two unmonitored landfills that must be addressed soon. I wonder if prosecutor Adam Kick is still claiming that these landfills were shut down before certain WACs or RCWs that mandate required monitoring. I can go back and find the article in the local paper quoting Kick that the county has no responsibility to clear these sites up. It's clear that Kitsap County's landfill is from the same era as our old landfills, so why is Ecology requiring them to clean up their sites? Or Is Kitsap County doing what is right for our environment on its own? See the below link.

Please add to public comment at the next city council meeting and Skamania County BOCC meeting

[Olalla Landfill - \(2220\) \(wa.gov\)](#)

--

Mitch Patton 360-903-9040

"Never give up, for that is just the place and time that the tide will turn."

- Harriet Beecher Stowe, from "Oldtown Folks"



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

government overreach

1 message

Mitch Patton <nwtsrinc@gmail.com>

Mon, Apr 15, 2024 at 10:44 AM

To: Leana Kinley <leana@ci.stevenson.wa.us>, City of Stevenson <citycouncil@ci.stevenson.wa.us>, planningcommissioners <planningcommissioners@co.skamania.wa.us>, Scott Anderson <scott.anderson@ci.stevenson.wa.us>, Ben Shumaker <ben@ci.stevenson.wa.us>, Commissioners <commiss@co.skamania.wa.us>

It's disheartening to witness our city and county governments frequently disregard the public's concerns, focusing instead on projects that strain city staff and county staff and raise taxes and fees. They seem unable to budget for maintaining existing commitments, creating a frustrating situation for everyone involved.

Please add to public comment at the next city planning meeting and the BOCC meeting

--

Mitch Patton 360-903-9040

"Never give up, for that is just the place and time that the tide will
turn."

- Harriet Beecher Stowe, from "Oldtown Folks"

MINUTES
CITY OF STEVENSON COUNCIL MEETING
March 21, 2024
6:00 PM, City Hall and Remote

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

PRESENT

Elected City Officials: Mayor Scott Anderson; Councilmembers Lucy Lauser, Kristy McCaskell, Pat Rice, Michael Johnson, Dave Cox.

City Staff: City Administrator Leana Kinley, Public Works Director Carolyn Sourek, Community Development Director Ben Shumaker, City Attorney Robert Muth.

Guests: Skamania County Undersheriff Tracy Wyckoff

Public Participants: Rick Jessel, Mary Repar, Kara Owen, Bob Wertheimer, Sarah Fuller, John Mobley and others unidentified.

2. PUBLIC COMMENTS:

>Rick Jessel commented on the proposed sewer ordinance.

>Kara Owen, General Manager of Skamania Lodge, spoke on behalf of the lodge regarding the proposed changes to the sewer and water rates.

>Bob Wertheimer questioned what the requirements are now for hooking up to the sewer system.

>Mary Repar spoke about an appeal she filed against the recent permit approval for a shoreline development.

>Sarah Fuller wanted to know if the Park Plan is a done deal.

3. CHANGES TO THE AGENDA:

a) *3/18 changes include:

- Corrected name of new Planning Commission Member (item 4d)
- Added water leak adjustments (item 4i-j)
- Revised Zoning Amendment attachment to include exhibits (item 6a)

b) ****3/20 changes** include:

- Added contract amounts for rate hearing (item 6c)
- Added updated sewer ordinance (item 7a)
- Added Fire Department report (item 10c)
- Added Homeless Housing Council Report (item 10d)
- Added voucher detail (item 12a)

c) *****3/21 changes** include:

- Added contract and amounts for Grayling contract (item 9a)

4. CONSENT AGENDA:

- a) **Authorize Mayor Anderson to Sign Letters Against Bigger Trucks** - The Coalition Against Bigger Trucks (CABT) requested letters against increasing the size and weight limits on commercial trucks. More information can be found online at cabt.org.
- b) **Approve Temporary Construction Agreement with Northwest Pipeline** - Public Works Director Carolyn Sourek presented the attached agreement for NW Pipeline to use a section of city property for their project (less than 2,000 sq ft) and cut down a group of trees (about 5 or 6 of varying sizes and conditions) in relation to the project for a total of \$1,500 as outlined in the agreement. A larger copy of the map was attached for easier viewing.
- c) **Approve Skamania County Incarceration Services Agreement** - City Administrator Leana Kinley presented the 2024-25 contract with Skamania County for Incarceration services for council approval. There is a \$5 increase to the inmate fee, or an 8% increase, which was last changed in 2018 (6 years ago).
- d) ***Appoint Tony Lawson to Planning Commission** - The Planning Commission recommended City Council appoint Tony Lawson to fill position #2, vacated by the expiration of Davey Ray's term.
- e) **Liquor License Renewals** - Columbia Gorge Interpretive Center, Fraternal Order of Eagles, Stevenson Farmers' Market, Rock Creek Tavern and 54:40 Brewing Company.
- f) **Water Adjustment** - Wesley Gillian (meter No. 405000) requested a water adjustment of \$528.73 for a water leak which they have since repaired.
- g) **Water Adjustment** - Stevenson Dental Care (meter No. 202700) requested a water adjustment of \$342.37 for a water leak which they have since repaired.
- h) **Water Adjustment** - Penny Edlund (meter No. 801600) requested a water adjustment of \$595.10 for a water leak which they have since repaired.
- i) ***Water Adjustment** - SCSD Admin Building (meter No. 405900) requested a water adjustment of \$73.31 for a water leak which they have since repaired.

- j) ***Water Adjustment** - SCSD Grade School (meter No. 205950) requested a water adjustment of \$10.06 for a water leak which they have since repaired.
- k) **Minutes of February 15th, 2024** regular Council meeting, February 22nd, 2024 special Council meeting and March 2nd, 2024 Council retreat.

MOTION to approve consent agenda items a-k was made by Councilmember Cox, seconded by Councilmember Rice.

Voting aye: Councilmembers McCaskell, Lauser, Cox, Rice, Johnson.

5. SHERIFF'S OFFICE REPORT:

- a) **Sheriff's Report** - Skamania County Undersheriff Tracy Wyckoff presented the Sheriff's Office report for the prior month's activities within Stevenson city limits.

Questions were asked about a recently hired deputy's Criminal Justice Training Commission (CJTC) certification. Undersheriff Wyckoff stated the new deputy is not certified, but he will be attending the full academy as the application for him to attend an equivalency academy was not approved, and the deputy is not currently patrolling alone.

6. PUBLIC HEARINGS:

Public hearing opened at 6:13

- a) ***Zoning Text Amendment** - Community Development Director Ben Shumaker presented a staff memo and ordinance about street side setback amendments in the R2 and R3 districts for public comment and council discussion. He noted any fundamental changes brought about through Council discussion he would then send back to the Planning Commission for further discussion.

>No public comments were received.

Public hearing closed at: 6:18

As a first reading this will come again before Council at the April 2024 meeting.

Public hearing opened at: 6:18

- b) **Floodplain Management Program Reading** - Community Development Director Ben Shumaker presented a staff memo and ordinance about proposed amendments to the City's Floodplain Management Regulations based on updated FEMA guidance for public comment and council discussion. Several recommendations from the Planning Commission regarding amendments to SMC 15.24 were included. Adoption of the regulations will allow affected property owners to obtain federal flood insurance. Just three structures are now identified to be at risk.

>No public comments were received.

Public hearing closed at: 6:23

Council discussed possible changes. No direction was given to make changes at this time.

As a first reading this will come again before Council at the April 2024 meeting.

The Public Hearing opened at 6:33

- c) **Utility Rates and System Development Charges** - City Administrator Leana Kinley presented a staff memo and draft ordinance for council review and discussion. There will be a Public Hearing at the March 25th, 2024 Special Council Meeting where additional information on changes requested will be available.

>Kara Owen, General Manager of Skamania Lodge spoke in support of paying current costs while continuing to have conversations on other structural changes affecting lodging concerns.

>Mary Repar commented the rate increases affect those on fixed incomes. She suggested commercial entities need to pay an equitable amount depending on usage and additional revenue streams need to be found.

The Public Hearing closed at 6:39

Council discussion took place on rate schedules, WWTP project costs and savings, completion dates and usage rates for businesses. Clarification on questions concerning across the board increases vs rate structure changes, service rate increases for high/very high users, base rates, income guidelines, voluntary shut-offs and re-connections was provided. Potential changes to the Capital Improvement Plan and the effects on the rate schedule were also considered, as were upcoming water projects.

Council also discussed the potential of creating a Transportation Benefit District with its own voter approved .3% sales tax. This would allow current General Fund resources the City is currently allocating to streets to instead be allocated to the Water/Sewer Fund.

MOTION to approve ordinance adopting a 10% increase for sewer rates for 2024 was made by Councilmember Johnson, seconded by Councilmember Cox.

Voting aye: Councilmembers Cox, McCaskell, Johnson.

Voting nay: Councilmembers Rice, Lauser

7. SITUATION UPDATES:

- a) **Sewer Ordinance Discussion** - Community Development Director Ben Shumaker presented a final draft of an updated ordinance to SMC 13.08 Sewer and Pre-treatment as discussed for council review and direction. If the draft is deemed suitable for public engagement, the next step will be to establish a timeline for future workshops and hearings and create informational materials for public distribution on the updated changes.

It was agreed to move this discussion to the April 18, 2024 Council meeting.

8. UNFINISHED BUSINESS:

- a) **Parks Plan Review** - Community Development Director Ben Shumaker presented the final draft of the Stevenson Parks Plan for council consideration.

MOTION to approve resolution 2024-427 adopting a parks, recreation and open space plan for the Stevenson community was made by Councilmember Cox, seconded by Councilmember McCaskell.

Voting aye: Councilmembers Lauser, Cox, McCaskell, Johnson.

Voting nay: Councilmember Rice

9. COUNCIL BUSINESS:

- a) **Approve Agreement with Grayling Engineers** - Public Works Director Carolyn Sourek presented the contract with Grayling Engineers for design engineering services related to the Cascade Avenue Utility project in the amount of \$168,233.

MOTION to approve the contract with Grayling Engineers for Cascade Avenue Utility Improvements project design engineering services in the amount not to exceed \$168,233 was made by Councilmember Cox, seconded by Councilmember Johnson.

Voting aye: Councilmembers Lauser, Cox, McCaskell, Johnson.

Abstaining: Councilmember Rice

- b) **Broadband Update** - Community Development Director Ben Shumaker provided an update on broadband. Undergrounding of utilities was noted as a question for the Council to decide on. Further steps include exploring options for service delivery.

- c) **Discuss Crosswalk Safety** - Councilmember Pat Rice brought up crosswalk safety at the last council meeting. Attached was an email related to the concerns for council discussion on what level of resources to allocate to this matter.

Council discussed potential methods to improve crosswalk safety, the need to coordinate with WSDOT for crosswalks along SR 14, and creating sub-committees to research these issues.

- d) **Discuss Creation of Council Agenda Committee** - Councilmember Rice has requested to help create the agenda for council meetings. In the council rules of procedure a committee may be established to create the agenda. The discussion will be over whether or not council would like to create a committee and who would be on the committee; or council may revise policies around the creation of the agenda for council approval. This can also include whether or not to add an opportunity for public comment at the end of the meeting as requested by Councilmember Dave Cox at the last meeting.

Council discussed options to allow additional public comment at the end of meetings, and the timing of when final documents are provided prior to meetings.

- e) **Discuss Office Space Needs for City Council** - Councilmember Rice requested office space within City Hall for meetings and work related to his position. While he has found another option outside of City Hall, there remains the question over what level of support does council need in order to effectively perform their role. Does the city need to provide laptops or network enabled tablet devices? More work is being done online making these types of devices almost a requirement of the position. Are there other needs that should be considered and what resources does the council want to put towards this effort?

It was determined to provide Councilmembers IT support when and if a request was made.

10. INFORMATION ITEMS:

- a) **Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month were presented for council review.
- b) **Stevenson Planning Commission** meeting minutes for the prior month were attached.

11. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) **Ben Shumaker, Community Development Director** provided the following updates:
- i) He thanked the Council for appointing Tony Lawson to fill the vacancy on the Planning Commission.
 - ii) The Planning Commission submitted the two recommendations to the Council (Zoning and Flood Plain Regulations); the parking plan will be finalized within a few months and then submitted.
 - iii) He is working on moving the sewer committee's work forward.

b) Carolyn Sourek, Public Works Director

- i) She described how the Public Works Department strives to operate on a lower budget by reducing expenses, recouping costs with appropriate fees and fines, and attaining grants for needed projects.

c) Leana Kinley, City Administrator

- i) Through Council consensus it was agreed the voting member for the .09 Committee will be Councilmember Rice, and for the CAT Committee it will be Councilmember Cox.
- ii) There are a number of public records requests. She is working with staff to put information on a portal available through the laser fiche contract. She noted information requested by a Councilmember can be distributed to other Councilmembers that have expressed interest. She will put the information up on the website.

12. VOUCHER APPROVAL:

- a) **February 2024 payroll and March 2024 AP checks have been audited and were presented for approval. February payroll check 17647 total \$128,128.41 included EFT payments. March 2024 AP checks 17646 and 17648 through 17718 total \$903,027.37 included EFT payments. The AP check register with fund transaction summary was attached for review.

MOTION to approve vouchers as presented was made by Councilmember McCaskell, seconded by Councilmember Lauser.

Voting aye: Councilmembers Johnson, Lauser, Cox, Rice, McCaskell.

13. MAYOR AND COUNCIL REPORTS:

- a) None.

14. ISSUES FOR THE NEXT MEETING:

- a) Attached was a list of items staff is working on for future meetings.
- b) A further discussion on code violations was requested by Councilmember Rice.

15. Additional public comments:

>John Mobley supported the idea of the .3% sales tax possibility.

>Mary Repar commented on computers for new councilmembers, the Area Agency on Aging and Disabilities Board of Southwest Washington and climate change.

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

- a) **RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

At 8:45 Council entered executive session for 10 minutes.

At 8:55 Council exited the executive session to extend it for another 10 minutes.

At 9:05 Council exited the executive session, staff will move forward as discussed.

17. ADJOURNMENT – Mayor Anderson adjourned the meeting at 9:05 p.m.

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON SPECIAL COUNCIL MEETING
March 25, 2024
6:00 PM, City Hall and Remote

1. CALL TO ORDER: Mayor to called the meeting to order at 6:00 pm.

PRESENT

Councilmembers Dave Cox, Kristy McCaskell, Michael D. Johnson, Pat Rice, and Lucy Lauser

Public Works Director Carolyn Sourek and City Administrator Leana Kinley

2. PUBLIC COMMENTS: Mary Repar is thankful the trees downtown.

3. PUBLIC HEARINGS:

a) **Utility Rates and System Development Charges** - City Administrator Leana Kinley presented a staff memo and presentation for council review and discussion.

Mayor Anderson opened the Public Hearing at 6:02pm. City Administrator Kinley reviewed the presentation in the packet.

Terri Sauer, Hotel Stevenson-Feels the proposed fees for the hospitality industry are disproportionate to their use. The sales tax option seems like a viable option.

Kara Owen, Skamania Lodge-Encouraged by the discussion. Hard to pass along the increase in their rates to the customer. The sales tax option is easier to pass along.

Mary Repar-Wants the rate decision to be equitable.

Mayor Anderson closed the Public Hearing at 6:19pm.

Council discussed the multiple options to be incorporated in the documentation for the next council meeting. Consensus of council was:

-No changes to the transient lodging billing structure.

-Move forward with the Sales Tax option for the General Election with a 50/50 split of the projected revenue between water and sewer.

4. ADJOURNMENT - Mayor Anderson adjourned the meeting at 7:10 pm.

Scott Anderson, Mayor

Date



Summer N. Scheyer
SHERIFF

OFFICE OF THE SKAMANIA COUNTY

SHERIFF

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Stevenson WA 98648
Phone (509)427-9490
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scso@co.skamania.wa.us

Tracy Wyckoff
Undersheriff

Rob Itzen
Chief of Corrections

Steve Minnis
Chief Civil Deputy

March 2024

City of Stevenson

Service Hours

Calls/Patrol

Calls 46

453.25 Hrs.

0 Court Hrs.

Milage

1,327

04/02/24
10:42

Skamania County Sheriff's Office
Incident Audit Report

5059
Page: 1

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-01289	Business Alarm	ABLA	21	Active
24-01346	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01348	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01350	Medical	CITA	21	INFORMATION
24-01351	Juvenile Prob	JUVP	21	Investigation Complete
24-01353	Information	INFO	21	INFORMATION
24-01354	Medical	CITA	21	INFORMATION
24-01356	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01357	Fraud	FRAU	21	Investigation Complete
24-01360	Suspicious	INFO	21	INFORMATION
24-01361	Vio Court Order	VNCO	21	Cleared Adult Arrest
24-01363	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01368	Traffic Stop	TOFF	21	Investigation Complete
24-01384	Agency Assist	ASST	21	UNABLE TO LOCATE
24-01386	Trespassing	TRES	21	Investigation Complete
24-01416	Suspicious	SUSP	21	Investigation Complete
24-01428	PI Collision	TAPD	21	Cleared Adlt Exception
24-01451	Traffic Stop	TOFF	21	Investigation Complete
24-01479	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01515	DUI	DUI	21	UNABLE TO LOCATE
24-01522	Traffic Stop	TOFF	21	Cleared Adlt Exception
24-01575	Utility Problem	UTPB	21	Transferred to Other A
24-01582	Citizen Assist	CITA	21	Settled By Contact
24-01636	Suspicious	SUSP	21	Active
24-01671	Juvenile Prob	JUVP	21	Investigation Complete
24-01677	Vagrancy	INFO	21	INFORMATION
24-01683	Welfare Check	WELF	21	Settled By Contact
24-01693	Suspicious	SUSP	21	UNABLE TO LOCATE
24-01700	Traffic Stop	TOFF	21	Cleared Adlt Exception
24-01711	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01713	Wanted Person	ATL	21	Active
24-01722	Smoke, other	FIRE	21	INFORMATION
24-01752	Threatening	THRE	21	Settled By Contact
24-01776	Traffic Stop	TOFF	21	Investigation Complete
24-01781	Traffic Stop	TOFF	21	Cleared Adult Arrest
24-01787	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01789	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-01797	Abandon Vehicle	ABVR	21	Investigation Complete
24-01799	Theft Prop Oth	TPSH	21	Cleared Adult Arrest
24-01805	Traffic Stop	TOFF	21	Inactive
24-01809	Traffic Stop	TOFF	21	Cleared Adlt Exception
24-01810	Intro Contrabnd	AMAS	21	Active
24-01847	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
24-01848	Wanted Person	FTA	21	Cleared Adult Arrest
24-01853	Fraud	FRAU	21	Investigation Complete
24-01857	Intoxication	INTP	21	Cleared Adlt Exception

Total Incidents: 46

Report includes:

All dates reported between `00:00:00 02/29/24` and `00:00:00 04/01/24`
All agencies matching `SCSO`
All nature of incidents
All offenses observed
All offenses reported

04/02/24
10:42

Skamania County Sheriff's Office
Incident Audit Report

5059
Page: 2

All offense codes
All dispositions
All responsible officers
All locations matching `21`

*** End of Report /tmp/rpt1czFNF-rplwiar.r1_1 ***

Course Detail By Employee

Employee ID **00008**
 Employee **Beacock, Nicholas**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Annual Crisis Intervent			Completed	2.0	Jan 2, 2024	Jan 2, 2024	C.I.T. Annual Refre		Jan 2, 2024	Jan 1, 2025		On-Line
Arrest, Search and Sei		LEGL109	Completed	2.0	Feb 14, 2024	Feb 14, 2024						Police One
Field Training Officer			Completed	40.0	Jan 15, 2024	Jan 19, 2024	Field Training Office		Jan 19, 2024		0681-61	Various
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						Ryan Taylor/Ada
Stops Sticks/Legal Up			Completed	4.0	Feb 7, 2024	Feb 7, 2024						
				Total Hours: 52.0								

Employee ID **000018**
 Employee **Coltrane, Trevor**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Annual Crisis Intervent			Completed	2.0	Feb 4, 2024	Feb 4, 2024	C.I.T. Annual Refre		Feb 4, 2024	Feb 3, 2025		Various
Field Training Officer			Completed	40.0	Jan 15, 2024	Jan 19, 2024	Field Training Office		Jan 19, 2024		0681-61	Ryan Taylor/Ada
Stops Sticks/Legal Up			Completed	4.0	Feb 7, 2024	Feb 7, 2024						Various
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						
				Total Hours: 50.0								

Employee ID **00004**
 Employee **Evans, Joshua Ross**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						Adam Kick
Stops Sticks/Legal Up			Completed	4.0	Feb 16, 2024	Feb 16, 2024						Lyle, Christian
Tazer 7 Refresher			Completed	4.0	Jan 29, 2024	Jan 29, 2024						

Course Detail By Employee

Jan 1, 2024 - Mar 28, 2024

Branch: Sheriff's Office Filter: All Unit: All All Employees

Employee ID **00004**
Employee **Evans, Joshua Ross**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Total Hours: 12.0												

Employee ID **000020**
Employee **Helton, Christopher R.**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
ACCESS I Recertificat			Completed	2.0	Feb 11, 2024	Feb 11, 2024	ACCESS		Feb 11, 2024	Feb 10, 2026		On-Line
Tazer 7 Refresher			Completed	4.0	Jan 29, 2024	Jan 29, 2024						Lyle, Christian
Total Hours: 6.0												

Employee ID **000011**
Employee **Helton, William Michael**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 23, 2024	Mar 23, 2024						Adam Kick
Stops Sticks/Legal Up			Completed	4.0	Feb 16, 2024	Feb 16, 2024						
Total Hours: 8.0												

Employee ID **000019**
Employee **Kioroglo, Boris Vasilyevich**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						Various

Course Detail By Employee

Jan 1, 2024 - Mar 28, 2024

Branch: Sheriff's Office Filter: All Unit: All All Employees

Employee ID **000019**
 Employee **Kioroglo, Boris Vasilyevich**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Total Hours: 8.0												

Employee ID **000022**
 Employee **Lyle, Christian Steele**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						
Stops Sticks/Legal Up			Completed	4.0	Feb 7, 2024	Feb 7, 2024						Ryan Taylor/Ada
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						Various
Total Hours: 12.0												

Employee ID **00001**
 Employee **Scheyer, Summer Nicole**

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Annual Crisis Intervent			Completed	2.0	Jan 8, 2024	Jan 8, 2024	C.I.T. Annual Refre		Jan 8, 2024	Jan 7, 2025		On-Line
Firearms Qualification			Completed	4.0	Mar 23, 2024	Mar 23, 2024						FBI ACADEMY
National Sheriff's Insiti			Completed	40.0	Mar 11, 2024	Mar 15, 2024						Ryan Taylor/Ada
Stops Sticks/Legal Up			Completed	4.0	Feb 7, 2024	Feb 7, 2024						Various
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						Various
Understanding the Div			Completed	1.3	Jan 8, 2024	Jan 8, 2024						On-Line
Total Hours: 55.3												

Employee ID 00009
Employee Schultz, Jeremy M.

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						Adam Kick
Stops Sticks/Legal Up			Completed	4.0	Feb 16, 2024	Feb 16, 2024						Lyle, Christian
Tazer 7 Refresher			Completed	4.0	Jan 29, 2024	Jan 29, 2024						
Total Hours: 12.0												

Employee ID 00005
Employee Taylor, Ryan

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Annual Crisis Intervent			Completed	2.0	Jan 2, 2024	Jan 2, 2024	C.I.T. Annual Refre		Jan 2, 2024	Jan 1, 2025		On-Line
Arrest, Search and Sei		LEGL109	Completed	2.0	Feb 14, 2024	Feb 14, 2024						Police One
Firearms Qualification			Completed	4.0	Mar 14, 2024	Mar 14, 2024						Ryan Taylor/Ada
Stops Sticks/Legal Up			Completed	4.0	Feb 7, 2024	Feb 7, 2024						Various
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						
Total Hours: 16.0												

Employee ID 000016
Employee Van Pelt, Brandon T.

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 23, 2024	Mar 23, 2024						Adam Kick
Stops Sticks/Legal Up			Completed	4.0	Feb 16, 2024	Feb 16, 2024						Lyle, Christian
Tazer 7 Refresher			Completed	4.0	Jan 29, 2024	Jan 29, 2024						
Total Hours: 12.0												

Course Detail By Employee

Branch: Sheriff's Office Filter: All Unit: All All Employees

Employee ID 000015
Employee Vejar, Jennifer Lynn

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Firearms Qualification			Completed	4.0	Mar 23, 2024	Mar 23, 2024						Adam Kick
Stops Sticks/Legal Up			Completed	4.0	Feb 16, 2024	Feb 16, 2024						Lyle, Christian
Tazer 7 Refresher			Completed	4.0	Jan 29, 2024	Jan 29, 2024						
Total Hours: 12.0												

Employee ID 0
Employee Virgen, Pedro

Training Course	Name	Course No.	Status	Grade Hours	Start	End	Certificate	Number	Effective	Expires	Offering ID	Instructor
Tazer 7 Refresher			Completed	4.0	Jan 10, 2024	Jan 10, 2024						Various
Total Hours: 4.0												

**CITY OF STEVENSON
RESOLUTION 2024-428**

**ADOPTING FINDINGS OF FACTS SUPPORTING WASTEWATER MORATORIUM
RENEWAL ORDINANCE**

WHEREAS, the City Council for Stevenson, Washington approved Wastewater Moratorium Extension Ordinance No. 2023-1194 on April 20, 2023; and

WHEREAS, the City has not resolved the issues requiring the moratorium and has determined that a one-year extension is needed; and

WHEREAS, RCW 35.63.200 requires a City to conduct a public hearing and adopt Findings of Fact supporting the moratorium prior to renewal; and

WHEREAS, a public hearing was conducted on April 18, 2024, at a regular public meeting and the public and staff gave testimony concerning the wastewater 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. 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 (a copy of the notice is attached as Exhibit A);
2. On July 6, 2017, the City received an Administrative Order (attached as Exhibit B) from the Department of Ecology outlining actions for the City to take which include limiting new industrial connections;
3. On November 16, 2017, the City approved a wastewater moratorium which expired on May 15, 2018;
4. On May 17, 2018, the City approved a new wastewater moratorium which expired on November 17, 2018;
5. On November 15, 2018, the City approved a new wastewater moratorium which expired on November 15, 2019;
6. On November 14, 2019, the City approved an extension to the wastewater moratorium, which expired on November 14, 2020;
7. On November 14, 2019, the City adopted a work plan to address the wastewater deficiencies;
8. On October 15, 2020, the City approved an extension to the wastewater moratorium, which expired on October 15, 2021;
9. On September 16, 2021, the city approved an extension to the wastewater moratorium, which expired on September 16, 2022;

10. On September 15, 2022, the city approved an extension to the wastewater moratorium which expired on September 15, 2023;
11. On April 20, 2023, the city approved an extension to the wastewater moratorium which will expire on April 20, 2024;
12. On January 5, 2023, Department of Ecology dissolved the Administrative Order (Exhibit C).
13. The City’s treatment plant does not have adequate capacity to treat the wastewater for its existing connections due to excessive BOD5 and TSS loading;
14. Accepting additional non-domestic, significant industrial user connections would further stress the City’s wastewater treatment plant BOD5 and TSS loading and further impair the City’s ability to meet current customer’s wastewater needs;
15. The City has worked with the Department of Ecology to enact ordinances to reduce loading and is working with current users on a path forward to reduce BOD5 loading at the plant;
16. The City has received funding through the Department of Ecology to construct facilities to increase the City’s wastewater treatment capacity by improving the current wastewater treatment plant;
17. Construction of the facility improvements began on May 13, 2022 and were originally contracted to reach substantial completion on July 30, 2023;
18. Due to supply chain issues, substantial completion has been pushed out to August 28, 2024. Until this time, the City must continue its moratorium to minimize additional violations;
19. There is a significant demand for new wastewater connections to allow property development within the City and its wastewater service area;
20. The City may accept non-significant industrial user wastewater connections as long as they meet the requirements of non-significant industrial user, create effluent that is no stronger than 2,000 mg/L BOD5 or install pretreatment facilities to limit effluent strength to domestic levels since commercial development and job creation is in the public’s best interests;
21. The Wastewater Moratorium Ordinance will provide the City time to complete construction of the wastewater treatment plant improvements;
22. Without a Moratorium, the City may be subject to moratorium imposed by the Washington State Department of Ecology that may be broader in scope, perhaps even including residential connections.

Passed by a vote of _____ at the regular city council meeting of April 18, 2024.

 Scott Anderson
 Mayor of Stevenson

 Leana Kinley
 Clerk Treasurer

APPROVED AS TO FORM:

 Robert C. Muth
 City Attorney



Exhibit A

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

April 7, 2017

The Honorable Frank Cox
Mayor of Stevenson
P.O. Box 371
Stevenson, WA 98648

Notice of Violation (NOV) Docket #	14032
Name	City of Stevenson Wastewater Treatment Plant
Location	686 Southwest Rock Creek Drive Stevenson, WA

Re: Notice of Violation

Dear Mayor Cox:

The Department of Ecology is issuing the enclosed Notice of Violation to you for violations of the city of Stevenson (City) National Pollutant Discharge Elimination System (NPDES) Permit:

1. Between January 2012 and December 2016, the City exceeded its design criteria for five (5)-Day Biochemical Oxygen Demand (BOD₅) or Total Suspended Solids (TSS) on twenty-one (21) occasions (violation of NPDES Permit Section S4.A).
2. Between September 2015 and September 2016, the City exceed effluent limits for TSS or Fecal Coliform on five (5) occasions (violation of NPDES Permit Section S1).
3. The City has not submitted a plan for Maintaining Adequate Capacity (violation of NPDES Permit Section S4.B).

This Notice of Violation is issued under the authority of Revised Code of Washington (RCW) 90.48.120(1).

All questions in response to this document should be directed to Patricia Bailey, Senior Compliance Specialist, at 360-407-6271 or patricia.bailey@ecy.wa.gov.

Sincerely,

Richard Doenges
Southwest Regional Manager
Water Quality Program

Enclosures: Notice of Violation Docket #14032

By Registered Mail: RE 884 766 776 US

cc: Eric Hanson, City of Stevenson
Public Works Department, City of Stevenson



Exhibit A

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

IN THE MATTER OF COMPLIANCE)
BY THE CITY OF STEVENSON, WA) NOTICE OF VIOLATION
WITH CHAPTER 90.48 RCW AND THE) DOCKET #14032
RULES AND REGULATIONS OF)
THE DEPARTMENT OF ECOLOGY)

To: The Honorable Frank Cox
Mayor of Stevenson
P.O. Box 371
Stevenson, WA 98648

Notice of Violation (NOV) Docket #	14032
Name	City of Stevenson Wastewater Treatment Plant
Location	686 Southwest Rock Creek Drive Stevenson, WA

The Department of Ecology (Ecology) is issuing this Notice of Violation (NOV) to you for violating provisions of Chapter 90.48 Revised Code of Washington (RCW) Water Pollution Control. This notice contains Ecology's determination that a violation has or will occur.

Ecology has the authority to issue this Notice of Violation under RCW 90.48.120(1) which reads in part:

"Whenever, in the opinion of Ecology, any person shall violate or create a substantial potential to violate the provisions of the chapter, or fails to control the polluting content of waste discharged, or to be discharged into any waters of the state the department shall notify such person of its determination by registered mail..."

PROJECT/SITE LOCATION

City of Stevenson Wastewater Treatment
686 Southwest Rock Creek Drive
Stevenson, WA

DETERMINATION OF VIOLATIONS

Notice is hereby given in accordance with RCW 90.48.120(1), as follows:

The city of Stevenson (City) owns a wastewater treatment plant that discharges treated

wastewater to the Columbia River under National Pollutant Discharge Elimination System (NPDES) Permit No WA002062 issued by Ecology. Since January 2012, influent wastewater at the Wastewater Treatment Plant (Plant) has, at times, exceeded the Plant's design capacity. The problem became acute in 2015, when influent wastewater exceeded the Plant's design capacity every month over a five (5)-month period (July through November). The City again exceeded its design capacity in 2016, over a six (6)-month period between June and November. Permit effluent violations occurred several times during this period and are likely the result of facility overloading. The City has not submitted a plan for Maintaining Adequate Capacity but reports that it is in the process of preparing one. The source of high loadings to the treatment plant are several commercial establishments according to recent City sampling.

This determination does not constitute an Order or directive under RCW 43.21B.310.

FILE A REPORT WITH ECOLOGY

Pursuant to RCW 90.48.120(1), within thirty (30) days from receipt of this Notice of Violation, the city of Stevenson must file a full report with Ecology stating:

1. What steps HAVE BEEN taken to control such waste or pollution to otherwise comply with this determination of Ecology.
2. What steps ARE BEING taken to control such waste or pollution to otherwise comply with this determination of Ecology.

Send the report to:

Patricia Bailey
Department of Ecology
Southwest Regional Office
Water Quality Program
P.O. Box 47775
Olympia, Washington 98504-7775

ECOLOGY'S RESPONSE

Upon receipt of the report, Ecology will review the information provided and issue an Order or directive as it deems appropriate under the circumstances, and shall notify the city of Stevenson.

CONTACT INFORMATION

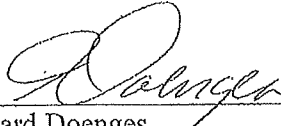
Please direct all questions about this Notice of Violation to:

Patricia Bailey
Mail: Address Above
Phone: 360-407-6271
E-mail: patricia.bailey@ecy.wa.gov

MORE INFORMATION

- **Chapter 90.48 RCW – Water Pollution Control**
<http://app.leg.wa.gov/RCW/default.aspx?cite=90.48>

SIGNATURE



Richard Doenges
Southwest Regional Manager
Water Quality Program

4/4/17
Date

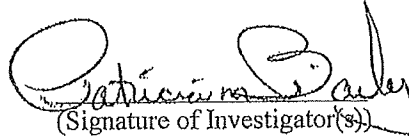
RECOMMENDATION FOR ENFORCEMENT ACTION
WATER QUALITY PROGRAM

Southwest Regional Office

Docket No. 14032

Date: February 20, 2017

From: Patricia Bailey
Senior Compliance Specialist



(Signature of Investigator(s))

RECOMMEND ENFORCEMENT ACTION TO BE TAKEN:

I. Against: The Honorable Frank Cox
Mayor of Stevenson

II. Location:

Mailing Address / Phone

P.O. Box 371
Stevenson, WA 98648
Phone: 509-427-5970

Location of Violation

City of Stevenson Wastewater Treatment Plant
686 Southwest Rock Creek Drive
Stevenson, WA

III. Type of Action

A. Penalty, Revised Code of Washington (RCW) 90.48.144

B. Notice of Violation, RCW 90.48.120 (1)

C. Follow-up Order, RCW 90.48.120(1)

D. Immediate Action Order, RCW 90.48.120(2)

E. Amendment of Action

F. Other (specify authority)

IV. Nature of Violation

1) Unlawful Discharge of Polluting Matter into Waters of the State, RCW 90.48.080.

2) Violation of the Terms of a Waste Discharge Permit Issued under RCW 90.48.160, 90.48.180 or 90.48.260 through 90.48.262.

3) Discharging Pollutants Without a Permit Authorized under RCW 90.48.160, 90.48.180, or 90.48.260 through 90.48.262.

4) Violation of the Terms of a Regulatory Order or other provisions of RCW 90.48.

- 5) Agricultural Discharges, RCW 90.48.450. Has consideration been given to the effect of the action on conversion of agricultural to nonagricultural uses?
- 6) Other

V. Name of Watercourse Involved: Columbia River above Bonneville Dam

VI. Narrative of Incident and Violations:

The city of Stevenson (City) owns a wastewater treatment plant that discharges treated wastewater to the Columbia River under National Pollutant Discharge Elimination System (NPDES) Permit No WA002062 issued by the Department of Ecology (Ecology). Since January 2012, influent wastewater at the Wastewater Treatment Plant (Plant) has at times exceeded the Plant's design capacity. The problem became acute in 2015, when influent wastewater exceeded the Plant's design capacity every month over a five (5)-month period (July through November). The City again exceeded its design capacity in 2016, over a six (6)-month period between June and November. Permit effluent violations occurred several times during this period and are likely the result of facility overloading. The City has not submitted a plan for maintaining adequate capacity but reports that it is in the process of preparing one. The sources of high loadings to the treatment plant are several commercial establishments according to recent City sampling.

Under Section S1 of the City's NPDES permit, the City is authorized to discharge treated wastewater subject to the following limitations:

<i>Parameter</i>	<i>Monthly Average</i>	<i>Weekly Average</i>
<i>BOD-5</i>	<i>30 mg/l, 92 lbs/day 85% Removal</i>	<i>45 mg/l, 138 lbs/day</i>
<i>TSS</i>	<i>30 mg/l, 92 lbs/day 85% Removal</i>	<i>45 mg/l, 138 lbs/day</i>
<i>Fecal Coliform Bacteria (geometric mean values)</i>	<i>200/100 ml</i>	<i>400/100 ml</i>
<i>pH</i>	<i>Shall not be outside the range 6.0 to 9.0</i>	

Section S4 of the permit addresses facility overloading. Section S4.A (Design Criteria) states:

Flows or waste loadings of the following design criteria for the permitted treatment facility shall not be exceeded.

- *Average flow for the maximum month: 0.45 MGD*
- *Influent BOD5 loading for maximum month: 612 lbs/day*
- *Influent TSS loading for maximum month: 612 lbs/day*

Section S4.B. (Plans for Maintaining Adequate Capacity) states in part:

When the actual flow or wasteload reaches eighty-five (85) percent of the design capacity (paragraph A above) for three (3) consecutive months, ninety-five (95) percent capacity for any single month, or when the projected increases would reach design capacity within five years, whichever occurs first, the Permittee shall submit to Ecology, a plan and a schedule for continuing to maintain capacity at the facility sufficient to achieve the effluent limitations and other conditions of this permit.

Violations

1. Between January 2012 and December 2016, the City exceeded its design criteria for 5-Day Biochemical Oxygen Demand (BOD₅) or Total Suspended Solids (TSS) on twenty-one (21) occasions (Table 1) (violation of NPDES Permit Section S4.A).
2. Between September 2015 and September 2016, the City exceed effluent limits for TSS or Fecal Coliform on five (5) occasions (Table 1) (violation of NPDES Permit Section S1).
3. The City has not submitted a plan for maintaining adequate capacity (violation of NPDES Permit Section S4.B).

VII. Technical Assistance Efforts to Resolve Violation:

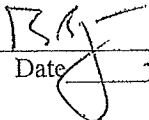
Ecology staff have had numerous communications with City staff over the past five (5) years regarding issues at the treatment plants.

VIII. Evidence Obtained:


- Samples, Lab. Report No.
- Pictures
- Video Tape
- Witness Statements
- Documents (Discharge Monitoring Reports)
- Maps
- Other: _____

ENDORSEMENTS

The following actions are recommended to resolve this matter:

Gregory Zentner, P.E. 
Unit Supervisor Date 3/20/2017

Concurrence with recommended action:

Richard Doenges 
Southwest Regional Manager Date 4/4/17

Gravity Criteria Definitions

1. Did the violation result in a public health risk?
 - Answer “no” if there is no evidence to support a claim of public health risk.
 - Answer “possibly” if a public health risk can be inferred from evidence and knowledge of the effects of the violation.
 - Answer “probably” if evidence supports a claim of public health risk and there is a plausible connection between this violation and the health or effect.
 - Answer “definitely” if there is direct evidence linking public health risk or adverse effects with the violation.

2. Did the violation result in environmental damage?
 - Answer “no” if there is no evidence to support a claim of environmental damage or impairment of beneficial uses.
 - Answer “possibly” if environmental damage or impairment of beneficial uses can be inferred from evidence or knowledge of the effects of the violation.
 - Answer “probably” if there is evidence to support a claim of environmental damage or impairment of beneficial uses and there is a plausible connection between the violation and the damage/impairment.
 - Answer “definitely” if there is direct evidence linking demonstrable environmental damage or impairment of the beneficial uses with the violation.

3. Was it a willful or knowing violation?
 - Answer “no” if the violator obviously did not know that the action or inaction constituted a violation.
 - Answer “possibly” if it is likely the violator knew.
 - Answer “probably” if the violator should have known.
 - Answer “definitely” if the violator clearly knew. If the answer is “definitely,” consider consulting with the environmental crimes unit.

4. Was the responsible person unresponsive in correcting the violation?
 - Answer “no” if the violation was corrected as soon as the responsible person learned of it.
 - Answer “possibly” if the violation was corrected in a less timely and cooperative fashion.
 - Answer “probably” if the responsible person attempted to correct the problem but did not correct it.
 - Answer “definitely” if the responsible person made no attempt to correct the violation.

5. Was the violation a result of improper operation or inadequate maintenance? (i.e., BMPs, pollution prevention plans, operation and maintenance (O&M) plans)
 - Answer “no” if the violation was not the result of improper operation or inadequate maintenance.
 - Answer “possibly” if the facility has an O&M plan, PPP, SWPPP, or BMP manual that is out of date or inadequate.
 - Answer “probably” if there is no O&M plan, PPP, SWPPP, or BMPs developed for the facility.
 - Answer “definitely” if the facility has no plans or is not following its plan AND the violation was clearly the result of improper operation or maintenance.

6. Did the facility fail to obtain all of the necessary permits, certifications, and approvals to operate at the time of the violation?
 - Answer “no” if the paperwork was complete and appropriate for the job or task that caused the violation.

Recommendation for Enforcement
For Notice of Violation #14032
Page 6

- Answer “definitely” if the facility did not have all the required permits and approvals for the job or task that caused the violation.
7. Did anyone benefit economically from non-compliance?
- Answer “no” if it is clear that no one obtained an economic benefit.
 - Answer “possibly” if someone might have benefited.
 - Answer “probably” if anyone benefited, but the benefit is not quantifiable.
 - Answer “definitely” if the economic benefit is quantifiable.

Revised April 2005

Table 1
 City of Stevenson Permit Sections S1 and S4 Violations
 January 2012- December2016

<u>Month</u>	<u>Location</u>	<u>Parameter</u>	<u>Units</u>	<u>Duration</u>	<u>Value</u>	<u>Limit</u>	<u>Violation</u>
11/1/2016	Influent	BOD-5	Lbs/Day	AVM	641	612	Design Criteria
10/1/2016	Influent	BOD-5	Lbs/Day	AVM	793	612	Design Criteria
9/1/2016	Influent	BOD-5	Lbs/Day	AVM	834	612	Design Criteria
9/1/2016	Influent	TSS	Lbs/Day	AVM	866	612	Design Criteria
9/1/2016	Effluent	TSS	mg/L	AVM	33	30	Effluent Limit
9/1/2016	Effluent	TSS	mg/L	AVW	54	45	Effluent Limit
8/1/2016	Influent	BOD-5	Lbs/Day	AVM	1218	612	Design Criteria
8/1/2016	Influent	TSS	Lbs/Day	AVM	816	612	Design Criteria
7/1/2016	Influent	BOD-5	Lbs/Day	AVM	1037	612	Design Criteria
7/1/2016	Influent	TSS	Lbs/Day	AVM	720	612	Design Criteria
6/1/2016	Influent	BOD-5	Lbs/Day	AVM	676	612	Design Criteria
4/1/2016	Influent	BOD-5	Lbs/Day	AVM	639	612	Design Criteria
4/1/2016	Effluent	TSS	Lbs/Day	AVW	198	138	Effluent Limit
4/1/2016	Effluent	TSS	mg/L	AVM	57	30	Effluent Limit
4/1/2016	Effluent	TSS	mg/L	AVW	163	45	Effluent Limit
11/1/2015	Influent	BOD-5	Lbs/Day	AVM	619	612	Design Criteria
11/1/2015	Influent	TSS	Lbs/Day	AVM	637	612	Design Criteria
10/1/2015	Influent	BOD-5	Lbs/Day	AVM	877	612	Design Criteria
9/1/2015	Influent	BOD-5	Lbs/Day	AVM	938	612	Design Criteria
9/1/2015	Influent	TSS	Lbs/Day	AVM	848	612	Design Criteria
9/1/2015	Effluent	Fecal Coliform	#/100ml	AVW	1000	400	Effluent Limit
8/1/2015	Influent	BOD-5	Lbs/Day	AVM	904	612	Design Criteria
7/1/2015	Influent	BOD-5	Lbs/Day	AVM	1027	612	Design Criteria
12/1/2014	Influent	TSS	Lbs/Day	AVM	637	612	Design Criteria
2/1/2014	Influent	TSS	Lbs/Day	AVM	706	612	Design Criteria
3/1/2012	Influent	BOD-5	Lbs/Day	AVM	683	612	Design Criteria
1/1/2012	Influent	BOD-5	Lbs/Day	AVM	901	612	Design Criteria

Notes

BOD-5 Biochemical Oxygen Demand (5-day)
 AVM Average Monthly

TSS Total Suspended Solids
 AVW Average Weekly

Exhibit B

RECEIVED
JUL 06 2017
BY: _____

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

IN THE MATTER OF AN)	
ADMINISTRATIVE ORDER	)	ADMINISTRATIVE ORDER
AGAINST	)	DOCKET #14221
City of Stevenson)	
The Honorable Frank Cox)	

To: The Honorable Frank Cox
Mayor of Stevenson
P.O. Box 371
Stevenson, WA 98648

Order Docket #	14221
Site Location	City of Stevenson Wastewater Treatment Plant 686 Southwest Rock Creek Drive Stevenson, WA 98648

The Department of Ecology (Ecology) has issued this Administrative Order (Order) requiring the city of Stevenson to comply with:

- Chapter 90.48 Revised Code of Washington (RCW) – Water Pollution Control
- National Pollutant Discharge Elimination System (NPDES) Permit Number WA002062

Ecology has the authority to issue this Order under RCW 90.48.120(1).

FACTS

The city of Stevenson (City) owns a wastewater treatment plant that discharges treated wastewater to the Columbia River under NPDES Permit No. WA002062 issued by Ecology. Since January 2012, influent wastewater at the wastewater treatment plant has at times exceeded the Plant’s design capacity. In 2015, influent wastewater exceeded the Plant’s design capacity every month over a five (5)-month period (July through November). The City again exceeded its design capacity in 2016, over a six (6)-month period (June through November). Permit effluent violations occurred several times during this period and are likely the result of facility overloading.

On April 2, 2017, Ecology issued the city of Stevenson a Notice of Violation #14032 (NOV) for the following permit violations:

1. Between January 2012 and December 2016, the City exceeded its design criteria for five (5)-Day Biochemical Oxygen Demand (BOD5) or Total Suspended Solids (TSS) on twenty-one (21) occasions.
2. Between September 2015 and September 2016, the City exceeded effluent limits for TSS or Fecal Coliform on five (5) occasions.
3. The City has not submitted a Plan for Maintaining Adequate Capacity, a requirement given exceedances of the design capacity.

On April 25, 2017, the City responded to the NOV, submitting a one (1) page schedule of actions the City will take to achieve compliance with its NPDES permit, including:

- Limit New Industrial Connections
- Promote Source Control
- Explore Funding Opportunities
- Require Industrial Pretreatment
- Modify Wastewater Treatment Plant Operations
- Update Wastewater Rates
- Complete General Sewer Plan Update
- Design Wastewater Treatment Plant Improvements
- Construct Wastewater Treatment Plant Improvements

ORDER TO COMPLY

For these reasons, and in accordance with RCW 90.48.120(1), it is ordered that the city of Stevenson take the following actions.

Immediately upon receipt of this Order, the city of Stevenson must:

1. Implement the actions described in the City's April 25, 2017, response to Notice of Violation #14032.
2. Develop a Plan for Maintaining Wastewater Treatment Capacity.
 - a. By July 31, 2017, the City must submit to Ecology a Draft Plan for Maintaining Capacity at its wastewater treatment plant, per NPDES Permit Section S4.b. If the City submits a Draft General Sewer Plan to meet this requirement, the Plan

must be prepared under the direction of a qualified engineer licensed in the state of Washington; and the Plan must contain the elements outlined in Washington Administrative Code (WAC) 173-240-050 and -060, unless Ecology approves a more limited submittal.

- b. By November 31, 2017, or within 60 days of receiving the Ecology's comments on the Draft Plan, whichever date is later, the City must submit to Ecology, a Final Plan for Maintaining Capacity at its wastewater treatment plant.
 - c. Within ninety (90) days of Ecology's approval of the City's Plan, the City must adopt it by resolution or ordinance as appropriate.
3. Update the City's Municipal Code as needed to implement Source Control.
- a. By December 31, 2017, the City must submit to Ecology any proposed changes to its Municipal Code needed to implement the City's Plan for Maintaining Capacity or to Implement NPDES Permit Section S8.
 - b. By April 30, 2018, the City must adopt updates to the City's Municipal Code needed to implement the City's Plan for Maintaining Capacity or to implement NPDES Permit Section S8.
 - c. By June 30, 2018, the City must submit to Ecology an updated Industrial User Survey per NPDES Permit Section S8.2.
4. Continue to operate the plant based upon the existing Operations and Maintenance Manual, unless Ecology approves changes to that Manual. The City will submit any proposed changes to Operation and Maintenance practices to Ecology for review and approval as an Operations and Maintenance Plan Amendment, as required by the City's NPDES permit, sixty (60) days prior to proposed implementation.
5. Monitor final wastewater effluent for Ammonia weekly [twenty-four (24)-Hour Composite Sample] and submit sampling results to Ecology with the City's monthly Discharge Monitoring Report (DMR).
6. Submit to Ecology quarterly progress reports regarding the implementation of this Order on the following schedule:

<u>Implementation Period</u>	<u>Report Due</u>
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th

The first progress report is due on July 15, 2017, for the period of April 1, to June 30, 2017.

ELIGIBILITY FOR PAPERWORK VIOLATION WAIVER AND OPPORTUNITY TO CORRECT

Under RCW 34.05.110, small businesses are eligible for a waiver of a first-time paperwork violation and an opportunity to correct other violations. We have made no determination as to whether you meet the definition of a “small business” under this section. However, we have determined that the requirements of RCW 34.05.110 do not apply to the violation(s) due to a conflict with federal law or program requirements, including federal requirements that are a prescribed condition to the allocation of federal funds to the state.

FAILURE TO COMPLY WITH THIS ORDER

Failure to comply with this Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the terms of this Order.

YOUR RIGHT TO APPEAL

You have a right to appeal this Order to the Pollution Control Hearing Board (PCHB) within thirty (30) days of the date of receipt of this Order. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. “Date of receipt” is defined in RCW 43.21B.001(2).

To appeal you must do both of the following within thirty (30) days of the date of receipt of this Order:

- File your appeal and a copy of this Order with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Order on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in Chapter 43.21B RCW and Chapter 371-08 WAC.

Your appeal alone will not stay the effectiveness of this Order. Stay requests must be submitted in accordance with RCW 43.21B.320.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
<p>Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive Southeast Lacey, Washington 98503</p> <p>Pollution Control Hearings Board 1111 Israel Road Southwest, Suite 301 Tumwater, Washington 98501</p>	<p>Department of Ecology Attn: Appeals Processing Desk P.O. Box 47608 Olympia, Washington 98504-7608</p> <p>Pollution Control Hearings Board P.O. Box 40903 Olympia, Washington 98504-0903</p>

CONTACT INFORMATION

Please direct all questions about this Order to:

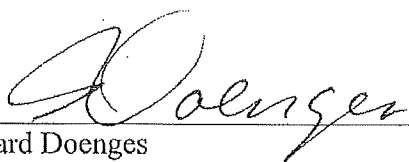
Patricia Bailey
Department of Ecology
Southwest Regional Office
Water Quality Program
P.O. Box 47775
Olympia, WA 98504-7775

Phone: 360-407-6281
Email: patricia.bailey@ecy.wa.gov

MORE INFORMATION

- **Pollution Control Hearings Board Website**
www.eho.wa.gov/Boards_PCHB.aspx
- **Chapter 43.21B RCW - Environmental and Land Use Hearings Office – Pollution Control Hearings Board**
<http://app.leg.wa.gov/RCW/default.aspx?cite=43.21B>
- **Chapter 371-08 WAC – Practice And Procedure**
<http://app.leg.wa.gov/WAC/default.aspx?cite=371-08>
- **Chapter 34.05 RCW – Administrative Procedure Act**
<http://app.leg.wa.gov/RCW/default.aspx?cite=34.05>
- **Laws:** www.ecy.wa.gov/laws-rules/ecyrcw.html
- **Rules:** www.ecy.wa.gov/laws-rules/ecywac.html

SIGNATURE



Richard Doenges
Southwest Regional Manager
Water Quality Program

6/30/17

Date



Exhibit C

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

January 5, 2023

The Honorable Scott Anderson
Mayor of Stevenson
PO Box 371
Stevenson, WA 98648-0371

Re: Notice of Compliance

Administrative Order Docket #	14221
Site Location	686 SW Rock Creek Drive, Stevenson, WA 98648

Dear Mayor Anderson:

Enclosed is Notice of Compliance with Administrative Order Docket #14221.

If you have questions, please contact Ginger Reddig at Ginger.Reddig@ecy.wa.gov or (360) 789-5425.

Sincerely,

Andrew Kolosseus
Southwest Region Section Manager
Water Quality Program

Enclosure: Notice of Compliance for Administrative Order Docket #14221

By Certified Mail: 9489 0090 0027 6102 3093 99

cc: Eleanor Ott, Ecology
Carolyn Sourek, City of Stevenson Public Works Director
Jane Vail, City of Stevenson, P.E.
Permit File, Stevenson STP

State of Washington
Department of Ecology

In the Matter of an Administrative Order Against
City of Stevenson
The Honorable Scott Anderson
Notice of Compliance With
Administrative Order Docket #14221


To: The Honorable Scott Anderson
Mayor of Stevenson
PO Box 371
Stevenson, WA 98648-0371

Administrative Order Docket #	14221
Site Location	686 SW Rock Creek Drive, Stevenson, WA 98648

Administrative Order Docket #14221 was issued to the City of Stevenson on June 30, 2017, requiring compliance with certain conditions imposed in accordance with chapter 90.48 of the Revised Code of Washington (RCW).

The Department of Ecology has determined that the City of Stevenson has substantially satisfied the conditions in Administrative Order Docket #14221.

1. Signature



Andrew Kolosseus
Southwest Region Section Manager
Water Quality Program

January 5, 2023
Date

**City of Stevenson
Ordinance No. 2024-1209**

AN ORDINANCE RELATED TO WASTEWATER CONNECTIONS IN THE CITY OF STEVENSON'S SERVICE AREA, AND PURSUANT TO RCW 35A.63.220 AND OTHER APPROPRIATE AUTHORITY AUTHORIZING A MORATORIUM EXTENSION ON FURTHER COMMERCIAL WASTEWATER CONNECTIONS AND APPLICATIONS FOR COMMERCIAL WASTEWATER CONNECTIONS AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, the City of Stevenson ("City") received an Administrative Order #14221 letter in July of 2017 from the Washington State Department of Ecology ("DOH"), stating that the City is in violation of its NPDES permit as it has exceeded the Wastewater Treatment Plant design criteria for five (5)-Day Biochemical Oxygen Demand (BOD5) or Total Suspended Solids (TSS) on twenty-one (21) occasions between January 2012 and December 2106 and exceeded effluent limits for TSS or Fecal Coliform on five (5) occasions between September 2015 and September 2016; and

WHEREAS, the City has a work plan to address the wastewater treatment deficiencies and is presently constructing wastewater treatment plant improvements that have the capacity to solve the City's wastewater treatment problems, which will take time and requires multiple funding streams; and

WHEREAS, a moratorium on further filing and processing of commercial applications for wastewater connections that will impact the BOD5 or TSS load on the wastewater treatment plant is necessary while the City completes the construction of the treatment plant improvements and increases the plant's capacity, or otherwise mitigates the current plant limitations; and

WHEREAS, the Stevenson City Council finds that the City's ability to plan for utility service and urban growth will be jeopardized unless this moratorium is authorized; and

WHEREAS, the Stevenson City Council finds that the authorization of this moratorium is necessary to protect the health, welfare, safety and future economic viability of the City; and

WHEREAS, RCW 35A.63.220 provides that, "A council or board that adopts a moratorium or interim zoning control, without holding a public hearing on the proposed moratorium or interim zoning control, shall hold a public hearing on the adopted moratorium or interim zoning control within at least sixty days of its adoption, whether or not the council or board received a recommendation on the matter from the commission. If the council or board does not adopt findings of fact justifying its action before this hearing, then the council or board shall do so immediately after this public hearing. A moratorium or interim zoning control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium or interim zoning control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, RCW 35A.63.220 or RCW 36.70A.390, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, moratoria and interim zoning control enacted under RCW 35.99.050, RCW 35A.63.220 or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot or frustrated by intervening development; and

WHEREAS, the Stevenson City Council previously adopted a moratorium extension on April 20, 2023 which will expire on April 20, 2024; and

WHEREAS, a work plan has been developed for the design, funding and construction necessary to upgrade the city's wastewater system and that work plan is attached to this ordinance as Exhibit A; and

WHEREAS, due to supply chain issues substantial completion of the wastewater treatment plant upgrades project has been delayed by one (1) year; and

WHEREAS, the City has hired additional staff to operate the wastewater treatment plant and worked with known significant industrial users to mitigate the risk of additional plant discharge permit violations allowing a change to the moratorium; and

WHEREAS, the Stevenson City Council held a duly advertised public hearing on April 18, 2024, to consider public comment concerning the authorization of such moratorium; and

WHEREAS, the Stevenson City Council adopted Findings of Fact as stated in Resolution No. 2023-408 after the public and staff gave testimony at the public hearing; and

WHEREAS, the Stevenson City Council finds that the best interests of the City would be served if such a moratorium extension was authorized.

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

Section 1. A one (1) year renewal of the moratorium is hereby imposed on accepting non-domestic, significant industrial user applications for wastewater connections with discharge character above a very high strength classification (BOD5 greater than 2,000 mg/L) or loading rate greater than 5 percent of the wastewater treatment plant design loading rate, that will impact the BOD5 or TSS load on the wastewater treatment plant, for wastewater service inside and outside its corporate boundaries that otherwise would have been authorized under said section. This moratorium does not apply to domestic, standard user wastewater connections.

Section 2. The moratorium imposed pursuant to Section 1 above may be extended for one or more additional six (6) month periods or up to one year if a work plan is implemented, and the City's work plan determines that such extension is necessary to avoid further violations and to implement a permanent fix to the City's wastewater system.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 4. Effective date. This ordinance shall become effective immediately following passage.

ADOPTED this 18th day of April, 2024.

CITY OF STEVENSON

Scott Anderson, Mayor

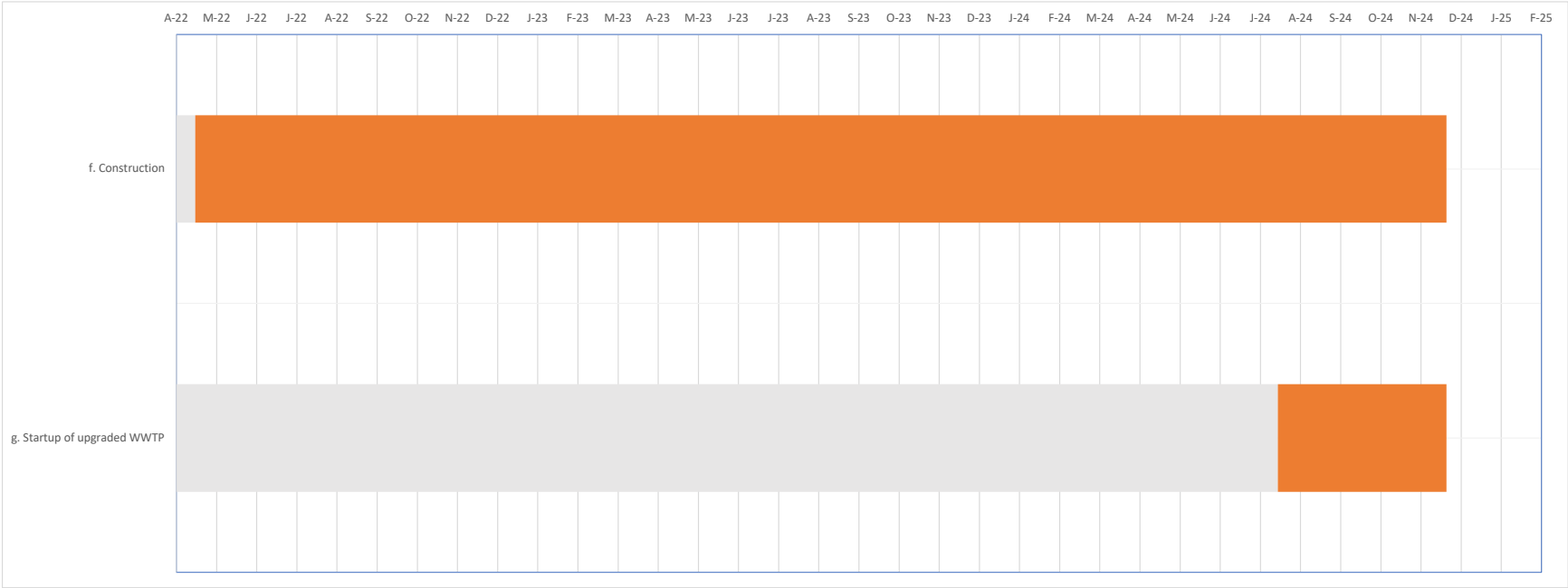
ATTEST:

Leana Kinley, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

Exhibit A
Wastewater Upgrade Project Plan





City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council
From: Leana Kinley, City Administrator
RE: Water and Sewer System Development Charges and Monthly Rates
Meeting Date: April 18, 2024

Executive Summary:

The City Council held multiple public hearings from January 18th to date on the water and sewer monthly rates and System Development Charges (SDCs). This memo will summarize the decisions made, the documents representing the changes and outline any additional decisions for the council to make.

Overview:

Water Utility Rates

Recap: There was consensus regarding an across-the-board rate increase rather than either option to remove the 400 ft³ of usage within the base fee. The rates in the proposal reflect an annual increase of 7% for 2024-2028. The table below reflects this change and language that will be inserted to the authorizing resolution.

The table below reflects rates in the event a .3% Street Sales Tax is not approved by voters in 2024.

	2023	2024	2025	2026	2027	2028
Meter Size	Inside City					
Up to 3/4"	37.04	39.63	42.40	45.37	48.55	51.95
1"	60.78	65.03	69.58	74.45	79.66	85.24
1 1/2"	146.72	156.99	167.98	179.74	192.32	205.78
2"	282.98	302.79	323.99	346.67	370.94	396.91
3"	508.52	544.12	582.21	622.96	666.57	713.23
4"	610.12	652.83	698.53	747.43	799.75	855.73
6"	1,625.27	1,739.04	1,860.77	1,991.02	2,130.39	2,279.52
Transient Lodging (per unit)	18.52	19.82	21.20	22.69	24.28	25.98
Hydrant Use Annual Fees	100.00	100.00	100.00	100.00	100.00	100.00
	Outside City					
Up to 3/4"	54.62	58.44	62.53	66.91	71.59	76.60
1"	103.51	110.76	118.51	126.81	135.69	145.19
1 1/2"	211.29	226.08	241.91	258.84	276.96	296.35
2"	408.82	437.44	468.06	500.82	535.88	573.39
3"	737.86	789.51	844.78	903.91	967.18	1,034.88

4"	887.42	949.54	1,016.01	1,087.13	1,163.23	1,244.66
6"	2,353.13	2,517.85	2,694.10	2,882.69	3,084.48	3,300.39
	Usage (per ft ³) (over base usage)					
Inside Usage	0.047	0.050	0.054	0.058	0.062	0.066
Outside Usage	0.056	0.060	0.064	0.068	0.073	0.078
Hydrant Usage	0.056	0.060	0.064	0.068	0.073	0.078
	Other Fees and Charges					
Delivery Fee of Lock Off Notice	10.00	10.00	10.00	10.00	10.00	10.00
Termination Fee-Working Hours	50.00	50.00	50.00	50.00	50.00	50.00
Termination Fee-Non-Working Hours	150.00	150.00	150.00	150.00	150.00	150.00

The table below reflects rates in the event a .3% Street Sales Tax is approved by voters in 2024.

	2023	2024	2025	2026	2027	2028
Meter Size	Inside City					
Up to 3/4"	37.04	39.08	41.23	43.50	45.89	48.41
1"	60.78	64.12	67.65	71.37	75.30	79.44
1 1/2"	146.72	154.79	163.30	172.28	181.76	191.76
2"	282.98	298.54	314.96	332.28	350.56	369.84
3"	508.52	536.49	566.00	597.13	629.97	664.62
4"	610.12	643.68	679.08	716.43	755.83	797.40
6"	1,625.27	1,714.66	1,808.97	1,908.46	2,013.43	2,124.17
Transient Lodging (per unit)	18.52	19.54	20.62	21.75	22.95	24.21
Hydrant Use Annual Fees	100.00	100.00	100.00	100.00	100.00	100.00
	Outside City					
Up to 3/4"	54.62	57.62	60.79	64.13	67.66	71.38
1"	103.51	109.20	115.21	121.55	128.24	135.29
1 1/2"	211.29	222.91	235.17	248.10	261.75	276.15
2"	408.82	431.31	455.03	480.06	506.46	534.32
3"	737.86	778.44	821.25	866.42	914.07	964.34
4"	887.42	936.23	987.72	1,042.04	1,099.35	1,159.81
6"	2,353.13	2,482.55	2,619.09	2,763.14	2,915.11	3,075.44
	Usage (per ft ³) (over base usage)					
Inside Usage	0.047	0.050	0.053	0.056	0.059	0.062
Outside Usage	0.056	0.059	0.062	0.065	0.069	0.073
Hydrant Usage	0.056	0.059	0.062	0.065	0.069	0.073
	Other Fees and Charges					

Delivery Fee of Lock Off Notice	10.00	10.00	10.00	10.00	10.00	10.00
Termination Fee-Working Hours	50.00	50.00	50.00	50.00	50.00	50.00
Termination Fee-Non-Working Hours	150.00	150.00	150.00	150.00	150.00	150.00

All rates shall be subject to an automatic annual rate increase of 5% beginning January 1, 2029 unless modified by council prior to the adjustment date.

The first 400 cubic feet of water consumed included in minimum monthly base water service charge. For Transient Lodging the first 200 cubic feet of water consumed per unit is included in the minimum monthly base water service charge.

Residential properties with more than one residential unit (i.e. duplexes, apartments, homes with accessory dwelling units) will be charged the applicable monthly residential base rate times the number of residential units.

Sewer Utility Rates

Recap: Similar to the water utility rates, there seemed to be consensus on an across-the-board rate increase rather than either option to remove the 400 ft³ for commercial customers. The rates below reflect an increase of 10%, 10%, 3.5%, 3.5%, 3% from 2024-2028 if no street sales tax were approved.

The table below reflects rates in the event a .3% Street Sales Tax is not approved by voters in 2024.

Class of Service	2023	2024	2025	2026	2027	2028
Residential						
Single ¾" Residential	\$116.46	128.11	140.92	145.85	150.95	155.48
Non-Residential						
Transient quarters-per unit	\$58.24	64.06	70.46	72.93	75.48	77.74
Other Commercial						
¾" water service	\$116.46	128.11	140.92	145.85	150.95	155.48
1" water service	\$242.05	266.26	292.89	303.14	313.75	323.16
1.5" water service	\$360.65	396.72	436.39	451.66	467.47	481.49
2" water service	\$545.54	600.09	660.10	683.20	707.11	728.32
3" water service	\$782.72	860.99	947.09	980.24	1,014.55	1,044.99
4" water service	\$1,019.90	1,121.89	1,234.08	1,277.27	1,321.97	1,361.63
6" water service	\$1,684.03	1,852.43	2,037.67	2,108.99	2,182.80	2,248.28

Usage ¹ Rates for Non-Residential/Commercial						
Flow Surcharge	\$0.059	0.065	0.072	0.075	0.078	0.080

BOD Surcharge²						
Low	\$0.000	0.000	0.000	0.000	0.000	0.000
Medium	\$0.023	0.025	0.028	0.029	0.030	0.031
High	\$0.047	0.052	0.057	0.059	0.061	0.063
Very High	\$0.092	0.101	0.111	0.115	0.119	0.123

The table below reflects rates in the event a .3% Street Sales Tax is approved by voters in 2024.

Class of Service	2023	2024	2025	2026	2027	2028
Residential						
Single ¾" Residential	\$116.46	128.11	140.92	145.15	149.50	153.99
Non-Residential						
Transient quarters-per unit	\$58.24	64.06	70.46	72.58	74.75	77.00
Other Commercial						
¾" water service	\$116.46	128.11	140.92	145.15	149.50	153.99
1" water service	\$242.05	266.26	292.89	301.68	310.73	320.05
1.5" water service	\$360.65	396.72	436.39	449.48	462.96	476.85
2" water service	\$545.54	600.09	660.10	679.90	700.30	721.31
3" water service	\$782.72	860.99	947.09	975.50	1,004.77	1,034.91
4" water service	\$1,019.90	1,121.89	1,234.08	1,271.10	1,309.23	1,348.51
6" water service	\$1,684.03	1,852.43	2,037.67	2,098.80	2,161.76	2,226.61

Usage¹ Rates for Non-Residential/Commercial						
Flow Surcharge	\$0.059	0.065	0.072	0.074	0.076	0.078
BOD Surcharge²						
Low	\$0.000	0.000	0.000	0.000	0.000	0.000
Medium	\$0.023	0.025	0.028	0.029	0.030	0.031
High	\$0.047	0.052	0.057	0.059	0.061	0.063
Very High	\$0.092	0.101	0.111	0.115	0.119	0.123

BOD: (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter (mg/l).

“Residential” shall mean any contributor to the City’s treatment works whose real estate or building is used for domestic dwelling purposes only.

Residential properties with more than one residential unit (i.e. duplexes, apartments, homes with accessory dwelling units) will be charged the applicable monthly residential base rate times the number of residential units.

- 1- Flow based on water consumption charged per cubic foot over 400 cu/ft. Industrial users will be charged based on a consumption factor as determined by the City.
- 2- BOD Surcharge applies to commercial customers based on the following classification:

Strength Category	BOD Strength	Types of Typical Users
Low	<300mg/L	Public Facilities, Hotel/Motel w/o Restaurant, General Retail, Office Space, Industrial w/o Process Discharge
Medium	301-600 mg/L	Hotel/Motel w/Restaurant, School w/Cafeteria, Laundromat, Nursing Home, Hospital
High	600-2,000 mg/L	Grocery Store, Bakery, Restaurant, Coffee Shop
Very High	>2,000 mg/L	Food Production, Brewery, Distillery, Cider Production, Dairy, Industrial w/Process Discharge

Additional fees for BOD₅ testing at the request of the customer will be billed at actual rates for staff time, materials and testing services used plus 17% overhead.

All rates shall be subject to an automatic annual rate increase of 5% beginning January 1, 2029 unless modified by council prior to the adjustment date.

Cost of Service Adjustment

The cost of service adjustment for high and very high BOD customers will be twice the rate increase. FCS is working on those calculations (highlighted sections above) and they will be provided once complete.

Discount Tiers

Recap: The current discount is available to low-income seniors or those with social security disability with an income less than 200% of the federal poverty level. Customers complete the application process through Senior Services where they can be connected to energy discounts and other services.

Adding a moderate-income tier, at a 25% discount, would be applicable to customers with an income less than 400% of the federal poverty level, and less than the Moderate Income identified for Skamania County through the Community Development Block Grant (see attached 2023-CDBG Income Limits Chart). The number of customers which would qualify is unknown. From the 2015 American Communities Survey, Stevenson has a population of just over 48% that are low-moderate income.

The applications would go through Washington Gorge Action Programs and in discussions with them they request a modest fee of \$10-\$20 per application to cover staff time and associated costs.

These changes are reflected in the proposed ordinance changing SMC 13.10 Water and Sewer Service Charges, sections 13.10.100, 13.10.110 and 13.10.120.

Snowbirds/Temporary Shutoffs

Option removed except in the instance of shut-off for non-payment. Will follow state guidance regarding billing constraints.

Construction Water

Recap: The current ordinance allows properties under construction to be billed for water usage only and not pay any base fees up until the property receives final occupancy. There are currently 9 properties where this is implemented. Two of the properties are submeters for alternate billing of sewer charges (Walking Man Brewhouse separate from the Restaurant, and Skamania County Jail separate from the Courthouse Lawn). The remaining 7 are for building permits that have not received final occupancy, and most are very close, waiting on final inspections for Building, Planning and Public Works.

Once a property connects to the utility system, they are able to use that system at full capacity. It is also counted towards the city's overall capacity for connections. By not having a separate utility payment type for these customers, it also reduces the risk of billing errors. The new permitting process is online and the Utility Clerk is not a CloudPermit user and would need to be notified of new certificates of occupancy outside of the system, creating a potential gap in the process.

The council reached consensus on this, confirmed at the March 25th special council meeting. The draft ordinance amending SMC 15.01.030 removes the need for a temporary water/sewer permit during construction and removes the ability to bill usage only.

System Development Charges

Recap: Council reached consensus regarding the scaling options based on size of home for both water and sewer system development charges. The ranges were chosen based on fixture counts for water connections and square footage for sewer connections for average home sizes in Stevenson. The rates below reflect this change and the maximum allowable charge as identified during the study.

Water System Fees and Charges (SMC 13.10.070)	
System Development Charges	
Meter Size	Fee
5/8": <25 Fixture Units	\$8,223
3/4": <55 Fixture Units	\$12,334
1": <130 Fixture Units	\$20,556
1.5"	\$41,113
2"	\$65,781
3"	\$123,339
4"	\$205,565
6"	\$411,130
Installation Costs	Time and Materials

Wastewater System Fees and Charges (SMC 13.10.080)	
System Development Charges	
Charge Type	Fee
Residential ERU < 1,500 SqFt	\$6,683
Residential ERU 1,500-2,599 SqFt	\$8,910

Residential ERU > 2,600 SqFt	\$11,607
Commercial Flow(gallon)	\$14.88
Commercial BOD (pound)	\$5,666
Residential single-family service inspection	\$100
All other service inspections	\$300

Connection fees for properties with demolished buildings previously connected to service may be the lesser of the System Development Charge for the utility, or the sum of the monthly base fees for the previous 6-years had the service not been disconnected.

Process and Timeline for Sales Tax Option

May 16, 2024 – Initial discussion and Public Hearing regarding establishing a Transportation Benefit District (TBD)

June 20, 2024 – Final Public Hearing and Adoption of TBD

August 6, 2024 – Deadline to Adopt Resolution for Sales Tax on November Ballot

November 5, 2024 – General Election

December 2024 – If approved, adopt budget with reflected changes and any applicable policy documents outlining the revenue distribution for sales tax:

- General Sales Tax:
 - .5% to General Fund
 - .2% to Street Fund
 - .3% to Water/Sewer Fund
- Street Sales Tax:
 - .3% to Street Fund

April 1, 2025 – If approved, date of sales tax implementation

June 2025 – If approved, first receipts from sales tax adoption

Action Needed:

Direction on any other changes needed ahead of the final presentation at the May council meeting.

**CITY OF STEVENSON, WASHINGTON
ORDINANCE 2024-12XX**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA AMENDING CHAPTER 15.01
CONSTRUCTION CODES, SECTION 15.01.030 GENERAL REQUIREMENTS;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, City Council adopted general requirements for construction inside the city in 2013;
and

WHEREAS, the water and sewer utilities have incurred additional loans to pay for needed
improvements to the infrastructure; and

WHEREAS, once a customer connects to the water and/or sewer system they can use the system
to its full capacity; and

WHEREAS, the City Council desires to amend SMC 15.01.030 to protect and preserve public
health, safety and welfare.

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

Section 1. Section 15.01.030 of the Stevenson Municipal Code Amended. The chapter of the
Stevenson Municipal Code entitled "Construction Codes," the section entitled "General
Requirements-All codes," codified as Stevenson Municipal Code (SMC) Section 15.01.030, is
hereby amended to read as set forth on Exhibit "A" attached hereto and by this reference
incorporated herein:

Key: ~~Strikethrough~~ means repealed. **Bold** means new.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this
ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the
validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall become effective for the _____ 2024 billing
cycle.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this ____ day
of _____, 2024.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Attorney for the City of Stevenson

Exhibit A

15.01.030 General requirements—All codes.

The city adopts general requirements for construction inside the city.

- A. To become vested in any current land use regulation by submitting a building permit application, the property owner must submit a complete building permit application as defined above, along with all required completed environmental applications (SEPA, shoreline, critical areas, etc.) and all relevant permit fees.
- B. To meet specific climatic and conditions the council adopts design criteria for the city of Stevenson as follows:

Roof/Grnd Snow Loads	Wind Speed	Seismic design category	weathering	Frost Line Depth	Termites	Decay	Winter Design Temp	Ice Shield Underlay	Air Freeze Index	Mean Annual Temp
50 PSF/@72 PSF	135mph @3 sec gust	D-1	Moderate	12"	Slight to moderate	Slight to moderate	25° F	None	172	55° F

- C. Any construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location removal and demolition of a building or structure will require an application for and issuance of a permit prior to start of construction. Accessory commercial buildings less than one hundred twenty square feet not intended to be used as dwelling units are exempt from this permit requirement and accessory residential buildings less than two hundred square feet not intended to be used as dwelling units are exempt from this permit requirement.
- D. Prior to the issuance of a permit for a building intended for use, as a dwelling unit, the applicant must demonstrate that potable water is available.
- E. No permit for a building requiring a septic tank or connection to sewer shall be issued without proof of an approved septic permit or approved connection with a public sewer as provided by SMC Section 13.08.050. If a septic tank is required the applicant must submit plans and specifications approved by the sanitation engineer to the building official.
- ~~F. Persons needing water and/or sewer during construction must apply for a temporary water and/or sewer permit.~~
 - ~~1. A person shall not receive public water and sewer services during the period between commencement of new construction and issuance of an occupancy certificate unless a temporary water and sewer permit has been issued to such person.~~
 - ~~2. To obtain a temporary water and sewer permit, the applicant shall submit a permit application on a form furnished for that purpose by the city clerk treasurer.~~
 - ~~3. An applicant for a temporary water and/or sewer permit must have a valid building permit.~~
 - ~~4. A temporary water and sewer permit shall be effective for a period not to exceed one hundred eighty days. To obtain a renewal of the permit, the applicant shall submit another form furnished for that purposed by the city clerk treasurer.~~
 - ~~5. The charge for water and sewer services obtained pursuant to a temporary permit shall be based solely on actual usage.~~

**CITY OF STEVENSON, WASHINGTON
ORDINANCE 2024-12XX**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA AMENDING CHAPTER 13.10
WATER AND SEWER SERVICE CHARGES; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, Stevenson City Council conducted a rate study for the water and wastewater utilities; and

WHEREAS, the Council held multiple public hearings on January 18th, February 15th, March 21st, March 25th and April 18th on the changes recommended in the rate study; and

WHEREAS, the City annually reviews and updates an analysis of the capital demands of the water system and recognizes the needs for capital outlays for replacement/repair of existing facility; and

WHEREAS, the City Council desires to increase the ability for low-moderate income customers to receive a discount on their utility bills.

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

Section 1. Section 13.10 of the Stevenson Municipal Code Amended. The chapter of the Stevenson Municipal Code entitled "Water and Sewer Service Charges," codified as Stevenson Municipal Code (SMC) Chapter 13.10, is hereby amended to read as set forth on Exhibit "A" attached hereto and by this reference incorporated herein:

Key: ~~Strikethrough~~ means repealed. **Bold** means new.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall become effective for the ____ 2024 billing cycle.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this ____ day of _____, 2024.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Attorney for the City of Stevenson

Exhibit A

Chapter 13.10 WATER AND SEWER SERVICE CHARGES

13.10.010 Definitions.

As used in this chapter, the following terms are defined as follows:

- A. "Customer" means the person responsible for paying any water and/or sewer service charges established pursuant to the provisions of this chapter as shown on the records of the city water department.
- B. "Equivalent dwelling unit" or "EDU" means any residential or nonresidential use which has been reasonably found by the director of public works to place a demand on the city's sewage system approximately equal to the demands thereon by a single-family dwelling.
- C. "Metered service charges" means charges for delivery of an amount of water in excess of that included in minimum monthly service.
- D. "Minimum monthly service charge" means a minimum monthly charge for sewer and/or water services which shall be paid for any period of time during which the premises served are connected to sewer and/or water facilities of the city, irrespective of whether the premises are occupied. The minimum monthly service charge will include the charge for delivery of a set number of cubic feet of water as established by the city council from time to time as it deems necessary or appropriate.
- E. "Person" means and includes individuals, partnerships, corporations, governmental units and any other natural or legal entity competent, as matter of law, to enter into contractual relations.

13.10.020 Minimum monthly service charges.

- A. Minimum monthly service charges in such amounts as shall from time to time be determined necessary or appropriate by the city council shall be paid by all customers for water and sewer services furnished by the city. Such charges shall be paid for any period of time during which the premises served are connected to water or sewer facilities of the city.
- B. Minimum monthly service charges may vary among different classes of service. Classes of service shall be defined by the city council [by resolution](#) from time to time as the council deems necessary or appropriate.

13.10.030 Metered service charges.

- A. Metered service charges for such volumes and at such rates as shall from time to time be determined necessary or appropriate by the city council shall be paid by all customers for water service in excess of that included in minimum monthly service.
- B. Metered service charges may vary among different classes of service. Classes of service shall be defined by the city council from time to time as the council deems necessary or appropriate.

13.10.070 Water connection fees.

- A. Water connection and new service fees for all services except multifamily or mixed commercial/residential units shall be assessed according to the fee schedule as adopted by Resolution. The fees are fully due and payable prior to the installation.
- B. The city will not accept a connection fee unless it is accompanied by a valid building permit, unless it is a connection fee associated with an existing permanent structure.
- C. Connections to the system shall be made within six months of the time the permit to connect is issued. If connection to the system is not made within six months, the permit shall be void and the connection fee

shall be forfeited to the city except that one six-month extension may be granted by the city council due to circumstances judged to be beyond the applicant's control.

- D. Each dwelling unit within a multi-family, which includes single-family residences with accessory dwelling units (ADUs), or mixed commercial/residential structure shall be charged ~~fifty-seven percent (57%) of the connection fee (or system development charge) for a single-family dwelling (3/4" or 5/8") based on the meter capacity as determined by number of fixture units~~ or the cost of the size of meter, whichever is greater. ~~Using this calculation, an ADU added on to an existing residence will be charged fourteen percent (14%) of the connection fee for a single-family dwelling (3/4" or 5/8").~~

In the case of an existing water service where there is an intended change in use, or an increase in intensity of use, then an additional system development charge shall be paid by calculating the change from the existing use to the new use based on the meter capacity as determined by the number of fixture units, or the cost of the size of the meter, whichever is greater. This section does not apply if a service decreases meter size or intensity of use.

- E. Detached ADUs do not require a separate utility connection from the main. A separate connection can be installed at the request of the property owner. If it is determined that a larger meter will be required, the owner is responsible for the difference in the connection fee between the current meter and the larger size in addition to the installation costs billed at time and expense.
- F. The property owner shall be responsible for the cost to install the service lateral from the water main trunk line to the premises, which are billed on a time and expense basis.
- G. The city does not install services larger than two-inch (2"). For larger services, the customer is responsible for submitting drawings for city approval and for installation of the service.
- H. After the water service connection is approved and the water turned on, the property owner will be charged the minimum monthly rate as applicable to the lot, type of development and/or zoning.

13.10.080 Wastewater connection fees.

- A. The sewer connection fee (or system development charge) shall be calculated based upon the equivalent ~~dwelling-residential~~ unit (EDUERU) of the use of premise that is being served. The ~~EDU-ERU~~ rate will be set according to the fee schedule adopted by resolution. The fees are fully due and payable prior to the installation.

In the case of an existing sanitary sewer service where there is an intended change in use, or an increase in the intensity of use, then additional system development charges shall be paid based on the increase by calculating the change from the existing use to the new use on the current fee schedule. This section does not apply if a service decreases intensity of use.

- B. All new sanitary sewer service installations will be completed by the customer subject to city inspection and/or testing. Inspection fees will be charged according to the fee schedule adopted by resolution.
- C. Connections to the system shall be made within six months of the time the permit to connect is issued. If connection to the system is not made within six months, the permit shall be void and the connection fee shall be forfeited to the city except that one six-month extension may be granted by the city council due to circumstances judged to be beyond the applicant's control.

~~D. Distribution of EDUs shall be as follows:~~

Type of Use	Unit	Per Unit
I. Residential		
1. Single family residential	each	1.00
2. Multifamily dwelling	each	1.00
3. Mobile home park	each space	1.00
4. Living Groups with Shared	each bed	.33

II. Nonresidential		
5. Hotel, Motel, Resort		
—— a. Without kitchen	room	.40
—— b. With kitchen	room	.60
6. Schools		
—— a. Day (nonresidential)		
———— i. Grades 9—12	12.5 students	1.00
———— ii. Grades K—8	12.5 students	1.00
7. Churches, lodges, clubhouses, theaters		
—— a. W/O kitchen facilities	100 seats	.90
—— b. W/kitchen facilities (added to amount calculated for seating)	each	.60
8. Institutions		
—— a. Convalescent/rest home	each bed	.30
9. Restaurant, lounge, tavern		
—— a. Full-service restaurant & card room (indoor seating)	every 6 seats	1.00
—— b. Fast food or tavern	every 12 seats	1.00
—— c. Fast food w/o seats		*(2)
10. Commercial and industrial		
—— a. Commercial and "dry" industry		*(2)
—— b. Special commercials		
———— i. Laundries (commercial)		*(3)
———— ii. Car wash		*(3)
———— iii. Laundromat (self-service)		*(3)
—— c. Service stations & garages		*(3)
—— d. "Wet" industry		*(3)
11. Irrigation meter		*(4)
12. Noncontact cooling water systems		*(4)
13. Determination of SDC for Other Uses: Other establishments not defined specifically in this chapter shall be determined on a specific use basis, consistent with the criteria of this section.		

***Notes to System Development Charge Schedule (SDC):**

1. — Restaurants, lounges or taverns located within a main commercial or industrial building shall be charged a separate SDC for the main building.
2. — Fast food restaurant (9b) and commercial and industrial uses (10a through 10c) shall be charged based upon water meter equivalent size (MES).
3. — System development charges for a "wet" industrial use (10d) shall be based on a separate engineering study by the director of public works. Such study shall assess the utility's actual costs to serve the specified use, but shall not be less than if calculated as a commercial or "dry" industrial use (10a).
4. — Irrigation meters (11) and noncontact cooling water (12) shall be charged system development charges for water only.

13.10.100 Low-income ~~senior~~ citizen and ~~low-income~~ moderate-income ~~disabled~~ citizen utility rate—Granted.

There is granted relief to low-income ~~senior~~ citizens who meet the qualifications and requirements of Section 13.10.110 ~~and low-income disabled citizens who meet the qualifications and requirements of Section 13.10.120~~ from any municipal utility charges of the city of 50% of the minimum service charge for base rate for municipally operated water, sewer, and/or storm sewer service. Such a reduced rate does not apply to excess water consumption or other charges beyond the base rate for the services provided. The discount will be effective with the next regular billing following the approval of an application.

There is granted relief to moderate-income citizens who meet the qualifications and requirements of Section 13.10.120 from any municipal utility charges of the city of 25% of the minimum service charge for base rate for municipally operated water, sewer, and/or storm sewer service. Such a reduced rate does not apply to excess water consumption or other charges beyond the base rate for the services provided. The discount will be effective with the next regular billing following the approval of an application.

13.10.110 Low income ~~senior~~ citizen utility rate—Requests and qualifications.

To qualify for the relief set forth in Section 13.10.100, a senior citizen shall:

- ~~A.~~ ~~Be sixty years of age or older at time of application.~~
- ~~BA.~~ Have an aggregate income, from all sources whatsoever, not to exceed 200 percent of the established federal poverty level as now or hereinafter amended.
- ~~CB.~~ Be a single occupant or the head of a household or the spouse of the head of household.
- ~~DC.~~ Reside in the dwelling unit as the applicant's primary residence and not rent the residence during the applicant's absence.
- ~~ED.~~ File an annual claim for relief with the clerk-treasurer of the city on forms provided by the clerk-treasurer. By filing a claim, the applicant authorizes the city to refer the applicant to the appropriate entity to process the application, such as Skamania County Senior Services or Washington Gorge Action Programs.

13.10.120 ~~Low-income disabled~~ Moderate-income citizen utility rate—Requests and qualifications.

To qualify for the relief set forth in Section 13.10.100, a disabled citizen shall:

- ~~A.~~ ~~Be legally disabled, handicapped or incapacitated as defined by any existing state or federal program, qualify for special parking as defined by RCW 46.19.010(1)(a) through 46.19.010(1)(g), be blind as defined by RCW 74.18.020(4), be developmental disabled as defined in RCW 71A.10.020(5), be gravely disabled as a result of a mental disorder as defined by RCW 71.05.020(37), or qualify and receive social security benefits due to disability.~~
- ~~BA.~~ Have an aggregate income, from all sources whatsoever, not to exceed 200-400 percent of the established federal poverty level as now or hereinafter amended.
- ~~CB.~~ Be a single occupant or the head of a household or the spouse of the head of household.
- ~~DC.~~ Reside in the dwelling unit as the applicant's primary residence and not rent the residence during the applicant's absence.

| ED. File an annual claim for relief with the clerk-treasurer of the city on forms provided by the clerk-treasurer. By filing a claim, the applicant authorizes the city to refer the applicant to the appropriate entity to process the application, such as Skamania County Senior Services or Washington Gorge Action Programs.



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker
DATE: March 21st, 2024
SUBJECT: Sewer/Septic Ordinance – March Discussion Draft

Introduction

The City Council is asked to review the attached discussion draft ordinance and consider what should be included in the draft ordinance released for public review. As discussed at the February workshop, after reviewing the draft prior to the meeting, the Council may also consider holding off discussion on the topic and addressing it at a future meeting.

If addressed as part of tonight’s agenda, City Council deliberations are not expected to include public comments.

The Garage and the Toolbelt, An Analogy

Discussion draft amendments are prepared by staff to enable discussions which move the draft along in its review process. Discussion drafts frequently include text which may or may not advance policymakers previously stated goals. This text of these draft amendments is not presented as a recommendation by staff.

Consider the task of do-it-yourself home repair. A handy homeowner will stock a garage full of tools that may be used for many distinct kinds of repairs. When the time comes to complete any specific repair, that person will go to the garage and load their toolbelt with the tools appropriate for job at-hand.

As this analogy is applied to policy development, in a discussion draft, staff takes on the role of stocking the garage with a range of tools. The City Council can then review these tools and select those best suited to advance the policy at-hand.

The analogy can be tortured even more. Even the handiest of handy homeowners often needs to make a trip to the hardware store or fabricate single-purpose tool. Staff’s inclusion of tools in the discussion draft may not be all-inclusive and new or additional tools may be necessary. The intent though is to include several options to reduce unnecessary on-the-fly wordsmithing or avoidable postponement to future meetings.

Specific Discussion

All aspects of the draft may generate discussion. The following topics are highlighted because they were discussed at the February City Council workshop, but no consensus was reached:

- **Residential development involving more than 2 residences** – This discussion draft amendment is inconsistent when it deals with developments involving multiple residences. Multi-family development begins with 3 residences and is only limited by the size of the lot where the development is proposed. Subdivision begins with 5 lots and is similarly only limited by the size of the original lot. Short plat land division covers up to 4 lots (the likelihood of 4 residences with the potential for 8). Each of these development types is treated differently in the discussion draft of SMC Table 13.08.070-1. Discussion may focus on whether the Council prefers a development type over another development type and then tailoring the table to ensure those types are the easiest to accomplish. See SMC Table 13.08.070-1 on pages 9 & 10 of the draft.

- **Prescriptive Exemptions vs Case-by-Case Relief on Appeal** – Two imperfect options were discussed. In the first, the regulations endeavor to cover all conceivable scenarios. Loopholes will likely be found and exploited over time. In the second, decisions on specific properties are made by the City Council, however its makeup changes through time. Inconsistencies in decision making may occur and be subjected to challenge. Discussion may center on which is the least bad choice. Compare SMC Table 13.08.070-1 on pages 9 and 10 with the appeal framework on pages 11 and 12 of the draft ordinance.
- **Appeal Decision Framework** – The draft involves 7 potential criteria for inclusion. The language provides a framework for decision-making. The framework is non-directive and allows future Councils to consider or disregard a) any specific criterion and b) how a specific project addresses any specific criterion. Note, there is a second appeal possibility where owners can request the director to relieve them of a requirement by the County environmental health department. The draft administrative appeal framework uses the same criteria as the appeal to Council and is directive for each criterion. Discussion may focus on the Council framework. Once established it will be mirrored in the director framework. See pages 11 and 12 (and 14) of the draft ordinance.
- **Policy Purposes** – Through its evolution, the discussion draft amendment has strayed from a clear policy objective. As discussed at the February workshop, staff anticipates implementation difficulties and general public frustrations resulting from this lack of clarity. Wrap-up discussion of the amendments should seek to define the overall intent of Council when deciding on each individual discussion. Draft language here reflects the Council’s intent for ratepayers to pay for system expansion and the discussion that the draft regulations prioritize the interests of affluent individuals, those seeking to purchase acreage in our community and build their dream home. See page 1 of the draft ordinance.

Guidance Sought

Decision Point #1: Should this topic be discussed at tonight’s meeting?

Decision Point #2: Is the draft as may be amended tonight ready for public release?

Decision Point #3: Are any specific methods of public engagement expected?

Next Steps

Once authorized, the public release draft ordinance will be circulated to solicit public comment. Once public comment is received, the City Council will be asked whether to continue the amendment discussion or whether to maintain the code as-is. If amendment discussions continue, the City Council will be asked for direction on how to further incorporate public comments.

Prepared by,

Ben Shumaker
Community Development Director

Attachment

- 1- March Discussion Draft Code Amendments

Chapter 13.08 SEWER AND PRETREATMENT

Sections:

13.08.010 Purpose and policy.

This chapter sets clear standards and requirements for any person served by the publicly owned treatment works (POTW) for the city and the means by which such requirements will be imposed and enforced. This chapter is intended to:

- A. Establish standards for the collection of sewage and wastewater in areas served by the city of Stevenson.
- B. Prevent any discharge to the sanitary sewer which could:
 - 1. Damage the transmission or treatment systems;
 - 2. Interfere with the POTW's operation;
 - 3. Be incompatible with the POTW's biological processes.
 - 4. Pass through the treatment plant at levels which may harm the environment;
 - 5. Threaten the health and safety of employees and the public.
- C. Enable the city to support the implementation of a pretreatment program that meets Washington State rules in Chapter 173-216 WAC, federal rules of 40 CFR part 403, conditions of its National Pollutant Discharge Elimination System (NPDES) permit, sludge use and disposal requirements, and any other federal or state laws to which the POTW is subject.
- D. Promote reuse and recycling of industrial wastewater and sludge from the POTW.
- E. Provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW. More specifically, equitable distribution of costs is accomplished by expanding the pool of ratepayers to include those who have the option to connect to the POTW and do not. Equitable distribution of costs for POTW expansion is accomplished by placing greater expectations on ratepayers to pay than on developers.
- F. Manage urbanization through the expansion of the public sewer system. More specifically, this management is accomplished by facilitating development of large lots and single-family residences in areas where the public sewer system is not available. This facilitation is accomplished, in part, by manipulating the real estate development market. This manipulation occurs by making commercial, multi-family, and subdivision development less feasible than single-family residential development and short plat land division. These development types are less feasible via the application of more stringent development standards. Furthermore, the City intends for the single-family development and short plat land division to occupy the areas where the public sewer system is not available, thereby reducing the territory where other land uses and development types may locate.

13.08.020 Applicability.

This chapter shall apply to all properties within the corporate limits of Stevenson and to all persons connected or believed or intended to be connected to the sanitary sewer collection system operated by the city. Such persons shall be known as users as defined herein, and the provisions of this ordinance apply as specified herein to standard users, significant industrial users, and non-significant industrial users. The ordinance compels the production of information; authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance and enforcement activities; establishes administrative review procedures; requires user reporting; and

provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

13.08.030 Administration.

Except as otherwise provided herein, the director shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the director may be delegated by the director to other city personnel.

13.08.040 Abbreviations.

The following abbreviations, when used in this chapter, shall have the designated meanings:

AKART - All known, available, and reasonable treatment

BOD - Biochemical Oxygen Demand

BMP - Best Management Practice

CFR - Code of Federal Regulations

CIU - Categorical Industrial User

EPA - U.S. Environmental Protection Agency

gpd - gallons per day

mg/l - milligrams per liter

NOEC - No observable detrimental effect

NPDES - National Pollutant Discharge Elimination System

NSCIU - Non-Significant Categorical Industrial User

OSS – On-site septic system

POTW - Publicly Owned Treatment Works

RCRA - Resource Conservation and Recovery Act

SIU - Significant Industrial User

TSS - Total Suspended Solids

U.S.C. - United States Code

13.08.050 Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

A. Words and Phrases beginning with "A".

1. "ASTM specification." All references to the form ASTM mean the Standard Specifications or Methods of the American Society for Testing Materials of the serial designation indicated by the number and, unless otherwise stated, refer to the latest adopted revision of such specifications or method.

2. B.—"Act" or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 on.

~~3C.~~ "Approval authority." The Washington State Department of Ecology, Water Quality Program Manager.

~~4D.~~ "Authorized or duly authorized representative of the user."

~~1a.~~ If the user is a corporation:

~~ai.~~ The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

~~iib.~~ The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

~~2b.~~ If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

~~3c.~~ If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

~~d4.~~ The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

~~5E.~~ "Available." A public sewer abuts a lot along any street, alley, right-of-way or easement accessible to the lot owner.

B. Words and Phrases beginning with "B".

~~1.F.~~ "Biochemical oxygen demand or BOD." The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

~~2.F.~~ "Best management practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in SMC 13.08.210(A) and (B) [40CFR 403.5(a)(1) and (b)]. BMPs may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

~~3.G.~~ "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

~~4.H.~~ "Building sewer" means the extension from the building drain to the property line or right-of-way line for connection with the public sewer service connection.

C. Words and Phrases beginning with "C".

~~1.I.~~ "Categorical pretreatment standard" or "categorical standard." Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33

U.S.C. Section 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

~~2.J.~~ "Categorical industrial user." An industrial user subject to a categorical pretreatment standard or categorical standard.

~~3.K.~~ "City." The city of Stevenson or its city council

~~4.L.~~ "Combined sewer" means a sewer receiving both surface runoff and sewage.

~~5.M.~~ "Composite sample." A representative composite of samples of a waste stream taken throughout the period of a day when discharges are produced by a regulated activity. "Time proportionate" samplers shall be used, unless there is capability to interface with a flow metering device to produce a representative "flow proportionate" composite sample.

~~6.N.~~ "Connection" or "connect" means construction of sewer line, which could include building sewer and service connection, connecting a structure or structures on a lot to a public sewer.

D. Words and Phrases beginning with "D".

~~1.N.~~ "Daily concentration." The concentration obtained through analysis of a composite sample of all discharges over a day (or 24-hour period) or the average of all discrete samples taken over such period.

~~2.O.~~ "Daily limit (maximum daily limit)." The maximum allowable discharge of a pollutant over a calendar day or equivalent 24-hour period. Where daily limits are expressed in units of mass, compliance is the product of the Daily Concentration and the flow over the same period.

~~3.P.~~ "Director." The city of Stevenson public works director, or designee.

E. Words and Phrases beginning with "E".

~~1.Q.~~ "Ecology." The Washington State Department of Ecology, who is also the control authority for purposes of the federal pretreatment program.

~~2.R.~~ "Environmental Protection Agency" or "EPA." The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, the regional administrator, or other duly authorized official.

~~3.S.~~ "Existing source." Any source of discharges subject to categorical standards and discharging prior to the promulgation of those standards or otherwise not meeting the definition of a "new source" in this section.

F. [Reserved.]

G. Words and Phrases beginning with "G".

~~1.T.~~ "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

~~2.U.~~ "Grab sample." A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed 15 minutes.

H. [Reserved.]

I. Words and Phrases beginning with "I".

~~1.V.~~ "Indirect discharge" or "discharge." The introduction of pollutants into the POTW from any nondomestic source subject to this chapter or other state or federal regulations.

~~2.W.~~ "Industrial wastes" means the liquid wastes from industrial processes as distinct from sewage from other sources.

~~3.X.~~ "Instantaneous limit." The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. For analytes for which users must take a grab sample for compliance purposes, this standard is the same as the daily maximum standard. For all other pollutants the instantaneous limit shall be twice the daily limit.

~~4.Y.~~ "Interference." A discharge which causes (either by itself or in combination with other discharges) a violation of the city's NPDES permit or prevents the intended sewage sludge use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment processes. For example, a discharge from a user which causes a blockage resulting in a discharge at a point not authorized under the city's NPDES permit.

J. [Reserved.]

K. [Reserved.]

L. Words and Phrases beginning with "L".

~~1.Z.~~ "Local limits." Effluent limitation developed for users by the director to specifically protect the potw from the potential of pass through, Interference, and intended biosolids uses. Such limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater. See SMC 13.08.240 for a full list of local limits.

~~2.AA.~~ "Lot." A fractional part of divided lands having fixed boundaries and being of sufficient area and dimensions to meet relevant zoning requirements. "Lot" also is any identifiable parcel of unsubdivided land with established boundaries set forth in a deed or other form of conveyance. The term includes "tract" and "parcel" and excludes the term "tax parcel".

~~3.BB.~~ "Lot Line." Any line bounding a lot as defined herein.

M. Words and Phrases beginning with "M".

~~1.CC.~~ "Medical waste." Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

~~2.DDBB.~~ "Monthly average." The arithmetic mean of the effluent sample results collected during a calendar month or specified 30-day period. Where the city has taken a sample during the period, it must be included in the monthly average if provided in time. However, where composite samples are required, grab samples taken for process control or by the city are not to be included in a monthly average.

~~3.EECC.~~ "Monthly average limit." The limit to be applied to the monthly average to determine compliance with the requirements of this chapter (see SMC 13.08.240 for listing).

~~4.FFDD.~~ "Multi-Family Dwelling Development." Any lot on which 3 or more dwellings are located or intended to be located.

N. Words and Phrases beginning with "N".

~~1.GG.~~ "Natural outlet" means any outlet into a water-course, pond, ditch, lake or other body of surface or groundwater.

~~2.HHEE.~~ "New source."

~~a1.~~ A facility whose construction began after categorical pretreatment standards applicable to its operations were proposed and with a real or potential discharge provided the facility is: A) constructed at a site at which no other source is located; B) totally replaces the process or production equipment that generate regulated process waste streams at an existing source; or C) the new processes are substantially independent of an existing source at the same site.

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- b2. Construction at an existing source does not make the source a new source if the construction merely alters, partially replaces, or adds to existing process or production equipment.
 - c3. Construction of a new source is considered to have begun when the owner or operator either began significant site preparation work including earthwork or removal of structures to allow the new facilities or equipment, began constructing a facility or emplacing equipment, or entered into a binding contract to purchase necessary facilities or equipment within a reasonable time prior to operation.

Users must provide documentation sufficient to conclusively substantiate any existing source claim with their initial permit application. Once categorized as a new source, users may not assert "existing source" status in subsequent permit renewals.

3.HFF. "Non-contact cooling water." Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

O. Words and Phrases beginning with "O".

1. "On-site sewage system" or "OSS". An integrated system of components, located on or nearby the property it serves, that conveys, stores, treats, and/or provides subsurface soil treatment and dispersal of sewage. It consists of a collection system, a treatment component or treatment sequence, and a soil dispersal component. An on-site sewage system also refers to a holding tank sewage system or other system that does not have a soil dispersal component.

P. Words and Phrases beginning with "P".

1.HGG. "Pass through." A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

2.KKHH. "Person." Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

3.LLH. "pH." A measure of the acidity or alkalinity of a solution, expressed in standard units.

4.MMJJ. "Pollutant." Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, carbonaceous oxygen demand, toxicity, or odor).

5.NNKK. "Pretreatment." The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. Dilution is not considered pretreatment.

6.OOLL. "Pretreatment requirements." Any substantive or procedural requirement related to pretreatment imposed on a user other than a pretreatment standard such as the proper operation of pretreatment devices, record keeping, and reporting.

7.PPMM. "Pretreatment standards" or "standards." Discharge prohibitions (SMC 13.08.210), categorical pretreatment standards (SMC 13.08.220), state pretreatment standards (SMC 13.08.230), local limits (SMC 13.08.240), and site-specific limits based on potential for vapor toxicity, explosion, sewer corrosion, or other detrimental effects to the POTW.

8.QQNN. "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely

under the flow and conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

~~9.QQ.~~ "Public sewer" means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

~~10.FFPP.~~ "Publicly owned treatment works" or "POTW." A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Q. [Reserved.]

R. [Reserved.]

S. Words and Phrases beginning with "S".

~~1.QQ.~~ "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and groundwater are not intentionally admitted.

~~2.WWRR.~~ "Septic tank waste." Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The director may also consider wastes from other holding tanks such as boat blackwater, bilge water, cesspools, and treatment lagoons to be septic tank waste so long as they are absent chemicals which might inhibit biological activity.

~~3.XXSS.~~ "Service connection" means a public sewer which has been constructed to the property line or right-of-way from a public sewer lateral or main for the sole purpose of providing a connection for the building sewer.

~~4.YYTT.~~ "Sewage." Human excrement and gray water (e.g., water from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities).

~~5.ZZUU.~~ "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

~~6.AAAVV.~~ "Sewage works" means all city-owned facilities for collecting, pumping, treating and disposing of sewage.

~~7.BBBWW.~~ "Sewer" means a pipe or conduit for carrying ~~sewage~~wastewater.

~~8.~~ "Short plat subdivision." The division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, transfer of ownership or any other reason.

~~9.~~ "Single-Family Development." Any lot on which one dwelling is located or intended to be located.

~~10.XX.~~ "Significant industrial user" or "SIU". Except as provided in paragraphs (3) and (4) of this section, a Significant Industrial User is:

~~a.1.~~ A user subject to categorical pretreatment standards; or

~~b.2.~~ A user that:

~~i.a.~~ Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

~~ii.b.~~ Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

~~iii.c.~~ Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

~~c.3.~~ The city may determine that a user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

~~i.a.~~ The user, prior to city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

~~ii.b.~~ The user annually submits the certification statement required in SMC 13.08.695(B) [see 40CR 403.12(q)], together with any additional information necessary to support the certification statement; and

~~iii.e.~~ The user never discharges any untreated concentrated wastewater.

~~iv.4.~~ Upon a finding that a user meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.

~~11.FFFYY.~~ "Slug load" or "slug discharge." Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions. This includes discharges at a flow rate or concentration which could cause a violation of the prohibited discharge standards of SMC 13.08.210.

~~12.GGGZZ.~~ "Standard user." A user that is not subject to a categorical pretreatment standard or categorical standard.

~~13.HHHAAA.~~ "Storm sewer" or "storm drain" means a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

~~14.IIIBBB.~~ "Storm water." Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~15.~~ "Subdivision." The division of land into five or more lots, tracts, parcels, sites or divisions for the purposes of sale or lease and includes all resubdivision of land.

~~16.CCC.~~ "Suspended solids." The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

T. Words and Phrases beginning with "T".

1. "Two-Family Development." Any lot on which 2 dwellings are located or intended to be located. This includes developments involving accessory dwelling units.

U. Words and Phrases beginning with "U".

~~1.LLDDD.~~ "User" or "industrial user." A source of indirect discharge.

V. [Reserved.]

W. Words and Phrases beginning with "W".

~~1.MMMEEE.~~ "Wastewater." Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~2.NNNFFF.~~ "Wastewater treatment plant" or "treatment plant." That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

~~3.00000000~~ "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

13.08.060 Certain facilities prohibited.

Except as provided in this chapter, it is unlawful to construct or maintain any on-site sewage system, including but not limited to privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage or industrial wastes.

13.08.070 ~~Connection with public sewer required—Appeal procedure~~ Public Sewer—Requirement to Connect Wastewater Disposal Options.

~~The owner of any dwelling used for human occupancy, employment, recreation or other purposes situated on property within the city and abutting on any street, alley or right-of-way in which there is now located or in the future is located a public sanitary sewer of the city, is required at his expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer, either by gravity or with approved pumping facilities, in accordance with the provisions of this chapter, within 90 days after the date of official notice to do so; provided, that such public sewer is available to or on the property and/or at a property line of such property and the structures or buildings are within 300 feet of the public sewer. In the event that, during such period of 90 days, such owner files his written objections with the city against so being required to install such facilities, the provisions of this section shall not be enforced upon such owner until the city council shall have, at a meeting thereof, heard such objections of such owner, and rendered its decision thereon. Such meeting shall be held not less than ten days or more than 45 days after the date of the filing of such objections. Not less than seven days prior to the date set for such meeting, the city council shall give due notice of the date set therefor to such owner. The decision of the city council shall be final and no appeal shall be taken therefrom by such owner except as is provided by law.~~

A. Compliance Required. The owner of any lot which generates sewage or industrial wastes within the city must, at their own expense, install suitable toilet and/or wastewater facilities and comply with Table 13.08.070-1.

Table 13.08.070-1: Sewage and Wastewater Disposal Options		
	Public Sewer Available	Public Sewer Not Available
New Development		
<u>Commercial or Industrial</u>	<u>Connect to public sewer</u>	<u>Extend and connect to public sewer</u>
<u>Subdivision</u>	<u>Connect to public sewer</u>	<u>Extend and connect to public sewer</u>
<u>Short Plat Subdivision</u>	<u>Connect to public sewer</u>	<u>Install OSS^{1,2,3}</u>
<u>Multi-Family, Not Owner-Occupied</u>	<u>Connect to public sewer</u>	<u>Extend and connect to public sewer</u>
<u>Multi-Family, Owner-Occupied</u>	<u>Connect to public sewer</u>	<u>Install OSS³</u>
<u>Two-Family</u>	<u>Connect to public sewer</u>	<u>Install OSS³</u>
<u>Single-Family</u>	<u>Connect to public sewer</u>	<u>Install OSS³</u>
[OR]		
<u>Residential Development of All-Types</u>	<u>Connect to public sewer</u>	<u>Install OSS³</u>
Alteration of Existing Development	Public Sewer Available	Public Sewer Not Available

<u>Alteration of any Commercial, Industrial, or Multi-Family development type which necessitates expansion of existing OSS</u>	<u>Connect to public sewer</u>	<u>Continue use of existing OSS³</u>
<u>Alteration of any Single-Family or Two-Family development type which necessitates expansion of existing OSS</u>	<u>Continue use of existing OSS⁴</u> <u>or</u> <u>Connect to public sewer⁴</u>	<u>Continue use of existing OSS³</u>
<u>Conversion of any Single-Family development to a Two-Family development which necessitates expansion of existing OSS</u>	<u>Continue use of existing OSS⁴</u> <u>or</u> <u>Connect to public sewer⁴</u>	<u>Continue use of existing OSS³</u>
<u>Alteration of any development type which does not necessitate expansion of existing OSS</u>	<u>Continue use of existing OSS⁴</u> <u>or</u> <u>Connect to public sewer⁴</u>	<u>Continue use of existing OSS</u>
<u>Existing Development</u>	<u>Public Sewer Available</u>	<u>Public Sewer Not Available</u>
<u>All Development Types</u>	<u>Continue use of existing OSS⁴</u> <u>or</u> <u>Connect to public sewer⁴</u>	<u>Continue use of existing OSS</u>
<p><u>1 – All short plat subdivisions shall demonstrate how public sewer service can be made available to all lots within the division.</u></p> <p><u>2 – When sewer becomes available to any lot within a short plat subdivision approved after the effective date of this ordinance, it shall be deemed available to all lots within said short plat subdivision.</u></p> <p><u>3 – Installation or expansion of an OSS will not be approved unless the lot owner agrees to pay a proportionate share of the cost to make sewer available to the property.</u></p> <p><u>4 – The lot is eligible for a connection incentive under SMC 13.08.076-----Something about SDC waivers/monthly bills/phase-in (50% of base rate for first 3 years. 100% of base rate thereafter)</u></p>		

B. Exceptions. The following exceptions are permitted to the requirements of Table 13.08.070-1: Sewage and Wastewater Disposal Options:

1. The installation, modification, and continued use of an OSS is also subject to the controls adopted by the county or state health officials.
2. Any lot to which public sewer is not available has the option to extend and connect to public sewer.
3. Lots granted relief after appeal under SMC 13.08.078.

13.08.072 Sewer System Stand-By Fee.

A sewer system stand-by fee shall be charged to the owner of any lot to which public sewer service is available but which continues to use an existing OSS. The amount of the fee shall be established and periodically adjusted by resolution of the City Council. Payment of the fee shall commence beginning 90 days after the date of the official notice issued by the director under SMC 13.08.074(A).

13.08.074 Public Sewer Availability— Notification, Response.

- A. Notification. Whenever the sewage and wastewater disposal options for a lot change, the director shall send a notice to the lot owner informing them of their options under SMC Table 13.08.070-1, including the permissible exceptions thereto, and date the commencement date of the sewer service stand-by fee imposed under SMC 13.08.072.
- B. Response Required. Within 90 days of the date of the notice of the official notice issued by the director, the lot owner shall inform the City of their intent to comply with SMC 13.08.070.

1. Whenever connection to the public sewer system is the only option available under SMC Table 13.08.070-1, the lot owner shall connect all wastewater facilities directly with the public sewer. Connection shall be made within 90 days of their response to the official notice, comply with all applicable standards, and be made at no expense to the City.
2. Whenever a lot owner has the option to connect to the public sewer system or continue use of an existing OSS, the lot owner shall respond with a statement of intent notifying the city of the option they select.

C. Connections. Where compliance with SMC Table 13.08.070-1 results in a connection to the public sewer system, the connection shall be made, either by gravity or with approved pumping facilities, in accordance with the provisions of this chapter and the Stevenson Engineering Standards.

13.08.076 Optional Connection to Public Sewer—Connection Incentive.

- A. If, within 90 days after the date of the official notice issued by the director under SMC 13.08.074(A), a lot owner submits a notice of intent to connect to public sewer under SMC 13.08.074(B)(2), the lot is eligible for waiver of the wastewater system development charge and reduction of the sewer stand-by fee established in SMC 13.08.072. Eligibility for these incentives is as follows:
1. The wastewater system development charge will be waived if connection to the public sewer system is made within 3 years of the official notice issued by the director.
 2. A 50% reduction of the sewer stand-by fee will be authorized, provided the lot owner records with the Skamania County Auditor a fully executed agreement to pay for the back-billing of the entire amount of the reduced fees, if connection to the public sewer system is not made within 3 years of the official notice issued by the director. Said agreement shall be reviewed for acceptability by the City Attorney and run with the land.
- B. If, within 90 days after the date of the official notice issued by the director under SMC 13.08.074(A), no statement of intent is provided under SMC 13.08.074(B)(2) and if no connection to the public sewer system is made within 3 years of the date of the official notice issued by the director, no connection incentive shall be available to the lot.

13.08.078 Connection with public sewer required—Appeal.

- A. Appeal Authorized. When compliance with SMC Table 13.08.070-1 requires connection to the public sewer system, a lot owner may file ~~written objections with the city against so being required to install such facilities, the provisions of SMC 13.08.070~~ ~~this section shall not be enforced upon such owner until the city council shall have, at a meeting thereof, heard such objections of such owner, and rendered its decision thereon. Such meeting shall be held not less than 10ten days or more than 45 days after the date of the filing of such objections. Not less than 7seven days prior to the date set for such meeting, the city council shall give due notice of the date set therefor to such owner. The decision of the city council shall be final and no appeal shall be taken therefrom by such owner except as is provided by law.~~
- B. Timeliness. Appeals are timely if received by the director within 90 days after the date of the official notice issued by the director under SMC 13.08.074(A) or within 90 days of the date of such other notice issued by the director citing a requirement to connect to the public sewer system under SMC Table 13.08.070-1.
- C. Review Criteria. The City Council may, at its sole discretion, grant or deny relief upon appeal. Factors for consideration may include and are not limited to:
1. Whether or not the length of the building sewer or sizing of pumping facilities necessary to connect to public sewer present a financial hardship for the appellant. For the purposes of this subsection, “financial hardship” means an unrecoverable cost equal to or exceeding 20 percent of the fair market value of the building site with sewer facilities installed, or if the property is already developed, 20 percent of the fair market value of the building and building site with sewer facilities installed.

2. Whether or not the appellant has requested and been denied a latecomer reimbursement agreement for the cost of extending public sewer, provided extension is necessary.

3. Whether or not the lot owner is willing to enter into a ULID no-protest or other agreement to pay a proportionate share of future extension of the public sewer system.

4. Whether or not development on the lot is owner occupied or used for nonprofit purposes.

5. Whether or not the use or density of development on the lot is consistent with adopted city plans.

6. Whether or not the OSS has been inspected and found to be of suitable size and condition.

7. Whether or not there is evidence of water quality degradation in a nearby potable water well or watercourse.

D. Recording. When the decision of the City Council is contingent on an agreement by the lot owner, The lot owner shall record fully executed agreements with the Skamania County Auditor's Office.

13.08.080 Connection with public sewer—Permit, ~~bond~~ required.

A. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the director.

~~B. No plumbing contractors shall be allowed to make connections of private sewers to the sewage works of the city on behalf of any owners of property therein without first posting with the city a bond in the sum of one thousand dollars indemnifying the city and the inhabitants thereof against any loss or damage which the city or the inhabitants thereof might suffer by reason of the actions of such contractors in making such connections.~~

13.08.090 Connection with public sewer—Building sewers.

A. Where existing buildings are too low to be served by gravity to an available sewer, and when ~~ordered by the city to required to~~ connect to ~~an available public~~ sewer as stipulated under ~~Section SMC~~ 13.08.070, the owner will install a unit to pump sewage into the available sanitary sewer system. The owner shall operate and maintain private sewage pumping facilities in a sanitary manner at all times, at no expense to the city.

B. Old building sewers may be used in connection with new buildings, or new building sewers only when they are found to meet all requirements of the Stevenson Engineering Standards~~this chapter~~.

~~C. Standards and Specifications:~~

~~1. The size and slope of the building sewer shall be subject to the approval of the director, but in no event shall the diameter be less than four inches. The slope of such four-inch pipe shall not be less than one-quarter inch per foot, unless approved by the director. In no case shall the slope of four-inch pipe be less than one-eighth inch per foot. A minimum of 18 inches of cover shall be maintained over the top of the service pipe at all times.~~

~~2. The building sewer shall be laid at uniform grade and in straight alignment insofar as is possible. Changes in direction shall be made only with curved pipe no greater than 45-degree bends. All pipe shall be laid on a four-inch granular base of three-fourths minus rock, pea gravel, sand or combination thereof.~~

~~3. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.~~

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- ~~4. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.~~
 - ~~5. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the director. No backfilling of the trench shall be done until receipt of written approval from the director.~~
 - ~~6. All joints and connections shall be made gastight and watertight.~~
- ~~D. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation.~~

13.08.100 Industrial user surveys.

The city is obligated under federal law to identify all users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such users. To satisfy this requirement, the Director will categorize all users as either "standard user" or "categorical industrial user". To ensure proper categorization, all sources of non-domestic discharges to the POTW must, upon request of the Director, periodically complete an industrial user survey form. Proper completion of survey requirements is a condition of initial and continued discharge to the public sewer system. Users failing to fully comply with survey requirements within 30 days shall be subject to all enforcement measures authorized under this chapter including termination of service. The director is authorized to prepare several forms for this purpose and require completion of the particular form which the director determines appropriate to provide the information needed to categorize each user. The director shall be authorized to categorize each user, provide written notice of a user's categorization and what it means, and revise this categorization at any time.

~~13.08.110 Private system—Required when.~~

~~Where a public sanitary or combined sewer is not available under the provisions of SMC 13.08.070, the building sewer shall be connected to a private sewage disposal system.~~

~~13.08.120 Private system—Construction—Permit required—Application.~~

~~Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the director. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the director. The appropriate permit and plan check fee shall be paid to the city at the time the application is filed.~~

~~13.08.130 Private system—Inspection requirements.~~

~~A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the director. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the director when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the director.~~

13.08.140 Private On-Site Sewage System—Compliance with state standards required.

A. The type, capacities, location and layout of an private on-site sewage disposal system shall comply with all recommendations and requirements of the Washington county or state health officials Department of Ecology and the county sanitarian.

B. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

13.08.142 Administrative Appeal of Health Official Requirement to Connect.

- A. Appeal Authorized. When compliance with the requirements of county or state health officials results in connection to the public sewer system which is not already required by SMC Table 13.08.070-1, a lot owner may file written objections with the director against said requirement from county or state health officials, said requirement shall not be enforced upon such owner until the director shall have heard such objections of such owner, and rendered a decision thereon. Such meeting shall be held not less than 10 days or more than 45 days after the date of the filing of such objections. Not less than 7 days prior to the date set for such meeting, the director shall give due notice of the date set therefor to such owner and the relevant county or state health officials. The decision of the director shall be final and no appeal shall be taken therefrom by such owner except as is provided by law.
- B. Timeliness. Appeals are timely if received by the director within 90 days after the date of the official notice issued by the county or state health official citing a requirement to connect to the public sewer system.
- C. Review Criteria. The director shall grant relief upon appeal only when the following criteria are satisfied:
1. The length of the building sewer or sizing of pumping facilities necessary to connect to public sewer presents a financial hardship for the appellant. For the purposes of this subsection, "financial hardship" means an unrecoverable cost equal to or exceeding 20 percent of the fair market value of the building site with sewer facilities installed, or if the property is already developed, 20 percent of the fair market value of the building and building site with sewer facilities installed.
 2. The appellant has requested and been denied a latecomer reimbursement agreement for the cost of extending public sewer.
 3. The lot owner is willing to enter into a ULID no-protest or other agreement to pay a proportionate share of future extension of the public sewer system.
 4. Development on the lot is owner occupied or used for nonprofit purposes.
 5. The use or density of development on the lot is consistent with adopted city plans.
 6. The OSS has been inspected and found to be of suitable size and condition.
 7. There is no evidence of water quality degradation in a nearby potable water well or watercourse.
- D. Recording. When the decision of the director is contingent on an agreement by the lot owner, The lot owner shall record fully executed agreements with the Skamania County Auditor's Office.

13.08.150 Private system—Connection with public sewer required when—Abandonment of private facilities.

At such time as a lot connects to the public sewer system, becomes available to a property served by a private sewage disposal system, as provided in SMC 13.08.070, a direct connection shall be made to the public sewer in compliance with this chapter, and any existing septic tanks, cesspools and similar private sewage disposal facilities not utilized in an approved pumping facility shall be abandoned according to the requirements of county or state health officials. ~~Septic tanks shall be pumped free of sewage. Septic tanks not constructed of concrete shall be removed or opened and filled with soil or gravel. Cesspools and similar private disposal facilities shall be filled with soil or gravel.~~

13.08.160 ~~Private-On-Site Sewage Ssystem—Permitting, Inspection, and MMaintenance~~ requirements.

- A. Where a public sanitary or combined sewer system is not available under the provisions of SMC 13.08.070, the building sewer shall be connected to a private on-site sewage disposal system.
- B. Before commencement of construction, expansion, replacement, or repair of an on-site private sewage disposal system the owner shall first obtain a written permit signed by the director. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the director. The appropriate permit and plan check fee shall be paid to the city at the time the application is filed.
- C. A permit for a private on-site sewage disposal system shall not become effective until the installation is completed to the satisfaction of the director. ~~He~~They shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the director when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the director.

~~A-D.~~ The owner shall operate and maintain private sewage disposal or pumping facilities in a sanitary manner at all times, at no expense to the city.

13.08.170 Provisions not to limit additional requirements.

No statement contained in [this Chapter SMC 13.08.110 through 13.08.160](#) shall be construed to interfere with any additional requirements that may be imposed by county or state health officials.

13.08.210 Prohibited discharge standards.

- A. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- B. Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

 1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair or are in any way injurious to the operation of the system or operating personnel. This includes waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21.
 2. Wastewater having a pH less than 5.0 or more than 11.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. Discharges outside this pH range may be authorized by a permit issued by the city pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH.
 3. Solid or viscous substances in amounts which may cause obstruction to the flow in the sewer or other interference with the operation of the system. In no case shall solids greater than one-quarter inch (0.64 cm) in any dimension be discharged.
 4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.

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5. Wastewater having a temperature which will interfere with the biological activity in the system, has detrimental effects on the collection system, or prevents entry into the sewer. In no case shall wastewater be discharged which causes the wastewater temperature at the treatment plant to exceed 104 degrees F (40 C).
 6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
 7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 8. Trucked or hauled pollutants.
 9. The following are prohibited unless approved by the director under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment sewage flows due to septic conditions. (As required under WAC 173-216-050)
 - a. Non-contact cooling water in significant volumes.
 - b. Stormwater, or other direct inflow sources.
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the system.
 10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
 11. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit.
 12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations.
 13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the director.
 14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 15. Medical wastes, except as specifically authorized by the director in a wastewater discharge permit;
 16. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
 17. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 18. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 300 mg/l, or total petroleum hydrocarbon concentrations of no more than 100 mg/l.
 19. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than ten percent or any single reading over 20 percent of the lower explosive limit based on an explosivity meter reading.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

13.08.220 National categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405—471 are hereby incorporated.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, Ecology may impose equivalent concentration or mass limits in accordance with SMC 13.08.220.D and 13.08.220.E (see 40 CFR 403.6(c)).
- B. When categorical pretreatment standards are expressed in terms of a mass of pollutant which may be discharged per unit of production, Ecology may either impose limits based on mass or equivalent effluent concentrations. The user must supply appropriate actual or projected long-term production rates for the unit of production specified in order to facilitate this process. (See 40 CFR 403.6(c)(2))
- C. Ecology may permit wastewater subject to a categorical pretreatment standard to be mixed with other wastewaters prior to treatment. In such cases, the user shall identify, in their permit application, all categorical wastestreams and provide sufficient information on each non-categorical wastestream to determine whether it should be considered dilute for each pollutant. Absent information showing that non-categorical wastestreams contain the pollutant in question at levels above that of the supply water, such wastestreams shall be considered dilute. In such situations, Ecology shall apply the combined wastestream formula as found at 40 CFR 403.6(e) to determine appropriate limits.
- D. When a categorical pretreatment standard is expressed only in terms of pollutant concentrations, an industrial user may request that Ecology convert the limits to equivalent mass limits. Ecology may establish equivalent mass limits if the industrial user meets all of the conditions set forth below.
 - 1. To be eligible for equivalent mass limits, the industrial user must submit information with its permit application or permit modification request which:
 - a. Shows it has a pretreatment system which has consistently met all applicable pretreatment standards and maintained compliance without using dilution.
 - b. Describes the water conserving practices and technologies it employs, or will employ, to substantially reduce water use during the term of its permit.
 - c. Includes the facility's actual average daily flow rate for all waste streams from continuous effluent flow metering.
 - d. Determines an appropriate unit of production, and provides the present and long-term average production rates for this unit of production.
 - e. Shows that long term average flow and production are representative of current operating conditions.
 - f. Shows that its daily flow rates, production levels, or pollutant levels do not vary so much that equivalent mass limits would be inappropriate.
 - g. Shows the daily and monthly average pollutant allocations currently provided based on the proposed unit of production.
 - 2. An industrial user subject to equivalent mass limits must:
 - a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits.
 - b. Continue to record the facility's flow by continuous effluent flow monitoring.
 - c. Continue to record the facility's production rates.

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- d. Notify Ecology if production rates are expected to vary by more than 20 percent from the baseline production rates submitted according to SMC 13.08.220(D)(1)(d). Ecology may reassess and revise equivalent limits as necessary to reflect changed conditions.
 - e. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to SMC 13.08.220(D)(1)(b) so long as it discharges under an equivalent mass limit.
3. Equivalent mass limits:
- a. Will not exceed the product of the actual average daily flow from regulated process(es) of the user and the applicable concentration-based daily maximum and monthly average standards (and the appropriate unit conversion factor).
 - b. May be reassessed and the permit revised upon notification of a revised production rate, as necessary to reflect changed conditions at the facility; and
 - c. May be retained in subsequent permits if the user's production basis and other information submitted in SMC 13.08.220(D)(1) is verified in their reapplication. The user must also be in compliance with SMC 13.08.953 regarding the prohibition of bypass.
- E. Ecology may convert the mass limits of the categorical pretreatment standards of 40 CFR Parts 414 (organic chemicals), 419 (petroleum refining), and 455 (pesticide formulating, packaging and repackaging) to concentration limits in permits for such users. In such cases, the director will document the basis and the determination that dilution is not being substituted for treatment in the permit fact sheet.
- F. Ecology must make the documentation of how any equivalent limits were derived (concentration to mass limits or vice versa) publicly available.
- G. Once incorporated into its permit, the user must comply with the equivalent limits in lieu of the categorical standards from which they were derived.
- H. The same production and flow estimates shall be used in calculating equivalent limits for the monthly (or multiple day average) and the maximum day.
- I. Users subject to permits with equivalent mass or concentration limits calculated from a production based standard shall notify the director if production will significantly change. This notification is required within two business days after the user has a reasonable basis to know that that production will significantly change in the next calendar month. Users who fail to notify the director of such anticipated changes must meet the more stringent of the equivalent limits or the user's prior limits.

13.08.230 State pretreatment standards.

Washington State pretreatment standards and requirements, located at Chapter 173-216 WAC, were developed under authority of the Water Pollution Control Act, Chapter 90.48 RCW and are hereby incorporated. The version incorporated is the version current as of the date of the latest revision or version of this ordinance, or amendment thereto. All waste materials discharged from a commercial or industrial operation into the POTW must satisfy the provisions of Chapter 173-216 WAC. In addition to some slightly more stringent prohibitions, (merged with SMC 13.08.210), the following provisions unique to Washington State are required by this chapter for discharges to a POTW:

- A. Any person who constructs or modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. Sources of non-domestic discharges shall request approval for such plans through the Department of Ecology. To ensure conformance with this requirement, proof of the approval of such plans and one copy of each approved plan shall be provided to the director before commencing any such construction or modification.

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- B. Users shall apply to Ecology for a permit at least 60 days prior to the intended discharge of any pollutants other than domestic wastewater or wastewater which the director has determined is similar in character and strength to normal domestic wastewater with no potential to adversely affect the POTW. (173- 216-050(1)). Users shall provide proof of compliance with this requirement together with a duplicate permit application to the director prior to commencing the new or changed discharge.
 - C. All significant industrial users must apply for and obtain a permit from ecology prior to discharge.
 - D. All users shall apply all known, available, and reasonable methods to prevent and control waste discharges to the waters of the state (AKART). The director may determine individually or categorically what represents AKART for a user or category of users. (173-216-050(3)).
 - E. Discharge restrictions of Chapter 173-303 WAC (Dangerous Waste) shall apply to all Users. (Prohibited discharge standards have been merged with Federal prohibitions in SMC 13.08.210).
 - F. Claims of confidentiality shall be submitted for all information which the user desires confidentiality according to procedures at WAC 173-216-080. Information which may not be held confidential includes the: Name and address of applicant, description of proposal, the proposed receiving water, receiving water quality, and effluent data. Claims shall be reviewed based on the standards of WAC 173-216-080, Chapter 42.17 RCW, Chapter 173-03 WAC, and RCW 43.21A.160.
 - G. Persons applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading shall publish notice for each application in the format provided by Ecology unless Ecology provides a written waiver of the requirement. Such notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
 - 1. The name and address of the applicant and facility/activity to be permitted.
 - 2. A brief description of the activities or operations which result in the discharge.
 - 3. Whether any tentative determination which has been reached with respect to allowing the discharge,
 - 4. The address and phone number of the office of the Director where persons can obtain additional information.
 - 5. The dates of the comment period (which shall be at least 30 days),
 - 6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
 - H. Ecology may require the applicant to also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the Ecology determines there is sufficient public interest they shall hold a public meeting following the rules of WAC 173-216-100. The director may require users not subject to Ecology permits to provide public notice for a contract, discharge authorization, coverage by local BMPs, food service establishment, or others regulated under authority of this chapter.
 - I. Permit terms shall include, wherever applicable, the requirement to apply all known, available, and reasonable methods of prevention, control, and treatment.
 - J. All required monitoring data shall be analyzed by a laboratory registered or accredited under the provisions of Chapter 173-50 WAC, except for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.
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13.08.240 Local limits.

- A. The director may establish local limits pursuant to 40 CFR 403.5(c).
- B. The following pollutant limits are established to protect against pass through and interference and reflect the application of reasonable treatment technology. No person shall discharge wastewater in excess of the following daily maximum limits if the total mass discharged would exceed that contained in 1,000 gallons at the below limit (see column to the right of each pollutant concentration limit). The director may require flow monitoring or determine appropriate flows to use in making this estimation.
- C. The below limits apply at the point where the wastewater is discharged to the POTW. Ecology may impose mass limits in addition to concentration-based limits.
- D. Users discharging BOD, TSS, or ammonia in excess of the concentration limits by more than the threshold amount must both receive authorization from the director and pay applicable fees (usage, and impact fees) for this loading. Users in excess of this threshold amount shall be subject to the terms of the high strength surcharge program. They shall also be liable for capacity and treatment surcharges assessed by the director under the authority of this chapter up to the "ceiling" loading limit established by written authorization of the director.
- E. Users shall be subject to "instantaneous limits" (as determined by a grab sample) of equal to twice the below "daily maximum" concentrations for any pollutant for which a composite sample is required in a permit. This provision is inapplicable to users without permits, or without the permit requirement to collect a composite sample for the analyte in question.

CONVENTIONAL SURCHARGE POLLUTANT LIMITS

Conc.	Parameter:	Threshold Amount:
300 mg/l	BOD ₅	2.5 lb/d
300 mg/l	total suspended solids	2.5 lb/d
60 mg/l	ammonia	0.5 lb/d

PROTECTION OF SEWER LINE BLOCKAGE

Conc.	Parameter:	Threshold Amount:
300 mg/l	Oil and grease of animal or vegetable origin*	Any amount

*(Or compliance with the BMPs established by the director for food service establishments as an alternative to numerical standards where such BMPs have been established and the user can document compliance with them, such as the grease trap program)

PROTECTION AGAINST CORROSION, PASS THROUGH, & INTERFERENCE

Conc.	Parameter:	Threshold Amount:
50 mg/l	hydrocarbon based oil/grease	Any amount
0.5 mg/l	sulfides (H ₂ S vapor toxicity threshold)	.004 lb/d
50.0 mg/l	sulfates	.004 lb/d
1,000 mg/l	total chloride	8 lb/d
5,000 mg/l	total dissolved solids	40 lb/d
1,000 mg/l	total organic solvents (incl. alcohols)	8 lb/d
5.0 su	Minimum pH in Standard Units	

11.0 su	Maximum pH in Standard Units	
10% reduction in effluent UV transmissivity (per cm at 254 nm wavelength)		
10% decrease in the maximum effluent concentration which has no observable detrimental effect (NOEC) in any whole effluent toxicity test.		

- F. The director may use contracts to establish ceiling limits, monitoring and reporting requirements, and charges applicable to the discharge of compatible pollutants to the POTW.
- G. The director may establish and require BMPs for any category of user or type of industrial process which creates a non-domestic waste stream for which Ecology has declined to issue an individual permit. Such requirements may be applied either in lieu of or in addition to the local limits of SMC 13.08.240. BMPs may also include alternative limits which may be applied at the end of a specific process or treatment step instead of at the combined effluent. Such BMPs shall be superseded by an Ecology permit should one be issued.
- H. The construction, maintenance and performance standard of any pretreatment facility must comply with current applicable codes, especially SMC 17.25.110 C(1)(b) regarding the emission of offensive odors.

13.08.250 City's right of revision.

The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

13.08.260 Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limit unless expressly authorized by an applicable pretreatment standard or requirement. The director may impose mass limitations on users where deemed appropriate to safeguard against the use of dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

13.08.270 Grease, oil and sand traps/interceptors—Requirements.

- A. Grease, oil and sand traps/interceptors, or GRD's (grease removal devices) shall be provided, when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients, except that such GRD's shall not be required for private living quarters. This includes all food service establishments, beverage providers, and food trucks or trailers that are connected to a public sewer. All GRD's shall be of a type and capacity approved by the director and shall be located so as to be readily and easily accessible for cleaning and inspection, and shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- B. Non-compliance is described as when F.O.G. accumulation reaches 25 percent of the capacity of the GRD, or when F.O.G. is witnessed leaving the device.
- C. Fines for non-compliance may be imposed if there is a failure to properly maintain the GRD.
 - 1. First violation—\$150.00
 - 2. Second violation—\$350.00
 - 3. Third violation—\$700.00
 - 4. Fourth and every additional violation—\$1,400.00
- D. In addition to the fines imposed, a business that violates the requirements of the FOG program twice in twelve consecutive months, will be moved to the next highest BOD strength category as defined in the

wastewater rate ordinance. The business will stay in that category until they receive two consecutive passing inspections.

- E. If a business violates three times within twelve consecutive months, they will be moved up two BOD strength categories. The business will stay in that category until they receive three consecutive passing inspections.
- F. If a business violates four times within twelve consecutive months, they will be moved to the highest BOD strength category. The business will stay in that category until they receive four consecutive passing inspections.

13.08.280 Establishment of the preferred pumper program.

The preferred pumper program consists of companies that are approved by the city of Stevenson for grease trap/interceptor maintenance. These companies will come to your establishment on a regular schedule, clean your grease trap, then send a report to the city for verification of maintenance. If you decide to use a preferred pumper, the city inspector will only visit your facility once per year, if you prefer to self-clean your GRD, then a city inspector will visit your facility a minimum of four times per year.

13.08.310 Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in SMC 13.08.210 within the time limitations specified by EPA, the state, or the director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense, and satisfy state requirements for review and approval of plans for wastewater facilities as described in SMC 13.08.230. Such plans (engineering report, plans and specifications, and operation and maintenance manuals) shall be submitted as required by Chapter 173-240 WAC to either the director or the Department of Ecology for review, and users shall obtain and provide the approval to the director prior to construction. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of complying with this chapter, local building codes, or from the requirement to modify such facilities if needed to meet their permit or produce a discharge acceptable to the city under the provisions of this chapter.

13.08.315 Deadline for compliance with applicable pretreatment requirements.

- A. Existing sources covered by one or more categorical pretreatment standards shall comply with such standards within three years of the date the standard is effective unless the pretreatment standard includes a more stringent compliance schedule. Ecology shall establish a final compliance deadline date for any existing user not covered by categorical pretreatment standards or for any categorical user when the local limits for the user are more restrictive than EPA's categorical pretreatment standards.
- B. New sources and new users shall comply with applicable pretreatment standards within the shortest feasible time, but in no case shall time exceed 90 days from the beginning of discharge. Prior to commencing discharge, such users shall install and start-up all pollution control equipment required to meet applicable pretreatment standards.

13.08.320 Additional pretreatment measures.

- A. The director may require users to reduce or curtail certain discharges to the sewer, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and take all other measures to protect the POTW and determine the user's compliance with the requirements of this chapter. This includes the curtailment of any device used to dispose of what might otherwise be solid waste down the sewer by grinding.

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- B. The director, based on the determination that a device is necessary for implementation of pretreatment requirements, may require any user to install and maintain, on their property and at their expense the following devices:
1. A sample taking facility accessible to the director.
 2. A suitable storage and/or flow equalization tank.
 3. Grease, oil, and/or grit interceptors.
 4. An approved combustible gas detection meter.
 5. Flowmeter with 24-hour totalizer.
- C. Users installing any of the above devices shall ensure they are of the type and capacity identified in volume/chapter/section of the Stevenson Engineering Standards or otherwise approved by the director, meet applicable building and plumbing codes, and conform to any separate requirements established by the city. Users shall locate units in areas easily accessible for cleaning and inspection by representatives of the director. Users shall be responsible for all periodic inspection, cleaning, and repair of such devices.
- D. Retrofit of User Facilities. Users may be required to retrofit facilities which were constructed prior to the adoption of the ordinance codified in this chapter. The requirement to retrofit shall be on a case-by-case basis, as determined by the director for compliance with city, state and federal regulations. The director may require installation of grease interceptors, grease traps or other pretreatment facilities for those facilities that violate discharge prohibitions and supplemental limitations as set forth in this chapter. In all cases, existing food service users that have a Type 1 hood exhaust system shall be required to retrofit with an approved grease trap or interceptor that is sized in accordance with the current Uniform Plumbing Code and its appendices. In deciding whether to require a user to retrofit their facilities, the director shall take into account all relevant circumstances, including but not limited to, the extent of potential harm caused by the discharge, the magnitude and duration of the discharge, economic detriment to the user, corrective actions by the user, the compliance history of the user, and any other relevant factors. Grease interceptor or grease trap size shall be determined in accordance with the Uniform Plumbing Code and any other requirements by the city as set forth herein at the time the user is notified that facility modifications are required. Sizing of grease traps or interceptors will be reviewed and may be modified at the request of the local sewer jurisdiction. All costs incurred in retrofitting a user's facility shall be the sole responsibility of the user.

13.08.330 Accidental discharge/slug discharge control plans.

The director may require any User to develop and implement an accidental discharge/slug discharge control plan and take other actions the director believes are necessary to control discharges which may be caused by spills or periodic non-routine activities. Where a user has an Ecology permit that requires such a plan, the user shall provide a copy to the director and notify the director as well as Ecology of any discharge required to be reported by that plan. Accidental discharge/slug discharge control plans shall include at least the following:

- A. A description of all discharge practices, including any non-routine batch discharges such as from cleaning, replenishment, or disposal;
- B. A description of all stored chemicals, disclosing all ingredients in formulations which could violate a discharge prohibition if discharged to the sewer;
- C. The procedures for immediately notifying the director of any accidental or slug discharge, as required by SMC 13.08.660; and
- D. The procedures that will be taken to prevent the occurrence or adverse impact from any accidental or slug discharge. Such procedures shall address the inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

13.08.340 Public sewer construction—Permit required—Exception.

No person shall construct, extend or connect to any public sewer without first obtaining a written permit from the city and paying all fees and connection charges and furnishing bonds as required in Sections 13.08.080 and 13.08.370. The provisions of this section and Sections 13.08.350 through 13.08.390 requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the city.

13.08.350 Public sewer construction—Permit application requirements.

The application for a permit for public sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the city, prepared by a registered civil engineer showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by an authorized representative of the city who shall within ten days approve them as filed or require them to be modified as ~~he~~they may deem necessary.

13.08.360 Public sewer construction—Compliance with standards.

All sewer work plans, specifications and construction procedure shall conform to city standards and regulations. These standards will be as contained in the contract documents for the construction of the sewage collection and treatment facilities for the city, dated January, 1971, or any standard and regulation that the city shall subsequently adopt.

13.08.370 Public sewer construction—Bond requirements.

Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the city a performance bond, or cash deposit in the amount of the total estimated cost of the work. Such performance bond, or cash deposit, shall be conditioned upon the performance of the terms and conditions of the permit, and, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one year from and after the date of acceptance of the work by the city.

13.08.380 Public sewer construction—Reimbursement for certain extensions.

Except as provided, the extension of the public sewerage facilities to serve any parcel or tract of land shall be done by and at the expense of the owner. The size of all sewer mains and other sewerage facilities shall be as required by the city. An installer of a sewer line who is required by the city to lay sewer pipe larger than that required for his own purposes, to accommodate other users, will be reimbursed by the city for the difference in cost between the size of line installed and that which would be required for his own use.

13.08.390 Public sewer construction—Special reimbursement agreements.

Where special conditions exist in the opinion of the city relating to any reimbursement agreement pursuant to the provisions of this chapter, the city may, either in addition to or in lieu of any of the provisions of this chapter, authorize a special reimbursement contract between the city and the person or persons constructing public sewerage facilities. Such special reimbursement agreement shall be made and entered into prior to the issuance of a permit for the work by the city.

13.08.400 Damaging sewer works prohibited.

No person, or persons, shall unlawfully, maliciously, willfully or, as the result of gross negligence on his or their part, break, damage, destroy, uncover, deface or tamper with any structure, facility, appurtenance or equipment which is a part of the sewage works.

13.08.410 Wastewater discharge permit requirement.

- A. No user categorized by the director as a significant industrial user shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit or, where applicable, a general permit from Ecology. An existing user newly categorized by the director as a significant industrial user that has filed a timely application pursuant to SMC 13.08.420 with Ecology, and whose application has not been found deficient by Ecology, may continue to discharge unless and until notified otherwise by Ecology or the director.
- B. The director may require all other users to apply for a wastewater discharge permit from Ecology, to provide proof to the director of having made this application, to meet the limits and requirements of this ordinance, or to implement best management practices at the direction of the director to carry out the purposes of this chapter. For example, a wastewater discharge permit may be required solely for flow equalization.
- C. Any failure to complete the required survey form, apply for and obtain a required permit, or violate the terms and conditions of a wastewater discharge permit, contract, local limit or BMP established by this chapter shall be deemed violations of this ordinance and subject the wastewater discharge permittee to the sanctions set out in SMC 13.08.920 through 13.08.946. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with any other provision of this chapter including enrollment in and payment of surcharges for high strength waste and capacity charges.

13.08.420 Wastewater discharge permitting—Existing connections.

Within 180 days of notice by the city or Ecology that a state waste discharge permit is required for discharge, a user shall submit a state waste discharge permit application to the city for transmittal to Ecology; and by the earliest practicable date, the user shall submit a copy of the permit to the city.

13.08.430 Wastewater discharge permitting—New connections.

Persons wishing to discharge non-domestic wastewater must first complete either a survey form (if they do not expect a permit is needed) or a permit application. Any user identified by the director through the survey as an SIU or otherwise require a state waste discharge permit must file a permit application with Ecology and provide proof of such application to the director. Applications for wastewater discharge permits, in accordance with SMC 13.08.440, must be filed at least 90 days prior to the desired date of discharge, and the discharge permit obtained prior to commencing discharge unless Ecology provides written notification that they do not believe a state waste discharge permit is required.

13.08.440 Wastewater discharge permit application contents.

- A. All users required to obtain a wastewater discharge permit must apply using the form provided by Ecology. Users eligible for coverage under a general permit may request such coverage using an industry specific form if one has been developed (see SMC 13.08.450). Users for which Ecology has declined to issue a permit, but for which the director believed need pretreatment controls, must supply the director the following information that is relevant to the users operation.
 - 1. Identifying information.

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- a. The name and physical address of the facility, the names of the operator/facility manager and owner, and the name and address of the point of contact.
 - b. A description of activities, facilities, and plant production processes on the premises;
 2. A list of any environmental control permits (for example, air emission permits) held by or for the facility.
 3. A description of operations and facilities including:
 - a. A brief description of the operations, average rate of production, and industrial classification (NAICS codes) of the operation(s) conducted on site.
 - b. The number and type of employees and proposed or actual hours of operation.
 - c. The type, amount, rate of production, and process used for each product produced.
 - d. The type and amount of raw materials used (average and maximum rates).
 - e. The raw materials and chemicals to be routinely stored at the facility (including products in rail cars and tank trucks located on site).
 - f. The types of wastes generated on a routine and periodic basis.
 - g. The times and durations when wastes will be discharged.
 - h. A schematic process diagram showing each process step, waste stream, treatment step, internal recycle, and point of discharge to the POTW. This diagram should identify which streams are subject to categorical standards.
 - i. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
 - j. The sampling locations and provisions for monitoring discharges.
 - k. Whether plans for wastewater facilities under Chapter 173-240 WAC have been developed, and their approval status (engineering report, plans and specifications, and an operations and maintenance manual).
 4. Flow data. The average daily and maximum daily flow, in gallons per day, to the POTW from each waste stream. Information shall be complete enough to allow use of the combined wastestream formula per SMC 13.08.220(C) (and 40 CFR 403.6(e)) where applicable.
 5. Pollutant data.
 - a. The categorical pretreatment standards applicable to each regulated process.
 - b. The results of sampling and analysis identifying the nature and concentration, (and mass where required by the standard or the Director), of regulated pollutants in the discharge from each regulated process.
 - c. The estimated peak instantaneous, daily maximum, and long-term average discharge concentrations (and mass) based on the sampling results.
 6. Sampling data to show samples are:
 - a. Representative of daily operations.
 - b. Taken just downstream from pretreatment facilities if such exist, or just downstream of the regulated process(es) if no pretreatment exists.
 - c. Collected as required by SMC 13.08.691.
 - d. Analyzed according to SMC 13.08.691.
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7. Information confirming BMPs. Where standards specify a BMP or pollution prevention alternative, the user must include the information needed by the director or the applicable standard to determine whether BMPs are (or will be) implemented.
 8. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge must include new sampling showing (continued) absence of the pollutant in the raw wastewater and satisfying SMC 13.08.640(B).
 9. Any request to be covered by a general permit shall satisfy SMC 13.08.450 (below).
 10. Any other information deemed necessary by the Director to evaluate the situation and prepare a discharge permit.
- B. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. The director shall be held harmless for delays caused by returned applications.

13.08.450 General permits.

- A. The director may use general permits to control discharges to the POTW from all users that are not SIUs or otherwise permitted by Ecology. Significant users covered by a general permit will be those that the director finds:
1. Involve the same or substantially similar types of operations.
 2. Discharge the same types of wastes.
 3. Require the same effluent limitations or BMPs.
 4. Require the same or similar monitoring (or do not require monitoring).
 5. Are more appropriately controlled under a general permit.
 6. Are not subject to production-based standards, mass limits, or require use of the combined wastestream formula to calculate limits.
- B. To be covered by the general permit, the user must file a written request for coverage. The request must identify contact information, the general permit under which coverage is requesting, and whether any activities other than those for which the general permit were developed are generating wastewater at the facility. The user must also identify where any wastes covered by the general permit are discharged. If the general permit allows a monitoring waiver, the applicant must certify they are eligible for the waiver. The user must also provide any other information the director has requested to properly evaluate the situation.
- C. The director will retain the following for three years after the expiration of the general permit: A copy of the general permit, the fact sheet, each user's request for coverage, and the potw's determination to extend coverage to each user.

13.08.460 Application signatories and certifications.

- A. All survey forms, wastewater discharge permit applications, and user reports must be signed by an authorized representative of the user and contain the certification statement in SMC 13.08.695(A).
- B. Users shall submit a new authorization if the designation of an authorized representative is no longer accurate. This includes when a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company. The user must submit the new authorization prior to or with any reports to be signed by the new authorized representative.
- C. A facility determined to be a non-significant categorical industrial user by Ecology pursuant to SMC 13.08.140 (FF)(3) must annually submit the signed certification statement found at SMC 13.08.695(B).

13.08.470 Wastewater discharge permit decisions.

Any facility identified by the director as potentially being a significant industrial user, must prepare a state waste discharge permit application, obtain the endorsement of the director on that application, and submit this application to Ecology for disposition. The facility shall provide the director any response received from Ecology. The director will determine during this process whether or not to require a contract or impose any other local conditions as authorized by this chapter and may deny or condition any application for a wastewater discharge permit. In addition to conditions imposed by Ecology by letter or permit, the director may require additional safeguards, reports (including plans under Chapter 173-240 WAC), information, or fees for extra strength or capacity as provided for by this chapter.

13.08.510 Wastewater discharge permit duration.

The director may require any discharger to provide a copy of any application or reapplication of a state waste discharge permit whenever such documents are due to Ecology or have been submitted. Where a permit has not been required, or when it does not cover constituents of concern to the POTW, including flow and conventional pollutant strength and loadings, the director may require a discharger to enter into a contract for services stipulating those conditions necessary to protect the POTW and fairly compensate the director for wastewater services being provided to that person.

13.08.520 Wastewater discharge contract contents.

Wastewater discharge contracts will include conditions the director deems reasonably necessary to carry out the goals of the pretreatment program (SMC 13.08.110), federal and state regulations, and the requirements of this chapter.

- A. Wastewater discharge contracts may contain:
1. The permit issuance date, expiration date, and effective date.
 2. A statement that the wastewater discharge permit is nontransferable without prior notification to the city in accordance with SMC 13.08.550, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.
 3. Effluent limits, including best management practices, based on applicable pretreatment standards and requirements to apply AKART (see SMC 13.08.230(I)).
 4. The pollutants to be monitored, and specific monitoring requirements. This includes the sampling location(s), sampling frequencies, and sample types consistent with federal, state, and local law. (See SMC 13.08.230(J)).
 5. Requirements to submit certain reports (as reflected in SMC 13.08.610 through 13.08.695), provide various notifications, keep records, and implement best management practices,
 6. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
 7. Requirements to control slug discharges, including to develop, update, and implement slug discharge control plans (find required content in SMC 13.08.330) where the director determines such plans are important to preventing accidental, unanticipated, or non-routine discharges.
 8. Any monitoring which has been conditionally waived by the director according to SMC 13.08.640(B) but which automatically applies at any time the requirements of the conditional waiver are not met.
 9. Reapplication or renewal requirements.

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- B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:
1. Pretreatment facilities and measures required by SMC 13.08.310, 13.08.320 and 13.08.926.
 2. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
 3. Requirements to install pretreatment technology, pollution controls, or to construct appropriate containment devices to reduce, eliminate, or prevent the introduction of pollutants into the treatment works, ground, or stormwater.
 4. Requirements to develop and implement of waste minimization plans to reduce the amount of pollutants discharged to the POTW.
 5. Requirements to pay charges or fees for discharge to the POTW including high strength, impact and capacity charges.
 6. Requirements to install and maintain inspection and sampling facilities and equipment, including flow measurement devices.
 7. Notice that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit. And
 8. Other conditions as deemed appropriate by the director to ensure compliance with this chapter, and state and federal laws, rules, and regulations.

13.08.530 Contract issuance process.

- A. Public Notice. The director may require users to follow the procedures for public notice found in SMC 13.08.230(G) and 13.08.230(H). The director shall consider and respond to public input as appropriate prior to issuance of a permit. The director will arrange a public meeting if there is sufficient interest, or may use community forums such as council meetings to fulfill the requirements for public involvement.
- B. Permit Appeals. Users must petition Ecology to challenge the terms of any state waste discharge permit. For any contract, users may petition the director to reconsider the terms of a contract at any time after it is signed by the parties. Such a petition will not stay the terms of the contract.
1. In its petition, the appealing party must indicate the wastewater discharge contract provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge contract.
 2. If the director fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions as to whether to require an Ecology permit as a condition of discharge, or to require a wastewater discharge contract, to reconsider a wastewater discharge contract, or to modify a wastewater discharge contract shall be considered final administrative actions for purposes of judicial review.
 3. Aggrieved parties seeking judicial review of the final administrative wastewater discharge contract decision must do so by filing a complaint with the Superior Court of Skamania County within 30 days from the date of the later of Ecology or the director's decision or Ecology or the director's response to a request for reconsideration.

13.08.540 Wastewater discharge permit modification.

The director may require the user to apply to Ecology for a modification to its wastewater discharge permit for good cause, including, but not limited to, the following reasons:

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- A. To incorporate any new or revised federal, state, or local pretreatment standards or requirements including new or revised local limits.
 - B. To address new or changed operations, processes, production rates, waste streams, or changes in water volume or character.
 - C. To reflect conditions at the POTW requiring an authorized discharge to be reduced or curtailed. Such requirements may be either temporary or permanent.
 - D. Based on information indicating that a permitted discharge poses a threat to the city's POTW or staff, the receiving waters, or to violate a prohibition of this chapter.
 - E. To address violations of any terms or conditions of the wastewater discharge permit;
 - F. To address misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report.
 - G. To incorporate revisions based on a variance from categorical pretreatment standards approved pursuant to 40 CFR 403.13.
 - H. To correct typographical or other errors in the wastewater discharge permit.
 - I. To reflect a transfer of the facility ownership or operation to a new owner or operator as required under SMC 13.08.550.

13.08.550 Wastewater discharge permit transfer.

Wastewater discharge permits may be transferred by Ecology to a new owner or operator consistent with the process described in the permit, and subject to at least 30 days advance notice to the director and the director approves the wastewater discharge permit transfer. Where the permittee also has a contract with the director, they must negotiate that contract at this time. Failure to provide advance notice of a transfer renders the wastewater discharge contract void as of the date of facility transfer. The notice to the director must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator have no immediate intent to change the facility's operations and processes.
- B. Identifies the specific date on which the transfer is to occur. And
- C. Acknowledges full responsibility for complying with the existing wastewater discharge contract, and willingness to enter into such contract under the same terms.

13.08.560 Wastewater discharge permit revocation.

The director may revoke and require renegotiation of a wastewater discharge contract for good cause, including, but not limited to, when a user has:

- A. Failed to notify the director of significant changes to the wastewater prior to the changed discharge.
- B. Failed to provide prior notification to the director of changed conditions pursuant to SMC 13.08.650.
- C. Misrepresented or failed to fully disclose all relevant facts in the wastewater discharge permit application.
- D. Falsified self-monitoring reports or tampered with monitoring equipment.
- E. Refused to allow the Director timely access to the facility premises and records.
- F. Failed to meet effluent limitations or permit conditions.
- G. Failed to pay applicable fines or sewer charges.

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- H. Failed to meet compliance schedule deadline dates.
 - I. Failed to complete a wastewater survey or wastewater discharge permit application.
 - J. Failed to provide advance notice of the transfer of business ownership.
 - K. Violated any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter.
 - L. Ceased operations; or
 - M. Transferred business ownership.

Wastewater discharge contracts issued to a user are void upon the issuance of a new wastewater discharge contract to that user.

13.08.570 Wastewater discharge contract extension or reissuance.

A user with an expiring wastewater discharge contract shall apply for a new or revised wastewater discharge contract by submitting a complete permit application, in accordance with SMC 13.08.450, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge contract.

13.08.610 Baseline monitoring reports.

- A. Users subject to categorical standards who must submit a "baseline monitoring report" to Ecology must submit a duplicate copy at the same time to the director. This report must contain the information listed in paragraph B, below. Failure to provide this report to the director, or to include the requisite content, shall be a violation of this chapter.
- B. The baseline monitoring report shall include the following information:
 - 1. All information required in SMC 13.08.450(A)(1) through 13.08.450 (A)(7).
 - 2. Additional conditions for existing sources measuring pollutants.
 - a. Users shall take a minimum of one representative sample to compile the data for the baseline monitoring report.
 - b. Users shall take samples immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If the user mixes other wastewaters with the regulated wastewater prior to pretreatment, the user must provide the flows and concentrations necessary to apply the combined wastestream formula of SMC 13.08.220(C) and 40 CFR § 403.6(e). Where the user wants an alternate concentration or mass limit, and it is allowed by federal rules at § 403.6(e), the user shall propose the adjusted limit and provide supporting data to the control authority (Ecology or city).
 - c. Sampling and analysis shall be performed in accordance with SMC 13.08.691.
 - d. The director may allow the report to use only historical data if the data is good enough to allow the evaluation of whether (and which) industrial pretreatment measures are needed;
 - e. The baseline report shall indicate the time, date, and place of sampling, methods of analysis. The user shall certify that the sampling and analysis presented is representative of normal work cycles and expected pollutant discharges to the POTW.
 - 3. Compliance Certification. A statement, reviewed by the user's authorized representative as defined in SMC 13.08.140(C) and certified by a qualified professional, such as a professional engineer indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment steps are required to meet the pretreatment standards and requirements.

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4. Compliance Schedule. While new sources must install the treatment required to meet the pretreatment standards prior to operation, Existing sources may be granted a compliance schedule where they must provide additional pretreatment and/or O&M to meet the pretreatment standards. In such cases, the user shall propose the shortest schedule by which they can provide the additional pretreatment and/or O&M. The completion date which the user proposes in this schedule may not be later than the compliance date established for the applicable pretreatment standard. Any compliance schedule authorized pursuant to this section must also meet the requirements set out in SMC 13.08.620.
 5. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with SMC 13.08.695(A) and signed by an authorized representative as defined by SMC 13.08.140(C).

13.08.620 Compliance schedule progress reports.

Where users subject to categorical standards qualify for a compliance schedule, they shall provide this schedule to the director and Ecology. Compliance schedules proposed by Existing Sources according to SMC 13.08.610(C)(4) shall:

- A. Contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine months;
- C. The user shall submit a progress report to the Director no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine months elapse between such progress reports to the director.

13.08.630 Reports on compliance with categorical pretreatment standard deadline.

Both existing sources and new sources must submit a report to the director and Ecology on whether compliance has been initially achieved. For existing sources, the report is due 90 days after the date applicable categorical standards give as the final compliance date. For a new source, the report is due 90 days after starting to discharge to the POTW.

In both cases, the report must contain the information described in SMC 13.08.450(A)(3) through 13.08.450(A)(6). For existing sources, it must also contain the compliance certification of 13.08.610(C)(3) and, if needed, the compliance schedule described in 13.08.610(C)(4). Users subject to equivalent mass or concentration limits, as allowed by SMC 13.08.220, must include a reasonable measure of their long-term production rate. Other users subject to standards based on a unit of production (or other measure of operation) must include their actual production during the sampling period. All compliance reports must be signed and certified in accordance with SMC 13.08.695(A).

13.08.640 Periodic compliance reports.

- A. The director may require any user to provide duplicate reports as required by Ecology. Where the director develops BMPs for an industry sector, or issues a contract to regulate pollutants not covered by a state waste discharge permit, the director may specify the necessary minimum sampling and reporting frequencies and include applicable requirements in contracts or BMPs. Significant industrial users (SIUs), except those recognized as "middle tier" users under SMC 13.08.640(C), must:

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1. Report at least twice a year, in June and December unless otherwise specified.
 2. Report the flows and concentrations of regulated pollutants in all discharges subject to pretreatment standards.
 3. Report average and maximum daily flows for the reporting period and identify where flow estimates are used.
 4. Include the documentation needed to show compliance with applicable BMPs, pollution prevention alternatives, maintenance, treatment, or record keeping requirements.
- B. Users must sign and certify all periodic compliance reports in accordance with SMC 13.08.695(A).
- C. Users must take wastewater samples which are representative of their range of discharge conditions and of any discharge not disclosed in their permit application. Users must properly operate, clean, and maintain sampling and flow metering facilities and devices and ensure they function properly. The director may not allow user claims that sampling results are unrepresentative due to a user's failure to meet this requirement.
- D. Users subject to the reporting requirements in this section must report any additional monitoring which might determine compliance with permit requirements. This includes any additional monitoring of regulated pollutant at their respective effluent monitoring locations using procedures prescribed in SMC 13.08.691. In such cases, the results of this monitoring shall be included in periodic monitoring reports.
- E. Users that send electronic (digital) documents to the city to satisfy the requirements of this section must meet all state and federal electronic signature requirements: Electronic data shall be in the format required by the director. The director may also require reporting in both digital and traditional format.

13.08.650 Reports of changed conditions.

Each user must notify the director of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater from that described in either an industrial user survey form, state waste discharge permit application, or by written correspondence to the city. This notification must be made at least 30 days before the desired change and be sent to both the director and Ecology. In such cases:

- A. Either Ecology or the director may require the user to submit whatever information is needed to evaluate the changed condition. The director may also require a new or revised wastewater discharge permit application under SMC 13.08.450.
- B. The director may issue, reissue, or modify a wastewater discharge contract applying the procedures of SMC 13.08.510 through 13.08.570 in response to a user's notice under this section.

13.08.660 Reports of potential problems.

- A. Any user which has any unusual discharge that could cause problems to the POTW must immediately notify the director by telephone of the discharge. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user to control and curtail the discharge. Such notification does not authorize the discharge, and all reasonable steps to halt or prevent the discharge must be made. However, failure to make such notification is a separate and distinct violation of this chapter from the discharge itself. Such discharges may include spills, slug loads, accidental discharges, or other discharges of a non-routine, episodic nature. Problems to the POTW which require reporting under this section include violating pretreatment prohibitions, treatment standards, or other requirements of SMC 13.08.210 through 13.08.260 such as vapor toxicity and explosivity limits, or cause interference with the collection system or treatment works, or pass through the POTW.
- B. Within five days following such discharge, the user shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be

incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.

- C. Regardless of whether the user has been required to submit a slug discharge control plan (per SMC 13.08.330), all users required to have a contract or permit shall post notice in a prominent location advising employees who to call at City Hall to inform the director of a potential problem discharge (13.08.660(A)). Users shall ensure that all employees who may cause or witness such a discharge are advised of the emergency notification procedures.
- D. All users must immediately notify the Director of any changes at their facility which might increase their potential for a slug discharge. This includes increasing the volume of materials stored or located on site which, if discharged to the POTW, would cause problems. Users required to prepare a slug discharge control plan under SMC 13.08.330 shall also modify their plans to include the new conditions prior to, or within two days after making such changes.
- E. These requirements apply in addition to any requirements of an Ecology permit.

13.08.670 Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit or general permit shall provide appropriate reports to the director as the director may require. This includes periodically completing and signing industrial user surveys or certifying compliance with the requirements of any BMP program or grease remediation program.

13.08.680 Notice of violation/repeat sampling and reporting.

If sampling performed by a user by either an Ecology permit or city contract indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. The director may waive the repeat sampling requirement where the city has sampled the effluent for the pollutant in question prior to the user obtaining sampling results.

13.08.690 Notification of the discharge of hazardous waste.

- A. Any user who discharges any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261, or Chapter 173-303 WAC must also comply with the following requirements:
 - 1. Notify the director, Ecology's permit contact, the EPA regional waste management division director, and state hazardous waste authorities, in writing, of the discharge. Maintain a copy of this notification and include it in all subsequent permit application or re-applications under this chapter.
 - 2. Include the following information in the notification:
 - a. The name of the hazardous waste as found in 40 CFR Part 261,
 - b. The EPA hazardous waste number,
 - c. The type of discharge (continuous, batch, or other).
 - 3. If the discharge totals more than 220 pounds in any month, also provide:
 - a. The hazardous constituents contained in the wastes;
 - b. An estimate of the mass and concentration of hazardous constituents in the wastestream discharged during that calendar month; and
 - c. An estimate of the mass of constituents in the wastestream expected to be discharged during the following 12 months.

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4. This notice shall be repeated for new or increased discharges of substances subject to this reporting requirement.
 5. All notifications must take place prior to discharging a substance for which these reporting requirements apply. If this is not possible, the notice must be provided as soon after discharge as practical and describe why prior notice was not possible.
 6. Users must provide notifications under this paragraph only once to EPA and the State for each hazardous waste discharged. However, all of the information of these notices shall be repeated in each new permit application submitted under this chapter.
 7. This requirement does not relieve the user from requirements to provide other notifications, such as of changed conditions under SMC 13.08.650, or applicable permit conditions, permit application requirements, and prohibitions.
 8. The notification requirements in this section do not apply to pollutants for which routine monitoring and reporting is required in a permit under this chapter.
- B. Users must report all discharges of more than 33 pounds per month of substances which, if otherwise disposed of, would be hazardous wastes. Users must also report any discharge of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Subsequent months during which the user discharges more of a hazardous waste for which notice has already been provided do not require another notification to EPA or the state, but must be reported to the director.
 - C. If new regulations under RCRA describe additional hazardous characteristics or substances as a hazardous waste, the User must provide notifications under paragraphs A, if required by paragraph B within 90 days of the effective date of such regulations.
 - D. For any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical and shall describe that program and reductions obtained through its implementation.
 - E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a contract issued thereunder, an Ecology issued permit, or any applicable federal or state law.

13.08.691 Sampling—Analytical requirements and collection protocols.

- A. All pollutant sampling and analyses required under this ordinance shall conform to the most current version of 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for a pollutant, or the director determines that the Part 136 sampling and analytical techniques are inconsistent with the goal of the sampling, the Director may specify an analytical method. If neither case applies, Users shall use validated analytical methods or applicable sampling and analytical procedures approved by EPA.
- B. Sampling and analysis reports performed by the director will be supplied to the user. The user may dispute the accuracy of the sample and provide an alternative sampling report within 21 days of receipt of the city's findings. If no alternative sample is provided within the 21-day period, it shall constitute an acknowledgement by the user that the sampling and analysis performed by the director is a valid representation of the pollutants in their wastewater.
- C. Users must ensure all samples they collect to satisfy sampling requirements under this chapter are representative of the range of conditions occurring during the reporting period. Users must also ensure that, when specified, samples are collected during the specific period.
 1. Users must use properly cleaned sample containers appropriate for the sample analysis and sample collection and preservation protocols specified in 40 CFR Part 136 and appropriate EPA guidance.

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2. Users must obtain samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds using grab collection techniques.
 3. For certain pollutants, Users may composite multiple grab samples taken over a 24-hour period. Users may composite grab samples for cyanide, total phenols, and sulfides either in the laboratory or in the field, and may composite grab samples for volatile organics and oil & grease in the laboratory prior to analysis.
 4. For all other pollutants, users must employ 24-hour time-proportional composite samplers unless the director authorizes or requires an alternative sample collection method.
 5. The director may authorize composite samples for parameters unaffected by the compositing procedures, as appropriate.
 6. The director may require grab samples either in lieu of or in addition to composite sampling to show compliance with instantaneous discharge limits.
 7. In all cases, users must take care to ensure the samples are representative of their wastewater discharges.
 8. Users sampling to complete baseline monitoring and 90-day compliance reports required by SMC 13.08.610 and 13.08.630, must satisfy some specific requirements. These reports require at least four grab samples for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds. Users may composite samples prior to analysis if allowed in 13.08.691(C)(3). Where historical sampling data exists; the Director may also authorize fewer samples.
 9. For periodic monitoring reports, (SMC 13.08.640), the director may specify the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.
 10. The user shall record instantaneous and 24-hour flow (from totalizer) at the time each sample is collected, and provide said flow information to the director. If a flowmeter is not available, the city will use water flow information from their records to determine corresponding load (in pounds per day).

13.08.693 Date of receipt of reports.

The director will credit written reports as having been submitted on the date of the post mark when mailed through the United States Postal Service. Reports delivered in any other manner will be credited as having been submitted on the business day received.

13.08.694 Record keeping.

Users subject to reporting requirements of this chapter shall retain the below records for all monitoring required by this ordinance and for any additional monitoring which could be used to satisfy minimum monitoring requirements. Users must make these records available for inspection and copying at the location of the discharge. Users must similarly maintain documentation associated with any best management practices required under authority of SMC 13.08.240(C). Monitoring records shall include at least:

- A. The time, date, and place of sampling;
- B. The sampling and preservation methods used;
- C. The person taking the sample, and persons with control of the sample prior to analysis;
- D. The person performing the analyses and the date the analysis was completed;
- E. The analytical techniques or methods used; and
- F. The results of analysis.

Users are encouraged to retain quality control and quality assurance information provided by the laboratory and submit this information in routine reporting. This information also has value in the event that the sample data is called into question. For analytes for which Washington State requires use of a certified/accredited laboratory, Users must maintain the scope of accreditation for laboratories performing any analyses for them.

Users shall maintain the above records for at least three years, until any litigation concerning the user or the city is complete, or for longer periods when the user has been specifically notified of a longer retention period by the director.

13.08.695 Certification statements.

A. The following certification statement must be signed by an authorized representative as defined by SMC 13.08.140(C) and included when submitting:

1. An industrial user survey or update to a survey to reflect changed conditions.
2. A permit (re-)application in accordance with SMC 13.08.460;
3. A dispute of any city-provided sample performed under SMC 13.08.691,
4. A baseline monitoring report under SMC 13.08.610(B)(5),
5. A report on compliance with the categorical pretreatment standard deadlines under SMC 13.08.630;
6. A periodic compliance report required by SMC 13.08.640 (A)—(D), or
7. An initial request to forego sampling of a pollutant based on SMC 13.08.640(B)(4)

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

B. Certification of Pollutants Not Present. Users that have an approved monitoring waiver based on SMC 13.08.640(B) must also include the following certification statement in each report. This statement certifies that there has been no increase in the pollutant in its wastestream due to activities of the user:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to activities at the facility since filing of the last periodic report under SMC 13.08A.640(A)."

13.08.710 Right of entry—Inspection and sampling.

The director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

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- C. Users shall provide full access to the director to use any monitoring facilities and utilities available or required in accordance with SMC 13.08.310 and 13.08.320 (B) and (C) to confirm that the standards or treatment required for discharge to the sewer are being met.
 - D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the user.
 - E. Any unreasonable delay in allowing the director full access to the user's premises and wastewater operations shall be a violation of this chapter.

13.08.720 Search warrants.

The director may seek issuance of a search warrant from the Skamania County Superior Court. Such warrants may be secured when:

- A. The director has been refused access or is unable to locate a representative who can authorize access to a building, structure, or property, or any part thereof, and has probable cause that a violation of this chapter is occurring on the premises;
- B. The director has been denied access to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or any permit or order issued hereunder; or
- C. The director has cause to believe there is imminent endangerment of the overall public health, safety and welfare of the community by an activity on the premises.

13.08.810 Confidential information.

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements will be freely available to the public. Users may have certain information, however, withheld as confidential if the following process is followed.

- A. When a user submits information to the director, or provides information to inspectors, Users may request that specific information be maintained as confidential. Users must promptly identify the specific information in writing, and describe why the release would divulge information, processes, or methods of production entitled to protection as trade secrets or confidential business information under applicable state or federal laws.
- B. The director shall review and approve or deny such requests. When approved, the information shall not be available as public records and shall be marked confidential.
- C. All other information submitted to the director and obtained from the director's oversight shall be available to the public subject to the city records review policy.
- D. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.
- E. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR 2.302 from being recognized as confidential information.

13.08.910 Publication of users in significant noncompliance.

- A. Publishing: The director must annually publish a list of the users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The

list will be published in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW.

B. Definition: The term significant noncompliance means:

1. Any violation of a pretreatment standard or requirement including numerical limits, narrative standards, and prohibitions, that the director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, including risk of noncompliance with city's NPDES permit, or has resulted in the director's exercise of its emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of best management practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits of SMC 13.08.210 through 13.08.260.
5. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as defined by SMC 13.08.210 through 13.08.260), multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH.
6. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within 45 calendar days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report noncompliance.

C. Applicability: The criteria in paragraphs 1—3 above are applicable to all users, whereas the criteria in paragraphs 4—8 are only applicable to SIUs.

13.08.920 Administrative enforcement remedies.

In administering the city pretreatment program, the director is obliged to follow the city pretreatment program's approved procedures. In response to non-compliance with any requirement of this chapter, the director shall apply its enforcement response plan, which is a part of these approved procedures. This plan ensures that the application of remedies provided for in SMC 13.08.920 through 13.08.946 is appropriate to the violation, and consistent with the treatment of other users. Any person may review or obtain a copy (for a nominal charge) of the enforcement response plan by contacting the director or city.

13.08.921 Notification of violation.

The director may serve a written notice of violation on any user that the director finds has violated any provision of this chapter, including terms or requirements of a permit, order, or a pretreatment standard or requirement. In all cases in this chapter, a continuation of a violation of a provision of this chapter is a "violation." Users shall, in response to a notice of violation, provide the director a written explanation of the violation, its cause, and a corrective action plan within thirty (30) days of the receiving this notice. Users submitting plans to

correct noncompliance must include the specific actions they will take to correct ongoing and prevent future violations at the soonest practicable date. The director's acceptance of a plan does not relieve a user of liability for any violations. The director may also take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

13.08.922 Show cause hearing.

The director may propose actions in response to a violation of any provision of this ordinance, including a provision of a permit, order, or a pretreatment standard or requirement. The director may order a user in violation to appear at a date, time, and location set by the director to show why the proposed enforcement action should not be taken. The director will notify the user of the violation, the proposed action, the rationale, and the users rights and obligations to provide evidence why the proposed enforcement action should not be taken, and to provide its support for any alternative it proposes at this meeting. This notification shall be served personally or by registered or certified mail (return receipt requested) at least 20 days prior to the hearing. Such notice may be served on any authorized representative of the user as defined in SMC 13.08.140(C). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

13.08.923 Administrative orders.

- A. Consent Orders. The director may enter into a consent order or other voluntary agreement to memorialize agreements with users violating any requirement of this chapter. Such agreements must include the specific action(s) required and date(s) they are to be completed to correct the noncompliance. Such documents must be constructed in a judicially enforceable manner, and have the same force and effect as administrative orders issued pursuant to this section.
- B. Compliance Orders. The director may issue a compliance order to any user which has violated any provision of this chapter including a requirement of a permit, order, or a pretreatment standard or requirement. The compliance order may direct that the user come into compliance within a specified time, install and properly operate adequate treatment facilities or devices, or take such measures as the Director finds are reasonably necessary. These measures may include additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, or relieve a user of liability for any violation, including a continuing violation. If the user does not come into compliance within the time provided, sewer service may be discontinued. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.
- C. Cease and Desist Orders. When the director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:
 - 1. Immediately comply with all requirements; and
 - 2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

13.08.925 Administrative fines.

- A. When the director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may fine such user in an amount not to exceed ten thousand dollars. Such fines

shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

- B. The director may add the costs of any emergency response, additional monitoring, investigation, and administrative costs related to the noncompliance and the director's response to the situation to the amount of the fine.
- C. The director will consider the economic benefit enjoyed by a user as a result of the noncompliance in cases where there appears to have been a monetary benefit from not complying. In such cases, the director shall ensure that fines, to the maximum amounts allowable, exceed the benefit to the user from the noncompliance.
- D. Unpaid charges, fines, and penalties shall, at 30 calendar days past the due date, be assessed an additional penalty of one percent of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. After 30 days the city shall be authorized to file a lien against the user's property for unpaid charges, fines, and penalties.
- E. Users desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within 15 working days of being notified of the fine. Where a request has merit, the director may convene a hearing on the matter. In the event the user's appeal is successful, the director shall rebate the difference between the initial and final penalty amounts to the user.
- F. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

13.08.926 Emergency discontinuance of service.

- A. The director may immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appear to present an imminent endangerment to the health or welfare of persons. In such cases, the director will provide the user advance notice if possible, but shall not delay a response to imminent endangerment.
- B. The director may halt or prevent any discharge to the POTW which presents or may present an endangerment to the environment, including risk of noncompliance with city's NPDES permit, or which threatens to interfere with the operation of the POTW (including the collection system and pump stations). In such cases, the director shall attempt to provide not only notice to the affected user(s), but the opportunity to respond.
- C. Any user causing the director to exercise the emergency authorities provided for under this section shall be responsible for reimbursement of all related costs to the city.

13.08.927 Emergency suspensions.

The director may immediately suspend a user's discharge (or threatened discharge) when it reasonably appears to present a substantial danger to the health or welfare of persons. In such cases, the director will first provide informal notice to the user. The director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, a danger to the environment.

- A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. If a user fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to protect the public and its interest in the sewer system. Remedies available to the director include immediately severing the sewer connection, at the users expense, turning off pump stations downstream of the user, and partnering with law enforcement. The director may not allow the user to recommence its discharge until the user has demonstrated to the

satisfaction of the director that the situation warranting the suspension has been properly addressed and any proposed Termination proceeding has been resolved.

- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. Users shall submit this report to the director prior to the date of any show cause or termination hearing under SMC 13.08.923 and 13.08.928.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

13.08.928 Termination of discharge.

Any user who violates the following conditions is subject to having the privilege of discharging to the public sewer system withdrawn:

- A. Discharge of non-domestic wastewater without a permit, including:
 - 1. Where the appropriate permit has not been requested;
 - 2. Where the appropriate permit has not yet been issued; or
 - 3. Where the permit has been denied or revoked based on the provisions of SMC 13.08.560 (Permit Revocation).
- B. Violation of permit terms and conditions including:
 - a. Exceeding any permit limit;
 - b. Failing to meet other pretreatment standards or requirements;
 - c. Violating any prohibition; or
 - d. Failing to properly monitor and report discharges or changed conditions.
- C. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; (whether subject to a permit or not); or
- D. Violation of the pretreatment standards and requirements in SMC 13.08.210 through 13.08.260, including failure to satisfy industrial user survey requirements.

When the director determines this remedy is necessary and appropriate to fulfill the intentions of this chapter, such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under SMC 13.08.923 why the proposed action should not be taken. Exercise of this option by the director shall not be a bar to, or a prerequisite for, taking any other action against the user.

13.08.931 Injunctive relief.

The director may seek injunctive relief when a user has violated, or continues to violate a provision of this chapter, including a pretreatment standard or requirement, or a permit or order issued hereunder. In such cases, the director may petition the Superior Court of Skamania County through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

13.08.932 Civil penalties.

- A. A user which has violated, or continues to violate a provision of this chapter, including a pretreatment standard or requirement, or a permit or order issued hereunder shall be liable to the city for a maximum civil penalty of \$10,000.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The director may recover reasonable attorneys' fees, court costs, and other expenses associated with any emergency response, enforcement activities, additional monitoring and oversight, and costs of any actual damages to the city.
- C. In determining the amount of civil liability, the court shall take into account all relevant circumstances. The director shall provide the court a recommended civil penalty amount, and its basis. This basis shall address, as available, the extent of harm caused, the magnitude and duration of the violation, any economic benefit gained, the timing of users actions and responses, corrective actions by the user, and the user's compliance history. The director will provide the range of penalty amounts its enforcement response plan suggests if it addresses the situation and provides such guidance. The director will provide any other facts the court requests, or the director believes important for the court to have to render a just determination.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, any other action the director may take to resolve noncompliance by a user.

13.08.933 Criminal prosecution.

- A. A user who willfully or negligently violates any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$10,000.00 per violation, per day, or imprisonment for not more than one year, or both.
- B. A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$1,000.00 or be subject to imprisonment for not more than one year, or both. This penalty shall be in addition to any other criminal charges or judicial remedies, including remedies for causing personal injury, endangerment, or destruction of public property available under state law.
- C. A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than one year, or both.
- D. In the event of a second conviction, a user shall be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than one year, or both.

13.08.934 Remedies nonexclusive.

The remedies provided for in this chapter are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the director may take other action against any user when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant user.

13.08.941 Penalties for late reports.

The director may assess a penalty of \$50.00 to any user for each day that a report required by this chapter, a permit or order issued hereunder is late. Penalties accrue beginning the fifth day after the report is due. The director's actions to collect late reporting penalties shall not limit the director's authority to initiate any other enforcement action.

13.08.942 Performance bonds.

The director may require a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director as necessary to assure the User will achieve consistent compliance with this chapter. The Director may require this bond as an enforcement response or as a prerequisite to issue or reissue a wastewater discharge permit. Any user who has failed to comply with any provision of this chapter, a previous permit or order issued hereunder, or any other pretreatment standard or requirement may be subject to this requirement. This bond may also be required of any category of user which has led to public burdens in the past regardless of the compliance history of the particular user. The city may use this bond to pay any fees, costs, or penalties assessed to the User whenever the Users account is in arrears for over 30 days. This includes the costs of cleanup of the site if the user goes out of business, sells the business to a person that does not first assume the bond, or goes bankrupt. Users may petition the director to convert their performance bond to a requirement to provide liability insurance, or to forego any such safeguard based on their performance. User may petition no more frequently than once in any twelve-month period.

13.08.943 Liability insurance.

The director may require any user to provide insurance if they previously failed to comply with any provision of this ordinance, a previous permit, or order issued hereunder, or any other pretreatment standard or requirement. The director may also require users in businesses which historically have left a public burden to clean up pollution to obtain this insurance, regardless of their compliance history. In such cases, Users must provide proof that the insurance is sufficient to cover any liabilities incurred under this chapter, including the cost of damages to the POTW and the environment caused by the user. The director may require users to provide the proof of such insurance either in response to non-compliance or prior to issuing or reissuing a wastewater discharge permit.

13.08.944 Payment of outstanding fees and penalties.

The director may decline to issue or reissue a wastewater discharge permit to any user who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this chapter, a previous permit or order issued hereunder.

13.08.945 Water supply severance.

The director may order water service to a user severed whenever a user has violated or continues to violate any provision of this chapter, a permit, or order issued hereunder, or any other pretreatment standard or requirement. Users wishing to restore their service must first demonstrate their ability to comply with this ordinance and pay the related costs of this action.

13.08.946 Public nuisances.

A violation of any provision of this chapter or a permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the

director. Any person(s) creating a public nuisance shall be subject to the provisions of SMC 8.60 governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

13.08.951 Upset.

- A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to noncompliance with categorical pretreatment standards (SMC 13.08.220 and SMC 13.08.230), but not local limits (SMC 13.08.240) when the requirements of paragraph (C), below, must be met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - 1. An upset occurred and the user can identify the cause(s) of the upset.
 - 2. The facility was at the time being operated in a prudent and workman-like manner and was in compliance with applicable operation and maintenance procedures.
 - 3. Where the upset involved reduction, loss, or failure of its treatment facility (e.g. a power failure), the User controlled production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards until the facility was restored or an alternative method of treatment was provided.
 - 4. The user submitted the following information to the director within 24 hours of becoming aware of the upset. When initially provided orally, the User must have provided a written report within five days:
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

13.08.952 Prohibited discharge standards.

A user will have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in SMC 13.08.210(A), and 13.08.210(B)(3)—(7) in certain cases. The user must be able to prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

13.08.953 Bypass.

- A. For the purposes of this section,
 - 1. Bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.
 - 2. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow a bypass to occur if it does not cause pretreatment standards or requirements to be violated and is for essential maintenance to assure efficient operation.
- C. Any other bypass must meet the following requirements:
 - 1. Users knowing in advance of the need for a bypass must submit prior notice to the director, at least ten days before the bypass wherever possible.
 - 2. Users must tell the director of any unanticipated bypass that exceeds applicable pretreatment standards within 24 hours of becoming aware of the bypass. Users must provide a written follow-up report within five days. The Director may waive the written report if the oral report was timely and complete. Unless waived, the written report must contain:
 - a. A description of the bypass (volume, pollutants, etc.).
 - b. What caused the bypass.
 - c. When, specifically, the bypass started and ended.
 - d. When the bypass is expected to stop (if ongoing).
 - e. What steps the User has taken or plans to take to reduce, eliminate, and prevent the bypass from reoccurring.
- D. Bypass.
 - 1. Bypass is prohibited, and the director may take an enforcement action against a user for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The user submitted notices as required under paragraph (C) of this section.
 - 2. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in paragraph (D)(1) of this section.

13.08.961 Pretreatment charges and fees.

The city may adopt reasonable fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

- A. Fees for wastewater discharge permit applications including the cost of processing such applications;

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- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
 - C. Fees for reviewing and responding to accidental discharge procedures and construction;
 - D. Fees for filing appeals;
 - E. Fees to recover administrative and legal costs associated with the enforcement activity taken by the director to address IU noncompliance; and
 - F. Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the city.

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

Agreement Number: Original

Firm/Organization Legal Name (do not use dba's): DOWL		
Address 5 Centerpointe Dr, Ste 350; Lake Oswego, OR 97035	Federal Aid Number 30A2 (001)	
UBI Number 601945967	Federal TIN or SSN Number 92-0166301	
Execution Date 4/18/2024	Completion Date 12/31/2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title First Street Pedestrian Amenities and Overlook Project		
Description of Work The project will include crosswalk striping, vegetated curb extensions, new sidewalk, pedestrian overlook, path connecting to existing waterfront path, and streetscaping.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$159,105 Management Reserve Fund: \$0 Maximum Amount Payable: \$159,105

Index of Exhibits

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

Agreement Number: Original

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Stevenson hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Carolyn Sourek
Agency: City of Stevenson
Address: 7121 E Loop Road
City: Stevenson State: WA Zip: 98648
Email: carolyn@ci.stevenson.wa.us
Phone: 509.427.5970
Facsimile: NA

If to CONSULTANT:

Name: Jason Kelly
Agency: DOWL
Address: 5 Centerpointe Drive; Suite 350
City: Lake Oswego State: OR Zip: 97035
Email: jkelly@dowl.com
Phone: 971.634.2002
Facsimile: 800.865.9847

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: Original

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Carolyn Sourek
Agency: City of Stevenson
Address: 7121 E Loop Road
City: Stevenson State: WA Zip: 98648
Email: carolyn@ci.stevenson.wa.us
Phone: 509.427.5970
Facsimile: NA

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 30A2(001)

See attached Exhibit A-1 - Scope of Work and Delivery Schedule.

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Exhibit A-1

SCOPE OF WORK AND DELIVERY SCHEDULE

Construction Inspection, Management, and Engineering

City of Stevenson

First Street Pedestrian Amenities and Overlook Project

Federal Aid NO. 30A2 (001)

Abbreviations

LAG - WSDOT Local Agency Guidelines
CONSULTANT – DOWL LLC
CITY – Stevenson Washington
SOW – Scope of Work
CCO - Contract Change Orders
EWO - Extra Work Orders
FA - Force Account
CC – Construction Contractor

A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

The purpose of this Scope of Work (SOW) is for Construction Inspection, Management, and Engineering (CIM&E) Service for the Construction Phase of the First Street Pedestrian Amenities and Overlook Project (PROJECT). The CONSULTANT will be responsible for providing all work, materials, and equipment necessary to provide the services required for the PROJECT detailed below. The CONSULTANT shall complete the tasks as specified in this SOW to the satisfaction of the CITY.

Background

The SOW is related to the public improvements along First Street including vegetated curb extensions, new sidewalk, crosswalk, and pedestrian overlook, and referred to as the PROJECT. The PROJECT objective and goal is the successful completion of the improvements per the Contract Plans and Specifications within 80 working days.

Project Team Roles, Responsibilities, and Overview of Services:

The project team consists of the City of Stevenson Washington (CITY) and DOWL LLC (CONSULTANT) (Construction Inspection, Management, and Engineering Service). WSP is the Engineer of Record and will not continue into the Construction Phase.

List of Attachments:

Exhibit A: Breakdown of Costs (BOC) for Services

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

All Services under the Contract shall be performed in accordance with the professional standard of care.

CONSULTANT shall complete the CIM&E Services in accordance with the current edition and version in effect of the WSDOT Construction Manual, the WSDOT Local Agency Guidelines (LAG), the WSDOT Materials Manual, AASHTO Standard Specifications for Highway Bridges, and this Contract.

2. General Requirements

CONSULTANT'S Inspectors shall diligently monitor the work of the Contractor in order to determine whether the PROJECT is constructed in compliance with the construction contract documents and any applicable current standards and Local Agency manuals or procedures, and those listed in the Contract.

CONSULTANT shall immediately (within 24 hours) advise CITY of any construction or planned construction which fails to conform to the construction contract requirements applicable to the PROJECT. CONSULTANT shall also immediately advise CITY of any design errors, deficiencies or other problems that could have a negative impact on the PROJECT construction schedule, or construction cost.

3. Project Communication

Communication is an essential element to the successful completion of the PROJECT. The CONSULTANT shall be primary contact for all communication and deliverables from the Contractor and shall direct communications appropriately to the Project Team for resolution with final recommendations and approvals to the CITY Project Manager assigned to this PROJECT.

The Contractor for this PROJECT will be determined through the competitive bidding process.

4. ROLES AND RESPONSIBILITIES

Local Agency

CITY has overall authority in scope, schedule, and budget of the Project. The CITY PM is the Local Agency's primary point of contact for the CONSULTANT. The CITY PM has the authority to review and accept or recommend acceptance of part or all CONSULTANT deliverables. The CITY may also distribute deliverables for this phase of the work to appropriate Local Agency and WSDOT personnel for review and approval.

All construction Change Orders [Contract Change Orders (CCO), Extra Work Orders (EWO) or Force Account (FA)] prepared by CONSULTANT are subject to CITY review and approval prior to implementation by the Contractor. Authority to approve all CCOs and FAs shall be as outlined in the WSDOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

CITY is responsible for the following:

- Bid Opening, review (per 46.26 of LAG), Contractor contract preparation, contract execution, award and Notice to Proceed
- Attend Pre-Construction Conference
- Submittal of project to WSDOT materials office for development of Record of Materials (ROM)
- Reviewing and executing construction CCOs, EWO's and FAs

- Lead Claims negotiations.
- Approving requests for overrun or increase in Project authorization.
- Reviewing Consultant RFI responses prior to sending back to the Contractor
- All contact with Federal Highway Administration (FHWA) or other federal agencies
- All contact with Native American Tribes
- Reviewing and executing monthly pay estimates for construction contract.
- Final Project acceptance, including council certification, completion letter and submittal of completion paperwork to WSDOT.
- Retainage monitoring and release
- Grant Report administration
- Review and comment on final as built drawings.
- Providing access for the Consultant to Local Agency-owned Right of Way (ROW) and easements

CONSULTANT

CONSULTANT shall provide all labor, equipment, and materials to provide these Services and assistance with technical engineering as outlined in this SOW.

Changes to CONSULTANT'S Project Manager, Administrative Assistant and Inspector are subject to CITY approval and will require written notice and acceptance prior to the change.

CONSULTANT is not responsible for the means, methods, operating procedures or safety precautions of any Contractor or other entity. CONSULTANT shall notify the Contractor's representative of procedures they see that violate the safety plan, but the Contractor is solely responsible for the safety of their employees.

CONSULTANT is responsible for the following:

- Administration for all aspects of the Construction Contract
- Primary point of contact for the Contractor and Contractor's field personnel
- Provide on-site observation, and monitoring of all Contractor activities and the preparation of Inspector's Daily Reports
- Project lead in review and approval of all Request for Approval of Materials (RAM) submitted by the Contractor.
- Establish and lead weekly Construction meeting, including agenda and meeting minutes.
- Assist in coordination with the CITY and Project Team members.

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Throughout this PROJECT, CONSULTANT shall complete all tasks and deliverables in a timely manner to avoid unnecessary delays in the construction PROJECT. CONSULTANT shall provide written notice to CITY at the first sign of delays caused by CITY, CONSULTANT, Contractor, or any other entity that may delay completion of the PROJECT or otherwise have a negative impact on the construction schedule.
- CONSULTANT shall notify CITY immediately (within 24 hours) upon discovery of any changes in the Project that may affect scope, schedule, or budget.
- CONSULTANT shall submit all deliverables to the CITY's PM or designee unless otherwise stated in specific tasks.
- Deliverables that the CITY elects to review are considered draft until reviewed and accepted by CITY. CONSULTANT shall revise address CITY'S comments and submit revised deliverable(s) to the CITY's PM within 5 business days of receipt of CITY'S review comments unless a different

period is stated in specific tasks or otherwise agreed to in writing. If no revisions are necessary, the submittal will be considered final.

- CONSULTANT shall upon receipt forward copies of all submittals, requests for information, change orders, RAMs, and other technical engineering submittals to the appropriate parties for review and approval. CONSULTANT shall assist if requested in the review and response to requests, but ultimate acceptance and approval responsibility of technical and engineering submittals shall to the CITY.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to CITY in either preapproved forms or forms described in the WSDOT Construction Manual and individual tasks.
- **WSDOT Forms** – CONSULTANT shall use WSDOT forms where required. Construction related forms referenced in this SOW are available online at:
<http://www.wsdot.wa.gov/forms/pdfForms.html>

E. TASKS, DELIVERABLES and SCHEDULE

Unless specifically stated otherwise in a particular task, CONSULTANT shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this SOW. CONSULTANT shall provide all labor, equipment, and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

TASK CE-1 PROJECT MANAGEMENT

This activity is continuous throughout the duration of the PROJECT. CONSULTANT shall guide and direct the overall processes and the Project Team (CITY and CONSULTANT) in conformance with the PROJECT’S goals and objectives. CONSULTANT shall monitor progress of the PROJECT.

Task CE-1.1 Coordination

CONSULTANT shall provide leadership, direction, and control of work tasks within the construction phase of this PROJECT.

CONSULTANT shall:

- Direct the PROJECT’S CONSULTANT team with regard to overall Project activities and team meetings.
- Maintain liaison, communication and coordination between CONSULTANT’S staff, Contractor, and CITY staff to facilitate timely, efficient operations for all involved. CITY will be responsible for coordination with WSDOT and the WSDOT Material Testing Lab.

ASSUMPTIONS FOR BUDGETING PURPOSES: We anticipate the PM spending two (2) hour per week for twenty-four (24) weeks and a Principal and Administrator providing minimal hours for coordination for the Project.

Deliverables:

- Ongoing coordination and communication as needed to appropriately manage the PROJECT (hard copies or electronic correspondence related to the project).
- All correspondence will be submitted electronically to the CITY with the final deliverables.

Task CE-1.2 Status Reports and Invoices

CONSULTANT shall prepare seven (7) Monthly Project Status Reports to show progress throughout the duration of this PROJECT. See Section E.1, PROJECT Schedule for project duration.

The Monthly PROJECT Status Report must:

- Describe the previous month's PROJECT activities.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the SOW, PROJECT schedule or budget.

If the construction PROJECT schedule milestones are significantly revised, CONSULTANT shall attach the updated PROJECT schedule and submit with Monthly PROJECT Status Report. CONSULTANT shall submit the Monthly PROJECT Status Reports to the City with the monthly CONSULTANT invoice.

ASSUMPTIONS FOR BUDGETING PURPOSES: The budget includes time to prepare seven (7) invoices at one (1) hour each for the PM and Administrator.

Deliverables

- Monthly Project Status Report - Submitted with the monthly invoice no later than the 10th calendar day of the month following the reporting month.

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT shall support the Project's needs by providing administrative services required for the CONSULTANT to certify, that the PROJECT was completed according to the Plans and Specifications for the PROJECT. CONSULTANT shall complete all construction engineering documentation for CITY processing and work to assist in the administration of engineering services and design changes that are necessary during the construction phase of the work.

Task CE-2.1 Pre-Construction Conference

CONSULTANT shall prepare for and assist the Pre-Construction Conference in accordance with **WSDOT Construction Manual**. Attendees will include the Contractor, CITY PM, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the PROJECT.

CONSULTANT shall consult with the CITY to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place.

CONSULTANT shall:

- Assist in the preparation and distribution of the Pre-Construction Conference agenda and minutes.
- Attend, facilitate and participate in Pre-Construction Conference

ASSUMPTIONS FOR BUDGETING PURPOSES: The budget includes one (1) day of preparation for the meeting by the CONSULTANT PM, and attendance by the PM, Administrator, and Inspector.

Deliverables:

- Review and Comment on Pre-Construction Conference Agenda – 1 copy to the CITY 1 week prior to the scheduled conference.

Review and Comment on Pre-Construction Conference Minutes prepared by the CITY.

Task CE-2.2 Construction Contract Administration

CONSULTANT shall provide day-to-day administration of the construction contract. CONSULTANT shall complete contract administration tasks as outlined in the WSDOT Construction Manual, the WSDOT Materials Manual, the WSDOT LAG, the Contract Plans and Specifications, and this Contract.

WSDOT will perform periodic reviews on all Project quality, quantity, and labor compliance documentation. The reviews will be performed by WSDOT Region Local Programs Engineer. CONSULTANT shall resolve all documentation deficiencies noted during the periodic reviews prior to the next scheduled review.

In addition to any other requirements identified in the reference standards identified above, CONSULTANT construction engineering documentation shall include, but is not limited to:

- Track working days weekly using the DOWL-developed form.
- Contractor Schedules.
- Monitor overall PROJECT budget and costs included in the PROJECT Authorization.
- Monitor and evaluate the construction schedule and determine whether the Construction Contractor (CC) is proceeding in a manner that will result in timely PROJECT completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay and determine and pursue the appropriate action.
- Review the CC Request to Sublet Work form 421-012 and accompanying subcontracts and verify compliance per 1-08.1(4) of the Standard Specifications for subcontracting and provide approval to the CC in writing.
- Perform Equal Employment Opportunity (EEO) and Labor Compliance monitoring as required by the construction contract and the WSDOT Construction Manual.

Tasks include:

- Conduct
 - Employee interviews per form 424-003
 - Owner-operator checks in accordance with the FHWA-1273
 - Commercially Useful Function (CUF) per form 272-052
- Review, tracking, and comment with Contractor and CITY submittals for:
 - Quarterly Reports of Amounts Credited as DBE Participation, WSDOT form 422-102
 - Statements of Intent to Pay Prevailing Wages, State L&I
 - Federal-Aid Highway Construction Contractors Annual EEO Report, FHWA form 1391
 - Federal-Aid Highway Construction Summary of Employment Data, FHWA form 1392
 - Monthly Employment Utilization Report, WSDOT form 820-010
 - Reviewing certified payrolls and assuring compliance with Prevailing wage requirements
- Prepare, submit, and coordinate processing of CCO, EWO and FA as outlined in the WSDOT Construction Manual.
- Documentation and coordination of:
 - Inspector's Daily Reports
 - Contractor Submittals
 - Requests for Information from Contractor
 - Temporary traffic closures and disruptions
 - Correspondence with CITY and PROJECT consultant team
 - Resolutions of construction problems with the Contractor

- Prepare, track, and submit to CITY the Breakdown of the cost of Lump Sum Items and Force Account billings from Contractor.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes two (1) hour per week for the PM and three 1.5) hour per week for the Administrator for twenty-four (24) weeks.

Deliverables

- Resolution of any documentation deficiencies as noted by the WSDOT Region Local Programs Engineer and submitted on a PMR Summary.
- Contractor Request to Sublet Work Form.
- Employee Interview Reports and owner-operator checks – Maintain in project files. Submit originals with final Project documentation per task 5.4.
- One copy of all project documentation of this task, maintained, organized, and provided as part of final Project documentation per task 5.4.
- Draft CCO, EWO and FA documents with supporting documents (cost estimate and justification) - Submit to CITY by date agreed to when work was requested.

Task CE-2.3 Monthly Preliminary Progress Estimates

CONSULTANT shall review the Contractor's Application and Certificate of Payment (form 570-020A), provide feedback and resolution of the monthly progress payment.

CONSULTANT shall prepare all source documents as Field Note Records (Form 422-635, 422-636 & 422-637) for the monthly preliminary progress estimate for Contractor's work performed through the last working day of the month. All Field Note Records will be submitted to the CITY when requested and with the final documentation.

No later than the 10th of the month, CONSULTANT shall submit to the CITY via e-mail the executed certificate of payment.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes preparation of up to five (5) monthly estimates, including: four (4) hours each month for the Administrative Assistant to review and transmit per month. The Inspector is anticipated to support the Administrator's review and transmittal of this work product during, and that effort is included in Task 3.1.

Deliverables

- Monthly Preliminary Progress Estimate Application and Certificate of Payment - Completed and ready for CITY review by the 10th of the month following each month in which Contractor work was performed.

Task CE-2.4 Weekly Project Progress Meetings

CONSULTANT shall conduct weekly Project Progress Meetings with the Contractor, CITY, and other third parties, if required. The Project Progress Meetings are intended to monitor the project and promote PROJECT planning, progress, proper communications, effective working relationships, and timely issue resolution.

CONSULTANT shall conduct additional activity-specific technical kick-off meetings for various activities required by the construction Contract.

CONSULTANT shall:

- Schedule weekly Project Progress Meetings as agreed to by the CITY.
- Project Progress Meetings are recommended to be held weekly during active construction periods and at the startup of the project but may be held less frequently during periods of low construction activity.
- Prepare Project Progress Meeting agendas.
- Attend and participate in Project Progress Meetings
- Record and distribute general Project Progress Meeting minutes upon request.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than three (3) Consultant staff attending and twenty (20) meetings are assumed, see Section E.1 Project Schedule. The CI shall be present at all Progress Meetings.

Deliverables

- Project Progress Meeting minutes – Submit via email, 1 copy to each attendee upon request.
- Request to cancel Project Progress Meetings based on inactive construction period – Submit written request electronically to CITY at least 2 business days prior to scheduled meeting.

Task CE-2.5 Shop Drawing and Submittal Review

CONSULTANT shall review and disseminate to the CITY construction shop drawings and working drawings submitted either electronically or in paper form by the Contractor. CONSULTANT shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the Contractor. CONSULTANT shall conduct submittal review in accordance with Section 1-05.3 of the Standard Specifications, and the WSDOT Construction Manual, Chapter 1-2.4H – Contractor Shop Plans and Working Drawings. Of the multiple copies of each shop drawing received from Contractor, CONSULTANT shall:

- Maintain 1 of the as-submitted copies in the Project files.
- Conduct review and prepare up to three (3) mark-up/comment copies of the shop drawing, if provided as paper copy or one scanned and signed mark-up electronic (PDF) format if provided electronically. Stamped Drawings and submittals shall be signed and dated by CONSULTANT and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings and technical submittals shall be signed, dated, and marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all shop drawings.

CONSULTANT shall facilitate and assist with the review the following submittals as required using the guidelines in WSDOT’s Construction Manual, Chapter 1-2.4H – Contractor Shop Plans and Working Drawings, and the Standard Specifications Section 1-05.3:

- Traffic Control Plans (TCP) and temporary closure requests
- Temporary Erosion & Sediment Control Plan (TESC)
- Spill Prevention, Control, and Countermeasure Plan (SPCC)
- Construction schedules (baseline and monthly updates)

- Drainage modifications submittals and sketches
- Retaining Wall
- Others as required by construction contract specifications.

ASSUMPTIONS FOR BUDGETING PURPOSES: We anticipate reviewing up to twenty-five (25) submittals, including revised submittals with an average time for review and transmission of three (1.5) hours per submittal.

Deliverables:

- Return approved shop drawings with comments:
 - Electronic copy Submittals (within period established in construction contract specified requirements)-
 - 1 copy to CITY
 - 1 copy to Contractor
 - 1 copy maintained in Project files.

Files Retained by CONSULTANT:

CONSULTANT shall maintain files of all reviewed shop drawing submittals according to the retention period set forth in the terms and conditions of the Contract. The Local Agency may request these files at any time during the retention period. CONSULTANT shall provide the files to the Local Agency within 14 calendar days of the request.

Task CE-2.6 Consultation during construction

CONSULTANT shall facilitate and assist with the consultation and technical services regarding design issues raised during construction of the PROJECT. CONSULTANT shall clarify construction contract documents and provide written responses to Requests for Information (RFIs). The design consultation will occur only as required and may be ongoing throughout the PROJECT.

Upon request of the Contractor or CITY during construction, CONSULTANT shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Prepare response to RFI's and all matters involving design changes.

ASSUMPTIONS FOR BUDGETING PURPOSES: We anticipate facilitating and assisting with approximately four (4) RFI's with an average of four (4) hours per RFI, for a total of sixteen (16) hours of support and assistance. RFI's will be recorded in a log concurrently with the submittal log. Subconsultants will have additional time commensurate with their portion of the project.

Deliverable:

- Written documentation of responses to Contractor or CITY inquiries – Submit 1 copy to CITY within 2 business days of inquiry unless other delivery date is agreed to.
- RFI and CCO log available to the CITY upon request.

TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION

CONSULTANT shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. CONSULTANT shall coordinate and

conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on CONSULTANT'S evaluation of the Contractor's schedule, Contract documents and as outlined in the WSDOT Construction Manual, the WSDOT Local Agency Guidelines (LAG), the WSDOT Materials Manual.

CONSULTANT shall have a qualified Inspector on site during critical construction operations. CONSULTANT shall monitor the Contractor's quality control process for compliance with the construction Contract requirements.

CONSULTANT shall perform work zone monitoring as required by the WSDOT Construction Manual and the construction contract documents. Accordingly, CONSULTANT shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction.
- Temporary Traffic Control measures
- Erosion Control installation and maintenance

CONSULTANT shall monitor the Project to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the CONSULTANT, then the CONSULTANT shall take appropriate action to require compliance by the Contractor:

- Contractor's Daily Report of Traffic Control - Summary form 421-40A
- Permit Compliance reporting, weekly at a minimum.

Task CE-3.1 Construction Activity Monitoring

CONSULTANT shall perform compliance monitoring related to permit conditions agreed upon with State and Federal regulatory agencies through and as included in the construction contract.

CONSULTANT shall conduct site inspections to assist Contractor and CITY in maintaining compliance with issued regulatory permits and the special provisions.

CONSULTANT shall review the Contractor's submittals for the TESC, and SPCC for compliance with the construction contract and permits.

CONSULTANT shall coordinate monitoring with activities that have significant environmental components, including Clearing and Grading work.

CONSULTANT shall identify deficiencies and potential permit compliance issues and provide guidance to Local Agency, LAPM and CC to aid in avoiding potential regulatory involvement or violations.

CONSULTANT shall evaluate on-site conditions and construction techniques during site inspections to assess compliance with Project permits, the SPCC, the TESC, proposed site rehabilitation measures, and general environmental conservation measures. In the event that deficiencies are noted, CONSULTANT'S Environmental Specialist shall immediately bring the deficiency to the attention of the Contractor and CITY, recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

CONSULTANT shall conduct daily review of the work site summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

CONSULTANT shall provide inspection concurrently with the Contractor's operation. CONSULTANT shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. CONSULTANT shall perform inspections as detailed in the WSDOT Construction Manual and the WSDOT Local Agency Guidelines (LAG). CONSULTANT shall prepare Inspector Daily Reports of construction for days CONSULTANT is on site.

CONSULTANT shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the WSDOT Construction Manual, CONSULTANT shall prepare source documents for all pay items and include supporting documentation to support each payment. CONSULTANT shall keep quantity documentation current at all times and available for Local Agency review upon request.

CONSULTANT shall document, with digital photographs, the site conditions prior to the CC mobilizing on-site, specifically conditions of trees and paved surfaces immediately adjacent to the project limits.

ASSUMPTIONS FOR BUDGETING PURPOSES: One (1) full time inspector for 60 working days at 8 hours per day of inspection before and/or after the contractors mobilizes or is substantially complete. Of the 80 working days the contractor is allotted, we assume only 60 days will have active construction.

Deliverables:

- Inspector's Daily Reports (IDR's) form 422-004 – Completed each day CONSULTANT is on-site. Make available for review at CONSULTANT'S field office or home office. Originals submitted to CITY with final Project documentation submittal per task 5.4.
- Source Documents - Field notes, calculations, receipts, invoices, reports used to determine project pay quantities, installation sheets, and other supporting documentation – Complete as work is performed. Make available for Local Agency review as needed and submit with final Project documentation per task 5.4.
- CC's EEO/DBE and OJT/Apprenticeship reports, if required – Submit as required by construction contract.

Task CE-3.2 Quality Control Monitoring & Testing

CONSULTANT shall document the work and Non-field-Tested Materials incorporated into the Project by completing Field Inspection/Verification Reports (RAM/QPL) as required by the WSDOT Construction Manual. It is assumed that WSDOT will be providing the Record of Material (ROM) for the project. CONSULTANT shall keep a log of the reports and other supporting quality documentation and keep up to date and available for review by Local Agency. CONSULTANT shall ensure that all the quality documentation requirements for the ROM are met.

CONSULTANT shall monitor the Quality Control (QC) program for conformance with requirements of the WSDOT Materials Manual and the construction contract documents.

CONSULTANT'S SUBCONSULTANT, Columbia West Engineering Inc. will provide on-call construction testing services as requested by the Project.

CONSULTANT shall:

- Review and monitor the Contractor's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with Construction Contract requirements.
- Maintain a quality documentation log in accordance with the ROM.
- Obtain, review, and compile all required Project quality documentation in accordance with the WSDOT Construction Manual and the construction contract documents.
- Prepare quality price adjustments as necessary for materials per the Standard Specifications

ASSUMPTIONS FOR BUDGETING PURPOSES: This task is budgeted for the DOWL's Material Quality Control Technician to spend 40 hours for:

- Coordinating testing with the inspector, contractor and testing company
- Managing the ROM
- Reviewing test results
- Resolving field testing issues

Assumptions for onsite testing visits:

- 9 total trips for earthwork and compaction
- 7 total trips for concrete testing and inspection
- 9 total trips for specimen pickup/transport/processing

Assumptions for Laboratory Services:

- 24 concrete cylinder strength tests
- 6 grout cube strength tests
- 2 soil Proctor tests
- 2 sieve tests
- 2 sand equivalent tests
- 2 fracture face determination tests
- 2 Rise Density tests
- 1 each oil content furnace calibration and oil content & gradation tests

Deliverables:

- Field Acceptance/Verification Report (RAM/QPL) (Form 350-130) and quality document log - Maintained with Project files throughout the Project and available for Local Agency review as needed. Submit originals to Local Agency with final Project documentation per task 5.4.
- Daily field reports from Columbia West staff when on-site testing occurs.
- Laboratory test results from Columbia West

TASK CE-5 PROJECT CLOSE-OUT

CONSULTANT shall complete interim and final on-site inspections and submit all Project records required for final payment and project acceptance.

Task CE-5.1 Final Inspection(s) and Submittals

CONSULTANT shall schedule a final inspection of the project per 1-05.11 once the physical work has been completed, including final cleanup and extra work. If additional construction items are identified, CONSULTANT shall prepare a punch list of items to be corrected by the Contractor. Once the punch list items have been corrected, CONSULTANT shall meet at Project site with Local Agency for a follow-up to the Final Inspection. Once Contractor has satisfactorily completed all construction contract work and fulfilled its obligations concerning Project documentation per 1-08.5(2), CONSULTANT shall prepare the written notice of the Completion Date.

CONSULTANT shall complete a Project Managers Narrative Report after notification of the physical completion, but prior to notification of the completion date.

CONSULTANT shall notify the Contractor of the completion date after all construction contract work and inspections are complete, and all required documentation is submitted per Standard Specification, Section 1-05.12.

ASSUMPTIONS FOR BUDGETING PURPOSES: It is assumed that the PM and Inspector will spend one (1) day performing the final inspection.

Deliverables:

- Notify the CITY of Substantial Completion date.
- Punch list of items to be corrected following the final inspection.
- Notify CITY of Substantial/Physical Completion Date
- Notify CITY of Final Completion Date
- Project Manager’s Narrative Report

Task CE-5.2 As-Built Plans and Shop Drawings

CONSULTANT shall provide redline as-built plans and shop drawings in conformance with WSDOT Construction Manual Chapter 10, Section 3.10.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task has been budgeted for the Inspector to spend one (1) day preparing red-line copies for submittal.

Deliverables & Schedule

In addition to the deliverables listed below, CONSULTANT shall submit paper format of as-built mark-ups to CITY for review.

Task CE-5.3 Submittal of Final Project Documentation

CONSULTANT shall organize and submit the final Project documentation as detailed in the WSDOT LAG Chapter 52.83a-f.

Within 15 calendar days after the Contractor is notified of the Completion Date the CITY will notify the Region Local Programs Engineer the project is complete. The Region Local Programs Engineer will then conduct a WSDOT Project Review and attend the final inspection.

ASSUMPTIONS FOR BUDGETING PURPOSES: The Inspector is budgeted for ten (10) hours, the Administrator ten (10) hours and the PM two (2) hours to complete and submit the required documents.

Deliverables:

- All final Project quality and quantity documentation – Original documents must be submitted to the CITY within 30 calendar days after receiving the Region Local Agency Engineers PMR or documentation Review.

E.1 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a May 2, 2024, bid opening for the CC. It is anticipated that the Contractor will receive NTP no later than June 10, 2024. CITY shall issue the CC Notice of Award in accordance with 1-03.2 of the Standard Specifications.

- Physical Completion Date is 80 working days as specified in the construction contract which is anticipated to be on or about September 27, 2024.

Regardless of the schedule for deliverables identified in specific tasks, all tasks, and deliverables except Claims Support (if applicable) must be completed no later than April 30, 2025.

Exhibit B
DBE Participation

See attached Exhibit B-1 - DBE Goal Letter (0%).

Exhibit B-1 DBE Goal Letter

February 1, 2024

Ms. Carolyn Sourek, PE
Public Works Director
City of Stevenson
PO Box 371
Stevenson, Washington 98648

**City of Stevenson
1st Street Pedestrian Amenities & Overlook
TAP-30A2(001)
DBE Goal**

Dear Ms. Sourek:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a **Zero** percent DBE goal for consultants on this project is appropriate. This evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the advertisement is scheduled for a date more than one year after the date of this letter or the cost estimate changes more than twenty percent prior to going to advertisement, reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project. Additionally, payment reporting in the Diversity Management and Compliance System (DMCS) will be a requirement of this consultant agreement.

If you have any questions, you can contact me at 360.705.7383, or by email at BrittoM@wsdot.wa.gov.

Sincerely,

Michele L. Britton, PE
Asst. State Local Programs Engineer
Local Programs

MLB:jd:ml

cc: Rob Klug, Southwest Region Local Programs Engineer

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- Electronic copies of field notes (PDF)
- Draft and Final location survey and basemaps (CAD, PDF, and XML)
- Network Control Points Files (ASCII and MS Excel)

*if produced

B. Roadway Design Files

NA

C. Computer Aided Drafting Files

CAD files

*if produced

D. Specify the Agency's Right to Review Product with the Consultant
Agency to review all product drafts prior to going out to contractor

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

Field notes

Photos

Meeting minutes

Approved RFIs and Schedules (with comments when applicable)

Correspondence with contractor

WSDOT LP and Funding agency documentation produced on behalf of the Agency

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

Agency to coordinate with funding agencies and act as prime point of contact for the design engineer and
WSDOT LP CA

Public outreach is also an Agency point task

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Email as primary

Option to use consultant FTP site when required

A. Agency Software Suite
Microsoft

B. Electronic Messaging System
Email

C. File Transfers Format
Consultant preference

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D-1 - Prime Consultant Cost Worksheet
See attached Exhibit D-2 - Prime Consultant Hours Worksheet
See attached Exhibit D-3 - Prime Consultant Indirect Cost Rate Approval
See attached Exhibit D-4 - Prime Consultant Actuals Not to Exceed Table

Exhibit D - 1 - Prime Consultant Cost Worksheet

**Agreement Number
City of Stevenson 1st Street Pedestrian Overlook CA/CEI
DOWL
Cost Worksheet**

Firm Name: PRIME

Class	Classification	Role	Staff	Hours	x	Rate	=	Cost
	CIVIL ENGINEER 4 (Bohanek)	Principal	Bohanek	4		\$ 90.87		\$ 363.48
	DEPUTY (Kelly)	Project Manager	Kelly	78		\$ 97.84		\$ 7,631.52
	CIVIL ENGINEER 4 (Miles)	Designer	Miles	0		\$ 90.87		\$ -
	CONSTRUCTION PROJECT COORDINATOR 4 (Fernando)	Assitant PM	Fernando	51		\$ 56.98		\$ 2,905.98
	CONSTRUCTION PROJECT COORDINATOR 3 (Cendana)	Inspector	Cendana	525		\$ 52.64		\$ 27,636.00
	ADMINISTRATIVE ASSISTANT 3 (Kamsler or Polly)	Adminstrator	Kamsler or Polly	125		\$ 40.28		\$ 5,035.00
	CONSTRUCTION PROJECT COORDINATOR 2 (Downer)	Material Inspector	Downer	40		\$ 41.58		\$ 1,663.20
				0		\$ -		\$ -
				0		\$ -		\$ -
				0		\$ -		\$ -
			Total Hours	823				
							Total Direct Labor	\$ 45,235.18
Overhead & Fee								
	Overhead Cost @		160.50% of Direct Labor					\$ 72,602.46
	Fee @		30.0% Direct Labor					\$ 13,570.55
	Total Direct Labor, Overhead and Fee							\$ 131,408.20
Direct Non-Salary Costs								
	60 round trips, vancouver office to Stevenson			5400	\$	0.67		\$ 3,618.00
	Construction Testing Services			1	\$	18,925.00		\$ 18,925.00
							Direct Non-Salary Costs Total	\$ 22,543.00
							Prime Subtotal	\$ 153,951.20

Exhibit D - 2 - Prime Consultant Hours Worksheet
Agreement Number
City of Stevenson 1st Street Pedestrian Overlook CA/CEI ESTIMATED HOURS
Prime Consultant - DOWL

Labor Estimate

\$ 263.98 \$ 284.23 \$ 263.98 \$ 165.53 \$ 152.92 \$ 117.01 \$ 120.79 \$ -

Work Elem.	Sub Elem.	Description	CIVIL ENGINEER 4 (Bohanek)	DEPUTY (Kelly)	CIVIL ENGINEER 4 (Miles)	CONSTRUCTION PROJECT COORDINATOR 4 (Fernando)	CONSTRUCTION PROJECT COORDINATOR 3 (Cendana)	ADMINISTRATIVE ASSISTANT 3 (Kamsler or Polly)	CONSTRUCTION PROJECT COORDINATOR 2 (Downer)		Total Hours	Fee
CE-01		PROJECT MANAGEMENT AND ADMINISTRATION	4	19	-	12	-	11	-	-	46	9,730
	1.1	Coordination	4	12		12		4			32	6,921
	1.2	Status Reports and Invoices		7				7			14	2,809
CE-02		CONSTRUCTION CONTRACT ADMINISTRATION	-	49	-	39	19	102	-	-	209	35,223
	2.1	Pre construction Conference		4			6	6			16	2,756
	2.2	Construction Contract Administration		12		12		36			60	9,610
	2.3	Monthly Preliminary Progress Estimates						20			20	2,340
	2.4	Project Progress Meetings		20		20		20			60	11,335
	2.5	Shope Drawings and Submittal Review		5		7	13	12			37	5,972
	2.6	Consultation During Construction		8				8			16	3,210
CE-03		CONSTRUCTION ENVIRONMENTAL COMPLIANCE AND WORKZONE MONITORING AND INSPECTION	-	-	-	-	480	-	40	-	520	78,233
	3.1	Construction Activity Monitoring					480				480	73,401
	3.2	Quality Control Monitoring							40		40	4,832
CE-05		PROJECT CLOSE-OUT	-	10	-	-	26	12	-	-	48	8,222
	5.1	Final Inspection and Submittals		8			8				16	3,497
	5.2	As-Built Plans and Shop Drawings						2			10	1,457
	5.3	Submittal of Final Project Documentation		2			10	10			22	3,268
		Total	4	78	-	51	525	125	40	-	823	131,408.20

Exhibit D-3 - Prime Consultant Indirect Cost Rate Approval



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 15, 2023

DOWL, LLC
701 Fifth Avenue, Suite 4120
Seattle, WA 98104

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Kristina Huntley:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 160.50% based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
Schatzie Harvey (Aug 16, 2023 13:54 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit D-4 - Prime Consultant Actuals Not to Exceed Table

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: DOWL, LLC 701 Fifth Avenue, Suite 4120 Seattle, WA 98104	
Job Classifications	Direct Labor Hourly Billing Rate NTE
ADMINISTRATIVE ASSISTANT 3	\$40.28
ADMINISTRATIVE ASSISTANT 5	\$56.11
BRIDGE ENGINEER 1	\$43.18
BRIDGE ENGINEER 3	\$46.68
BRIDGE ENGINEER 5	\$57.56
BRIDGE ENGINEER 7	\$73.22
CIVIL ENGINEER 2	\$51.00
CIVIL ENGINEER 3	\$62.80
CIVIL ENGINEER 4	\$90.87
CONSTRUCTION PROJECT COORDINATOR 2	\$41.58
CONSTRUCTION PROJECT COORDINATOR 3	\$52.64
CONSTRUCTION PROJECT COORDINATOR 4	\$56.98
DEPUTY	\$97.84
DIRECTOR	\$105.50
DRAFTING TECHNICIAN 2	\$38.00
DRAFTING TECHNICIAN 3	\$54.36
ENGINEERING AIDE 2	\$30.00
ENVIRONMENTAL SPECIALIST 3	\$42.56
ENVIRONMENTAL SPECIALIST 5	\$67.93
LAND SURVEY 2	\$48.04
LAND SURVEY 3	\$63.08
PROPERTY & ACQUISITION SPECIALIST 4	\$55.00
SENIOR GRAPHIC DESIGNER	\$45.00
TRANSPORTATION ENGINEER 2	\$47.51
TRANSPORTATION ENGINEER 3	\$53.00
TRANSPORTATION ENGINEER 4	\$60.02
TRANSPORTATION ENGINEER 5	\$77.06
TRANSPORTATION ENGINEER INTERN	\$25.00
TRANSPORTATION PLANNING SPECIALIST 1	\$40.15
TRANSPORTATION PLANNING SPECIALIST 3	\$44.94
TRANSPORTATION PLANNING SPECIALIST 5	\$68.93

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See attached Exhibit E-1 - Sub Consultant Cost Worksheet (Rhino)

See attached Exhibit E-2 - Sub Consultant Hours Worksheet (Rhino)

See attached Exhibit E-3 - Sub Consultant Indirect Cost Rate Approval (Rhino)

See attached Exhibit E-4 - Sub Consultant Actuals Not to Exceed Table (Rhino)

Exhibit E - 1 - Sub Consultant Cost Worksheet
 Agreement Number
City of Stevenson 1st Street Pedestrian Overlook CA/CEI
SUBCONSULTANT 1- Rhino One
Cost Worksheet

Firm Name: Rhino One

Class	Classification	Role	Staff	Hours	x	Rate	=	Cost
	Principal Geotechnical Engineer			25		\$ 80.86		\$ 2,021.50
				0		\$ -		\$ -
				0		\$ -		\$ -
			Total Hours	25		Total Direct Labor		\$ 2,021.50

Overhead & Fee

Overhead Cost @	119.01% of Direct Labor	\$ 2,405.79
Fee @	30.0% Direct Labor	\$ 606.45

Total Direct Labor, Overhead and Fee \$ **5,033.74**

Direct Non-Salary Costs

				Cost
Automobile	Office to site	Miles	180 \$ 0.670 \$/Mi	\$ 120.60
Photocopies		Copies	\$/copy	\$ -
Postage / Delivery (allowance)				\$ -
Parking		Events	\$/event	\$ -

Direct Non-Salary Costs Total \$ **120.60**

Total \$ **5,154.34**

SUBCONSULTANT 1- Rhino One Total Cost:

Rounded **\$ 5,154**

Exhibit E - 2 - Sub Consultant Hours Worksheet
Agreement Number
SUBCONSULTANT ESTIMATED HOURS

SUBCONSULTANT - Rhino One

Labor Estimate

\$ 201.35 \$ - \$ -

Work Elem.	Sub Elem.	Description	Rajiv			Total Hours	Fee
						25	5,033
1.1		Project Management Coordination, progress reporting and invoicing	5			5	1,007
2.7		Submittal Review Wall submittal	10			10	2,013
3.1		Inspection up to 2 site visit for wall construction	10			10	2,013
		Total	25	0	0	25	5,033

Exhibit E-3 - Sub Consultant Indirect Cost Rate Approval (Rhino)



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 24, 2023

Rhino One, LLC
12308 NE 56th Street, Unit 1107
Vancouver, WA 98682

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Rajiv Ali:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 119.01% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(May 25, 2023 11:22 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

May 25, 2023

SH: HK

Exhibit E-4 - Sub Consultant Actuals Not to Exceed Table (Rhino)

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: <u>XXXX</u>				
Rhino One LLC				
12308 NE 56th Street Unit 1107				
Vancouver, Washington 98682				
Job Classifications	Direct Labor Rate	Overhead	Fixed Fee	All Inclusive
	NTE*	NTE*	NTE	Hourly Billing Rate NTE
Principal Geotechnical Engineer	\$80.86	119.01%	30.00%	\$201.35
Senior Pavement Engineer	\$65.00	\$96.23	\$24.26	\$161.86
Project Geotechnical Engineer	\$52.00	\$77.36	\$19.50	\$129.49
Geotechnical Engineering Staff	\$40.00	\$61.89	\$15.60	\$99.60
Staff Engineering Geologist	\$45.00	\$47.60	\$12.00	\$112.05
CAD / GIS Technician	\$40.00	\$53.55	\$13.50	\$99.60
Field Technician	\$35.00	\$47.60	\$12.00	\$87.15
		\$41.65	\$10.50	\$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
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		\$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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
DOWL

whose address is

5 Centerpointe Drive; Suite 350; Lake Oswego, OR 97035

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Stevenson and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: Original

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Exhibit G-1(b) Certification of

I hereby certify that I am the:



Other

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

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

166

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

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

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: Original

167

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

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

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

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

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

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: Original

168

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 1st Street Pedestrian Amenities & Overlook * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DOWL

Signature

Project Manager

Title

Date of Execution***:

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

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

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

Agreement Number: Original

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ NA

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

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ NA

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

NA

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Agency City of Stevenson		Supplement Number 01
Federal Aid Project Number 30A2(001)	Agreement Number 2- LA09765 OS	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name 1st Street Pedestrian Amenities and Overlook Project

Length 0.23 mi

Termini West of Columbia Ave to Lutheran Church Road

Description of Work No Change

The project will include crosswalk striping, vegetated curb extensions, new sidewalk, pedestrian overlook, path connecting to existing waterfront path, and streetscaping. +

Reason for Supplement

Time lapse from original request. Moving into Construction Phase.

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 2/28/2027

Advertisement Date

4/17/2024

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	0.00	0.00	0.00	0.00	0.00
	b. Other - Consultant	153,526.00	0.00	153,526.00	20,726.00	132,800.00
Federal Aid Participation Ratio for PE	c. Other - Ineligible	32,274.00	35,263.00	67,537.00	67,537.00	0.00
	d. State Services	2,000.00	0.00	2,000.00	2,000.00	0.00
	e. Total PE Cost Estimate (a+b+c+d)	187,800.00	35,263.00	223,063.00	90,263.00	132,800.00
Right of Way 0 %	f. Agency	0.00	0.00	0.00	0.00	0.00
	g. Other	0.00	0.00	0.00	0.00	0.00
Federal Aid Participation Ratio for RW	h. Other	0.00	0.00	0.00	0.00	0.00
	i. State Services	0.00	0.00	0.00	0.00	0.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract	0.00	684,351.00	684,351.00	92,387.00	591,964.00
	l. Other - Consultant CM	0.00	82,122.00	82,122.00	11,086.00	71,036.00
	m. Other - Ineligible CN Contract	0.00	111,068.00	111,068.00	111,068.00	0.00
Federal Aid Participation Ratio for CN	n. Other - Ineligible Consult. CM	0.00	26,344.00	26,344.00	26,344.00	0.00
	o. Agency	0.00	1,000.00	1,000.00	1,000.00	0.00
	p. State Services	0.00	3,000.00	3,000.00	3,000.00	0.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	907,885.00	907,885.00	244,885.00	663,000.00
r. Total Project Cost Estimate (e+j+q)		187,800.00	943,148.00	1,130,948.00	335,148.00	795,800.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title Mayor
Agency Date 3/19/2024

Washington State Department of Transportation

By
Director, Local Program
Date Executed

**Stephanie
Tax**

Digitally signed by
Stephanie Tax
Date: 2024.03.27 10:58:59
-07'00'

Agency City of Stevenson	Supplement Number 01
Federal Aid Project Number 30A2(001)	Agreement Number 2- LA09765
	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	03/21/2024
Federal Aid Project Number	30A2(001)			DUNS Number	025644102
Local Agency Project Number	1st East	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001512

Agency City of Stevenson	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 1st Street Pedestrian Amenities and Overlook		Start Latitude N 45.694186	Start Longitude W 121.880492		
		End Latitude N 45.695374	End Longitude W 121.878712		
Project Termini From-To West of Columbia Ave/ Lutheran Church Rd		Nearest City Name Stevenson		Project Zip Code (+4) 98648- 0371 4215 05	
Begin Mile Post 0.4	End Mile Post 0.7	Length of Project 0.23	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 30A.2	Begin Mile Point 0.7	End Mile Point 0.23	City Number 1250	County Number 30	County Name Skamania
WSDOT Region Southwest Region	Legislative District(s) 14 17 05	Congressional District(s) 3		Urban Area Number -	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$223,100	\$90,300	\$132,800	05	2020
R/W	\$0	\$0	\$0	NA	
Const.	\$907,900	\$244,900	\$663,000	05	2024
Total	\$1,131,000	\$335,200	\$795,800		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 38-60'	Number of Lanes 2
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The existing facility includes 2 travel lanes, one parking lane, one sidewalk, a narrow shoulder, inadequate pedestrian ramps and guardrail.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will include crosswalk striping, vegetated curb extensions, new sidewalk, pedestrian overlook, path connecting to existing waterfront path, and streetscaping.

Local Agency Contact Person Carolyn Sourek	Title Public Works Director	Phone 5094275970
Mailing Address PO Box 371	City Stevenson	State Zip Code WA 98648
Project Prospectus	By  Approving Authority	Date 3/22/24
	Title Mayor	

Agency City of Stevenson	Project Title 1st Street Pedestrian Amenities and Overlook	Date 03/21/2024
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width 38-60'	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Terrain		
Posted Speed	25	25
Design Speed	25	25
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By WSP-Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
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Environmental Considerations

Agency City of Stevenson	Project Title 1st Street Pedestrian Amenities and Overlook	Date 03/21/2024
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
---	--

Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utility work, if necessary, is limited to the storm water needs of this corridor and the city water system. Subsurface would occur in conjunction with the project. No overhead utilities exist in the project corridor.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No


Remarks

Key Way, a private grass airstrip, is located ~ 1.4 miles from the project. The grass airstrip is located at an elevation approximately 800 feet above the project location, and the project would not impact the operations of the Key Way airstrip.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date 3/22/2024

Agency City of Stevenson

By  Mayor/Chairperson

Coordinating Low-income Housing Planning (CLIHP) Grant Instructions 2023-2025

**GROWTH MANAGEMENT
SERVICES**

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Grant Overview

The Department of Commerce (Commerce) has identified that Washington state will need 1.1 million more housing units by 2044 to meet our future housing needs, and half of that need is for the lowest income housing segments, or those earning below 50% of area median income (AMI). In addition, there is a projected need of 91,000 emergency housing beds by 2044.¹

Over the next few years, local governments will update their comprehensive plans under the Growth Management Act (GMA). For the first time, local governments will need to plan for housing for all income levels, and for permanent supportive housing and emergency housing.²

Based on this significant housing need and this new planning framework, it is important that land use planners engage with emergency housing professionals to plan for and accommodate housing affordable to all incomes. Similarly, affordable housing and emergency housing professionals will be contributing to updates of Housing and Urban Development (HUD) Consolidated Plans and/or their county's 5-year homelessness plans by 2025, and coordination with land use planning will be beneficial.

To meet these housing needs, significant planning and coordination across sectors and disciplines is needed. This new Coordinating Low-income Housing Planning (CLIHP) grant will support coordinated regional planning efforts through grants to local governments as they embark on this work.

Grant Objectives

- Support coordination of land use planning and homeless service planning to better plan for our state's housing needs as both disciplines update their planning documents.
- Support counties and cities to work together to coordinate resources and plan for their lowest income housing needs through their upcoming comprehensive plans, consolidated plans, homelessness plans, and other efforts.
- Incentivize jurisdictions to develop policies and regulations that allow and encourage housing that supports our lowest income households and reduces unsheltered homelessness.

Eligible Grant Activities

The following activities are eligible for funding up to \$25,000. A minimum of one of the following required activities must be completed.

- For counties that have a HUD Consolidated Plan (5 counties) – coordinate HUD Consolidated Plans and 5-year homelessness plans with Growth Management Act (GMA) comprehensive plans so they have consistent policies and data as they all are updated over the next few years.
- For Balance of State jurisdictions³ – coordinate planning of 5-year homelessness plans with GMA comprehensive plans so they have consistent policies and data.

¹ By comparison, we have approximately 3 million homes in Washington today and about 15,150 emergency housing beds in the Washington Housing Inventory Count as of early 2023.

² See Definitions at the end of this document for explanation of terms.

³ See <https://deptofcommerce.box.com/s/sxe8ml6qkrj1p1c4qkkbcq86ow8wxr9s> for "balance of state" jurisdictions.

- Develop countywide planning policies that support planning for the lowest income housing needs and allocations of countywide housing needs to individual jurisdictions, including allocation of emergency housing and permanent supportive housing (PSH) needs.
- Coordinate conversations and resource sharing between counties and cities on affordable housing and homelessness planning.
- Other activities related to implementing grant objectives, as approved by Commerce.

In addition to the above eligible activities, jurisdictions may apply for up to \$25,000 in additional funds for more of the above activities and/or one or more of the following optional activities so long as the work benefits all eligible jurisdictions on the application:

- Updating development regulations to allow emergency housing and shelters, PSH and transitional housing in more areas, consistent with [RCW 35A.21.430](#), [RCW 35.21.683](#), and [RCW 36.70A.070\(2\)\(c\)](#).
- Community planning and implementation of land use incentives and regulatory changes to encourage development of more affordable housing types, particularly those for households below 50% of area median income (e.g., adoption of regulations to reduce parking requirements, create proportional impact fees or system development charges that encourage smaller more affordable units, allow single-room occupancy housing, etc. or to allow bonus densities for affordable housing development).

Grant Funding Criteria and Amounts

Grant Eligibility

Grants are available to a **county or a city** planning department, or a **county or city** homeless housing lead or similar designated official or department (i.e., local government).⁴ **A non-profit organization may lead the work, but it must be sponsored by a city or a county which would contract with Commerce.**

Grants applicants **must** partner with others in one of the following ways:

- Counties in coordination with one of the two biggest cities,
- A city in coordination with the county, or
- A county or city in coordination with one or more non-profit providers of affordable housing and/or homeless housing or services.

Commerce will award no more than one grant per county, so applicants are encouraged to work together.

Grants are available to both fully planning GMA counties/cities and partially planning GMA counties/cities.⁵

Note that in addition to the above grant application partnerships, a letter of commitment from an elected official is required for the grant application to be deemed complete. See "Letter of Commitment" section below.

⁴ Local non-profit housing or homelessness providers that are not part of a county or city local government are not eligible to be the direct recipient of grant funds, but may partner with a county or city on the grant application and may be a sub-recipient of grant funds from the county or city.

⁵ For a map of fully planning and partially planning counties/cities, see the map on [Commerce's Periodic Update webpage](#). Those counties with stars are partially planning; the remainder are fully planning.

Grant Amounts

One million dollars of funding is available through this grant program, split equally between the two-year biennium. This grant is funded with State General Funds.

Up to \$25,000 in funding is available for one or more of the required eligible activities, and up to \$25,000 of additional funding is available to complete more of the required or optional activities.

Based on the funds available in each state fiscal year, no more than \$25,000 will be awarded to any applicant per state fiscal year.⁶ Funds awarded for each fiscal year must be spent within the fiscal year allotted.

Through the scope of work (SOW) and budget, applicants should indicate what eligible grant activities they propose to do, how much funds are needed for each activity, and a proposed schedule for performing the work and submitting deliverables. Commerce will work with awarded applicants to determine how much funding can be awarded in each fiscal year based on the number of applications and the required fiscal split of the overall grant funds. Given that there is less time to do work in state fiscal year (SFY) 2024, grantees may be more likely to get more funding if they can complete work in SFY 2024.

Grant Deliverables

This grant is a deliverable-based grant, therefore funds will be reimbursed based on receiving the deliverables identified in the scope of work.

Grant Prioritization

Commerce will prioritize grant applications (one per county or planning region) based on the following criteria and guidelines:

- The counties with the highest overall percentage of people whose income is below poverty level (see [this Excel file](#)).
- The counties with the highest overall percentage of future housing needs below 80% of Area Median Income (AMI) as determined by the Department of Commerce in their Housing for All Planning Tool (HAPT) using medium population projections provided by the Office of Financial Management (see [this Excel file](#)).
- Complete proposals and "Additional Evaluation Criteria" included in the application (see the next page for these instructions).
- Funding as many complete county/city applicants as possible.

Grantees with the highest ranking of the first three criteria above will be awarded up to \$25,000 in funds until one completed application from each county (or planning region) is funded or the \$500,000 allocated for grants in each fiscal year is reached. After all eligible grantees receive the base \$25,000 award, and if additional fiscal year grant funds remain, applicants will be eligible for up to \$25,000 in additional funds based on the same ranking criteria.

⁶ State fiscal years run July 1st through June 30th, so State Fiscal Year 2024 (SFY 2024) runs July 1, 2023 through June 30, 2024 and SFY 2025 runs July 1, 2024 through June 30, 2025.

Additional Evaluation Criteria

All grant applications will be reviewed against the following evaluation criteria.

- **Readiness to Proceed: (To be included in cover letter or at the end of the Scope of Work table)**

How ready are the applicants to complete this project in a timely manner? Please describe your plan to initiate and complete the project by June 15, 2025.

If known, identify the key staff or consultants who will be implementing the project along with their history regarding their ability to successfully complete grant projects. Please indicate if you plan to hire a consultant but have not started the process.

- **Local Commitment to the Project: (To be included in cover letter or attachment to cover letter):**

Indicate the level and type of support that the appropriate legislative body(s) will provide to the project. For example, include the amount of staff time, resources, and/or funding that is committed to the project, as well as other funding and “in-kind” support.

- **Scope of Work: (To be addressed at the end of the Scope of Work and Project Schedule table)**

Explain why you selected the actions and deliverables in your scope of work. Grant award amounts will consider the level of effort involved in the scope of work. (e.g., Jurisdictions who propose one meeting or minimal work to complete grant deliverables may receive lower award amounts than a jurisdiction with a wider scope of work that seeks funding to hold multiple coordination meetings or complete more extensive work to develop policies and gather information.)

- **Proposed Budget:**

As presented in the Proposed Budget/Financial Information table (no narrative required).

Interaction with other Grants

If you have applied, or intend to apply, for other grants from Commerce, such as periodic update grants (PUG), the agency cannot pay for the same work item more than once. *If similar or overlapping activities are in more than one grant, the work items must be carefully defined so they do not duplicate work paid for by another Commerce grant or another source of state funding.*

Grant Timeline

- January 11, 2024: Grant applications available on the Growth Management grants website: <https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>
- January 23, 2024, from 3 to 4 pm: Pre-application Zoom conference about the grant. [Use this link](#) to register for the pre-application Zoom conference and an email will be sent to you will access information.
- **February 16, 2024 at 5:00 pm: Grant application due to Commerce for first review.** Submit completed applications to gmsgroups@commerce.wa.gov.
 - **Applications will continue to be received through March 29, 2024, but applications received by February 16th will receive first priority for funds.**

- February 27, 2024: First awards announced. Award letters indicate that work may proceed as the contract is developed and executed.
- June 30, 2024: Deadline for spending contracted funds for first portion of grant (fiscal year 2024 funds). Unspent fiscal year 2024 funds do not rollover.
- June 15, 2025: Final grant deliverables and invoices for second portion of grant (fiscal year 2025 funds) must be submitted to Commerce.

Completing the Grant Application Form

Summary Page

Provide the name of your agency and your partners for this application (see "Grant Eligibility" above), contact information for the point person for this application, and total grant funding requested (max award: \$50,000). Indicate which eligible activities you are requesting funding for.

Jurisdiction Information

Complete the requested fields with all applicants' information. Submit a separate "applicant information page" for each applicant partner (county, city, non-profit). Indicate which entity is the lead for purposes of administering the grant.

Unified Business Identifier (UBI) Number: For entities in Washington state, the 9-digit Unified Business Identifier (UBI) is assigned for doing business in Washington state. It is written as “___-___-___.” Your accounting/finance officer should provide this number or you can search for it here: [Washington State Department of Revenue](#).

Statewide Vendor (SWV) Number: This is a nine digit number assigned by the state to your jurisdiction or organization in order for direct deposit/EFT payments. It is typically written as “SWV xxxxxxx- xx.” Your accounting/finance officer should provide this number. Contact us for more information.

Authorized Official: Please provide the name and title of the official authorized to sign the grant agreement on behalf of the lead jurisdiction. Usually this is the Chair of the County Commission or County Council (for a county) or the Mayor or City Manager (for a city). However, it may be a designated administrative officer, such as the department director, depending on your jurisdiction’s policies and governance structure. Please provide the name and title as it should appear under the grant agreement signature line.

Additional Grant Information

Homeless Coalition Partner: Please identify the homeless coalition partner to be involved in your planning grant work and their contact information. This may be a local county human services or housing agency, Continuum of Care (CoC) provider, or other lead non-profit coordinating homeless services and planning in the county/city. Indicate when and how you notified them that you would be applying for this grant. It is encouraged (but not required) that a letter or email from the organization be provided showing their support of this grant work.

Direct Funding or Technical Assistance: Commerce has the opportunity to provide grant support directly through funding or by contracting with a consultant who would be reimbursed directly from Commerce to provide support for eligible activities. Please indicate your preference for receiving direct support. Note that the

ability of Commerce to provide direct technical assistance via a consultant would depend on the number of interested jurisdictions, timeline for contracting, and availability of consultants.

Scope of Work and Project Schedule

The application shall include a scope of work (SOW) with clear deliverables and a project schedule. This is a performance-based contract, therefore counties or cities will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. Please note this is different than how some consultants currently contract with cities or counties.

The SOW should be itemized into grant objectives, steps and deliverables as explained below. Unless otherwise noted, each of the parts below should have a start and end date. If only a month and year are given, we will assume that the estimated start date is the first day of the first month and the estimated end date is the last day of the last month.

- **“Grant Objectives”** refer to the components of the project (i.e., eligible activities). They are provided as an organizing element within the scope of work, as shown below.
- **“Steps”** are the work activities that this particular portion of the project entails. Steps need an estimated end date. Start dates are optional.
- **“Deliverables”** are the final products that the grant and/or portion of the grant will generate. The applicant will need to deliver these products by the dates indicated in the “End Date” column. Start dates are not needed for deliverables, as the start date is the start of the first step leading to the deliverable.

An example scope of work is included below, **please note the example is for illustrative purposes only.**

When developing your SOW, please be aware that:

- The SOW in the grant application will be used to develop a contract agreement if the grant is awarded.
- **You are likely to receive more funds if half of the deliverables are completed by June 30, 2024, and the other half are completed between July 1, 2024 and June 15, 2025.**
- Applicants are not limited to the number of lines represented on the grant application form. Add additional lines as needed.
- If a grant objective is currently in progress at the time you are applying for this funding, clearly document progress to date and detail the tasks that will be carried out using grant funds. Grant funds may be used for any tasks occurring after July 1, 2023.
- The final due date for any deliverable must be no later than June 15, 2025.

Example Scope of Work

NOTE: The Example Scope of Work below is provided as a guide and should be tailored to each individual jurisdiction's plans.

Grant Objective: Coordinating HUD consolidated plan and 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data			
Action/Steps/Deliverables	Description	Start Date	End Date
Step 1.1	Identify overlapping pieces of comprehensive plan, consolidated plan, and 5-year homelessness plans to coordinate and align.	March 2024	May 2024

Step 1.2	Identify parties to connect with on the grant work (groups or organizations to provide data or who participate in the system), their contact information and their role in the work. Refine timeline for activities, coordinate meeting dates and objectives, identify sources of information, and contract with contractors as needed.	March 2024	April 2024
Deliverable 1	Project plan for grant funds		May 15, 2024
Step 2.1	Coordination meetings	April 2023	June 2024
Deliverable 2	Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings		June 15, 2025
Step 3.1	Develop coordinated strategic policies for comprehensive plan, consolidated plan and 5-year homelessness plan	July 2024	November 2024
Step 3.2	Identify baseline existing conditions data to include in plans	July 2024	November 2024
Step 3.3	Identify future priorities to include in plans	November 2024	March 2025
Deliverable 3	Draft coordinated data and policy pieces for comprehensive plans, consolidated plan, and 5-year homelessness plan		March 15, 2025

Grant Objective: Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for the comprehensive plan, consolidated plan, and 5-year homelessness plan

Step 4.1	Gather land capacity information for each jurisdiction	March 2024	March 2024
Step 4.2	Research allocation methodologies from other jurisdictions	March 2024	March 2024
Step 4.3	Discuss and revise countywide planning policies	March 2024	April 2024
Step 4.4	Discuss and decide on countywide housing needs allocation	April 2024	June 2024
Deliverable 4	Agreement on countywide planning policies and housing needs allocation (formal adoption to follow with annual update, data to be included in consolidated plan and 5-year homelessness plan)		June 15, 2024

Grant Objective: Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs

Step 5.1	Research Commerce's guidance on regulating supportive housing types	July 2024	August 2024
Step 5.2	Draft regulations on supportive housing types	September 2024	November 2024
Step 5.3	Public hearing sessions on supportive housing regulations	December 2024	February 2025
Deliverable 5	Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)		April 30, 2025

Scope of Work Narrative: For each grant objective, please explain why you selected the deliverables in your scope of work and your readiness to proceed with this work.

Budget and Financial Information

In the budget table, provide detailed information about the project’s cost by assigning a cost to each deliverable in the scope of work. Commerce recommends the budget for each deliverable be based on the level of effort and expenses estimated by all parties participating in the work. If a grant is awarded, budget amounts can be adjusted before the final contract agreement is executed to align with consultant expenses (if applicable) or updated information.

Sample Budget to Match SOW Above

NOTE: The example budget below is provided for general format assistance only.

Deliverables	Deliverable Due Date	Commerce Funds SFY 2024	Commerce Funds SFY 2025
Deliverable 1: Project plan, including outline of materials and policies requiring coordination for comprehensive plan, consolidated plan, and 5-year homelessness plan	May 15, 2024	\$10,000	
Deliverable 2: Meeting agendas, attendee list, and notes from coordination meetings	June 15, 2025		\$ 2,500
Deliverable 3: Draft coordinated data and policy pieces for comprehensive plan, consolidated plan, and 5-year homelessness plan	March 15, 2025		\$12,500
Deliverable 4: Agreement on countywide planning policies and housing needs allocations	June 15, 2024	\$15,000	
Deliverable 5: Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)	April 30, 2025		\$10,000
Total:		\$25,000	\$25,000

Letter of Commitment

Authorizing Official Letter

A letter of commitment from the Chair of the county commission or county council, the mayor, city manager, or other authorized official should accompany the completed application form. The letter should include the following language or similar language as modified to your specific grant proposal:

I, [NAME AND POSITION IN COUNTY OR CITY], authorize the [COUNTY/CITY] to propose the attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between counties and cities and we have engaged and submit this application with [NAME OF COUNTY OR CITY PARTNER]. We have also engaged and notified our emergency housing planning lead, [NAME AND TITLE OF PERSON AT LOCAL HOMELESSNESS ORGANIZATION OR AGENCY], of our intention to work with them on these grant activities.

We propose to use the grant funds to [REQUESTED ELIGIBLE ACTION]. We commit to completing this work by June 15, 2025 and have the available resources and staff to support his work if we are awarded the grant funds.

Our proposed timeline for this work is included in the attached scope of work. [PROVIDE ANY OTHER INFORMATION ON READINESS.]

[IF A FULLY PLANNING COUNTY...] We also understand that the GMA requires us to adopt policies and regulations to plan for and accommodate all housing needs. These policies and regulations, informed by this grant work, will be considered and adopted as part of our scheduled periodic review update to our comprehensive plan deadline.

Application Format and Submittal Requirements

The application form should be submitted in Microsoft Word so that it can easily be turned into a contract agreement if selected. Any additional application materials (letters of commitment, cover letter, etc.) should be 15 pages or less. The letter of commitment should be scanned and attached, or have a scanned signature of the elected or appointed individual within the organization authorized to sign this letter. The letter of commitment may be submitted after the application deadline, but must be received before the grant award. Please include a note in your application email when the letter of commitment will be submitted if not included initially.

For more information, please contact:

Laura Hodgson, Housing Planning and Data Manager, laura.hodgson@commerce.wa.gov

Definitions

- **"5-year homelessness plans"** are state-required data-driven plans that aim to reduce homelessness.
- **"Comprehensive Plans"** are the policy tool that local governments use to plan for the next twenty years of growth, and are defined as "a generalized coordinated land use policy statement of the governing body of a county or city" that is adopted pursuant to RCW Chapter 36. (RCW 36.70A.030(8)).
- **"Consolidated Plans"** are HUD-required plans to help local jurisdictions assess their affordable housing and community development needs and to make data-driven investment decisions.
- **"Emergency housing"** means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement. (RCW 36.70A.030(14))
- **"Emergency shelters"** means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy

agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. (RCW 36.70A.030(15))

- **"Permanent supportive housing"** means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter [59.18](#) RCW. (RCW 36.70A.030(31))
- **"Supportive housing types"** means emergency housing, emergency shelters, permanent supportive housing and transitional housing.
- **"Transitional housing"** means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. (RCW 84.36.043(3)(c))

Other Helpful Resources

Commerce has a variety of materials available.

Growth Management / Comprehensive Plan Resources

- Resources on the [comprehensive planning process](#), including a video on [comprehensive planning basics](#)
- Information on the [updates required for housing planning](#), including a video on:
 - How much housing each jurisdiction should plan for across all income brackets ([Vimeo starting at 10:33](#))
 - How local jurisdictions can work together to decide where growth should go within a county ([Vimeo starting at 18:29](#))
- Communications [videos and presentations on housing topics \(bottom of page\)](#):
 - Why we need more housing ([video](#), [presentation](#))
 - Housing Washingtonians with a variety of housing types ([video](#), [presentation](#))
 - Planning for the homeless and lowest income bracket ([video](#), [presentation](#))
- [Supportive Housing Types Review Checklist](#) - helps local governments review and prepare development codes that regulate the supportive housing types listed in HB 1220 (laws of 2021).
- Supportive Housing Types [Presentation \(PPT\)](#) and [Recording \(Vimeo starting at 1:07:30\)](#) - provides an overview of the new supporting housing requirements adopted by HB 1220 (2021), more information about these supportive housing types, what local governments have done in response, and considerations and supports for jurisdictions undertaking this work.
- COMING SOON (June 2024): A model ordinance for supportive housing types, best practice guide for local governments as they plan for these housing needs, and communications toolkit.

Consolidated Plan and Homelessness Planning Resources

- Information on what [a Consolidated Plan is](#) (U.S. Housing and Urban Development)
- Commerce's [Consolidated Plan information](#) (see "Consolidated Plan" section)
- Commerce's [State Strategic Plan and Annual Report to the legislature](#) on Washington state's efforts to address homelessness
- Washington counties [5-year homeless plans](#)

Questions and Answers

Answers to potential questions about the CLIHP Grant are below.

- 1. If a city or county previously received funding for comprehensive plan periodic update work or other homeless planning assistance in 2023, does that disqualify them or lower their competitive chances of getting a CLIHP grant during the 2023-2025 the biennium?**

No, so long as the grant funds already used do not cover the same activities proposed under this CLIHP grant.

- 2. Can the non-profit be the lead applicant on the application?**

No. The non-profit may lead the grant work if the local government does not have capacity to do so, but grant funds can only be distributed to the local government. The local government may then reimburse a non-profit for time spent on this grant.

- 3. What if we have trouble identifying deliverables to be split across the biennium (deliverables through June 2024 and deliverables July 2024-June 2025)?**

Commerce recognizes that the requirement to split grant funds between fiscal years may be difficult. Please do your best to split tasks and funds across the biennium in the application and Commerce can work with the applicant (if awarded) to revise the schedule and activities as needed before the contract is signed. Although we will make all efforts to support local needs and timelines, we are unable to waive this requirement, so all desired activities and timelines may not be able to be accommodated.

- 4. How do we identify our local homeless coalition partner in our county?**

If your county does not have a local government agency or contact that writes their HUD Consolidated Plan or develops the [countywide 5-year homelessness plan](#), we encourage you to contact your local Community Action Council or Commerce's Homelessness Assistance Unit Managing Director Kathy Kinard (Kathy.Kinard@commerce.wa.gov).

- 5. Can grant funds be used to incorporate feedback from those with lived experience?**

Grant funding may be used to support the integration of lived experience perspectives into these policy conversations and data collection and/or verification, so long as the overall eligible grant activities and deliverables are completed.

6. What can grant funding be spent on?

Generally, grant funds are eligible to be spent on consultants (including non-profits) and/or local government staff time. All subcontracting must follow the provisions of Commerce's standards inter-agency contract (available upon request). Funds may also be used to reimburse participants for time spent at meetings and materials to support meetings, provided the grantee follows all state and federal laws including retaining records for the minimum time required under state law.

7. What documentation of expenses or records are needed when invoicing for deliverables?

When deliverables are complete and invoices are submitted to Commerce, we require a completed Commerce A-19 invoice form and subcontractor data. The Commerce A-19 form requires county or city contact information, authorized official signature, contract number, period work was performed, and indication of what deliverables were completed (timesheets not needed). The subcontractor data will include a report, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier. Subcontractor invoices are not needed.

8. Can the grant be used to pursue strategies and programs that might remove barriers to extremely and very low-income housing?

Yes, but these need to be defined in the form of contracted deliverables and can only be contracted for if one of the other required eligible activities is also completed. The use of funds for these activities must clearly benefit both county and city governments (i.e., both entities would need to develop policies or regulations as a result of this work) and other Commerce funding could not be used for this specific activity.

If these minimum guidelines were met, grant funds could be used to support policy and/or code amendments improving permit efficiencies, changes to fees, and implementing other programs that will facilitate bringing low-income housing to the market sooner or at less cost than might otherwise be the case. A jurisdiction might, for instance, consider reviewing and, where appropriate, amending:

- Impact fee and other fee structures
- Affordable housing incentives
- Permit procedures, including creating or revising permit applications and informational materials for supportive housing types
- Infrastructure investment strategies



City of Stevenson

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

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

April 18, 2024

Coordinating Low-Income Housing Planning Grant

Re: Coordinating Low-Income Housing Planning Grant Letter of Commitment

To Whom it May Concern,

I, Scott Anderson, Mayor, authorize the City of Stevenson to propose the attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between counties and cities and we have engaged and are submitting this application with Washington Gorge Action Programs (WAGAP) and Skamania County.

We have also engaged and notified our emergency housing planning lead, Leslie Naramore, Executive Director for WAGAP, of our intention to work with them on these grant activities.

We propose to use the grant funds to coordinate planning of a 5-year homelessness plan consistent with comprehensive plans, develop countywide planning policies that support planning for the lowest income housing needs and allocations of countywide housing needs to individual jurisdictions, including allocation of emergency housing and permanent supportive housing (PSH) needs, and coordinate conversations and resource sharing between counties and cities on affordable housing and homelessness planning. We commit to completing this work by June 15, 2025 and have the available resources and staff to support his work if we are awarded the grant funds.

Our proposed timeline for this work is included in the attached scope of work.

Sincerely,

Scott Anderson, Mayor
scott.anderson@ci.stevenson.wa.us

DRAFT Scope of Work

Grant Objective 1 :Coordinating planning of 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data		
Activities	Start Date	End Date
1.1 Identify overlapping pieces of comprehensive plan, consolidated plan, and 5-year homelessness plans to coordinate and align.	May 2024	Jul 2024
1.2 Identify parties to connect with on the grant work (groups or organizations to provide data or who participate in the system), their contact information and their role in the work. Refine timeline for activities, coordinate meeting dates and objectives, identify sources of information, and contract with contractors as needed.	May 2024	Jun 2024
Deliverable #1: Project plan for grant funds		July 2024
1.3 Coordination meetings	May 2024	Jul 2024
Deliverable #2: Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings		May 2025
1.4 Develop coordinated strategic policies for comprehensive plan, consolidated plan and 5-year homelessness plan	Aug 2024	Dec 2024
1.5 Identify baseline existing conditions data to include in plans	Aug 2024	Dec 2024
1.6 Identify future priorities to include in plans	Dec 2024	May 2025
Deliverable 3: Draft coordinated data and policy pieces for comprehensive plans, consolidated plan, and 5-year homelessness plan		May 2025

Grant Objective 2: Develop countywide planning policies that support planning for the lowest income housing needs and allocations of countywide housing needs to individual jurisdictions, including allocation of emergency housing and permanent supportive housing (PSH) needs.

Activities	Start Date	End Date
2.1 Gather land capacity information for each jurisdiction	May 2024	May 2024
2.2 Research allocation methodologies from other jurisdictions	May 2024	May 2024
2.3 Discuss and revise countywide planning policies	May 2024	June 2024
2.4 Discuss and decide on countywide housing needs allocation	May 2024	July 2024
Deliverable # 4: Agreement on countywide planning policies & housing needs allocation (formal adoption to follow w/annual update, data to be included in consolidated plan and 5-year homelessness plan)		May, 2025

Grant Objective 3: Coordinate conversations and resource sharing between counties and cities on affordable housing and homelessness planning.

Activities		
3.1 Identify partners in county and cities to connect with about resource sharing	Jun 2024	Aug 2024
3.2 Coordinate meetings with appropriate partners to identify available resources, ability to share resources, and willingness to share resources	Jun 2024	Aug 2024
Deliverable 5: Matrix of resources that can be shared by different jurisdictions; commitment to sharing.		May 2025



City of Stevenson

Public Works Department

(509)427-5970

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

TO: City Council

FROM: Carolyn Sourek, Public Works Director

DATE: 4/18/2024

SUBJECT: Equipment Needs for 2024 Loan

The following equipment is proposed for purchase with the loan received from the Office of the State Treasurer. Also clarified are tasks for which each piece may be utilized, as well as relevant use case information.

1. Sweeper Truck
 - a. Replaces current 1997 model purchased in 2009
 - b. Tasks – sweeping leaves, pollen, dirt, gravel from public streets
 - c. Frequency – ranges from daily in the fall to monthly in the summer
 - d. Use case – current sweeper water sprayer does not function making the equipment unusable in the dry, summer months (dust); multiple instances of breaking down while in operation; cannot shift out of first gear; 10+ years beyond industry standard useful life (15 years); county sweeper does not manage curbs and is only for shoulder sweeping
 - e. Price range - \$200-350k (used)
 - f. Target budget - \$250k (used)
2. Dump Truck
 - a. Replaces current 1980 model purchased in 1997
 - b. Tasks – moves material and small equipment between yards and project sites; hauls snow and sander (when required)
 - c. Frequency – weekly to monthly; project specific
 - d. Use case – currently two dump trucks are in our rolling stock but one is dedicated to the sander and has a bed that is expected to wear with use; need to have a dump truck with a solid bed for hauling material; frequency is too often for county borrowing; 20+ years beyond industry standard useful life (20 years)
 - e. Price range - \$15-50k (used)
 - f. Target budget - \$20k (used)

3. Loader

- a. New equipment
- b. Tasks – loading material at yards; unloading heavy materials from delivery flatbeds; snow removal; grading remaining gravel roads (within city limits and access road to the water screens)
- c. Frequency – average of weekly minimum
- d. Use case – grader was surplusd last year and a replacement option with multiple functionalities is desirable; use is too frequent to borrow from the county
- e. Price range - \$75-250k (used/new)
- f. Target budget - \$100k (used)

4. Service Pickup

- a. Replaces 2008 Ford extended cab purchased in 2008
- b. Tasks – all
- c. Frequency – daily
- d. Use case – 5+ years beyond industry standard useful life (10 years); requires more frequent maintenance (monthly); need to get fleet replacement to a place where salvage rate is higher
- e. Price range - \$100k+ (new)
- f. Target budget - \$100k (new and includes plow, lift gate, service boxes, lights)

The City of Stevenson Public Works Department installs, operates, and maintains a variety of public infrastructure related to drinking water, sanitary sewer, public streets and associated apparatuses, public parks, and stormwater runoff. To successfully and efficiently complete work associated with these sub-departments, a range of reliable and operational equipment is required.

Attached to this memo are some of the quotes received to date.



Carolyn Sourek <carolyn@ci.stevenson.wa.us>

Fwd: Used Sweeper from Enviro-Clean Equipment

Jonathon Dexter <jonathon@ci.stevenson.wa.us>
To: Carolyn Sourek <carolyn@ci.stevenson.wa.us>

Fri, Feb 2, 2024 at 11:03 AM

----- Forwarded message -----

From: **Steve Bruning** <sbruning@envirocleanequip.com>
Date: Fri, Feb 2, 2024 at 10:55
Subject: Used Sweeper from Enviro-Clean Equipment
To: Jonathon Dexter <jonathon@ci.stevenson.wa.us>

Jonathon,

Attached is the flyer from our website about the 2019 A7 sweeper we have. Our asking price is \$220,000. I will send you another email with pictures of the sweeper at the shop.

Steve Bruning
801-891-1431
Sbruning@envirocleanequip.com

<https://www.envirocleanequip.com/wp-content/uploads/2023/05/7-2019-A7-005042023.pdf>

Sent from my iPhone

 **2019-Schwarze A7-005042023.pdf**
277K



Carolyn Sourek <carolyn@ci.stevenson.wa.us>

Ravo Street Sweeper from Enviro-Clean

Steve Bruning <sbruning@envirocleanequip.com>

Mon, Nov 28, 2022 at 10:34 AM

To: "carolyn@ci.stevenson.wa.us" <carolyn@ci.stevenson.wa.us>, "bill@ci.stevenson.wa.us" <bill@ci.stevenson.wa.us>, "Gordon@ci.stevenson.wa.us" <Gordon@ci.stevenson.wa.us>, "John@ci.stevenson.wa.us" <John@ci.stevenson.wa.us>
Cc: Steve Bruning <sbruning@envirocleanequip.com>

Carolyn,

I attached a brochure for the Ravo street sweeper we sell. I'm also including several YouTube links on this sweeper for you to look at. Our Sourcewell pricing is for 2023 will be right about 270-275K.

I went with 275k for the lease amount, I then added your sales tax to total 297k. If you did a 5 year lease, your yearly payment would be around \$68,500

Please review the video and let me know if you have any questions. I have an available Demo Ravo and can bring up and show you it capabilities.

Here are some videos on the Ravo sweeper.

<https://www.youtube.com/watch?v=QJFQNm9IWfo>

<https://www.youtube.com/watch?v=h-s2x6v0uGI&t=132s>

This is the original video for the Ravo "The Animal" - you might want to turn the volume down, it has music

<https://www.youtube.com/watch?v=e4SngrrRYis&t=14s>

Steve Bruning

Territory Manager

Oregon & SW Washington

Enviro-Clean Equipment

801.891.1431

sbruning@envirocleanequip.com



Payment Estimate

Name of Borrower/Lessee:	City of Stevenson
Type of Local Government:	City
Equipment:	Street Sweeper
Loan Amount:	\$297,000
State:	Washington
Dealer Name:	Enviro-Clean

Term	Annual Payment with One-Year Delivery	Annual Payment with Two-Year Delivery
3 years	\$109,848	\$114,853
4 years	\$84,034	\$87,862
5 years	\$68,631	\$72,355

The estimates provided are intended for planning and budgeting only. If you are nearing a decision on financing, please contact us for a formal proposal.

813-258-9888

Estimate generated on November 28, 2022

USED EQUIPMENT

Oregon – Washington – Idaho – Montana

(503) 491-3393

Schwarze A7 Regen Air Street Sweeper

7 Yard Debris Hopper (usable, 8.4 total)
Large Whisper Wheel Fan (hardox steel)
Large 5 Segment Gutter Brooms w/tilt in cab
Stainless Steel Hopper
Rear Safety Strobe / Arrow Board

600 Gallon Water Capacity
90" HD Pickup Head
JD Diesel Aux Engine (700 hrs)
Backup Camera
Backup Hydraulics

2019 Freightliner Chassis - 5331

Cummins 200HP Diesel Engine
Allison Automatic Transmission

10,850 Miles / 1,750 Hours
Duel Steer

Sale Terms

Call for Price:

Availability: 1 Week





KELLAR EQUIPMENT

34075 Avenue J
Yucaipa, CA 92399

Quote

Date	Invoice #
2/2/2024	124

Bill To
City of Stevenson 7121 E Loop Rd. Stevenson, WA 98648

Ship To

Project

Description	Qty	Rate	Total
2016 Tymco DST-6 Street Sweeper VIN 3BPPHM7X8GF590798	1	195,000.00	195,000.00
*Shipping Included		0.00	0.00
Vehicle Doc Fee	1	85.00	85.00
Sales Tax		0.00%	0.00

Total		\$195,085.00
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Quote Summary

Prepared For:
 GENERIC MUNICIPAL
 WA

Prepared By:
 GARRIOTT THOMAS
 RDO Construction Equipment Co.
 1505 Foote Drive
 Idaho Falls, ID 83402
 Phone: 208-523-9915
 tgarriott@rdoequipment.com

Quote Id: 30334073
Created On: 06 February 2024
Last Modified On: 06 February 2024
Expiration Date: 06 February 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 544 P-Tier Wheel Loader	\$ 381,335.00	\$ 244,449.05 X	1 =	\$ 244,449.05
Equipment Total				\$ 244,449.05

Quote Summary	
Equipment Total	\$ 244,449.05
SubTotal	\$ 244,449.05
Est. Service Agreement Tax	\$ 0.00
Total	\$ 244,449.05
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 244,449.05

Quote is for budgetary purposes only.
 For actual pricing please contact local dealer.
 Quoted using standard Sourcewell pricing.
 No delivery freight, or extended warranty included.
 Questions please call TC Garriott 208-589-5004

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30334073

JOHN DEERE 544 P-Tier Wheel Loader

Hours:

Suggested List

Stock Number:

\$ 381,335.00

Code	Description	Qty
6031DW	544 P Wheel Loader	1
Standard Options - Per Unit		
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0613	Level 3 Trim	1
0659	Level 4 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1301	Left Side Steps	1
2201	Less Payload Scale w/ Cycle Counter	1
4095	John Deere 6.8L - FT4/SV	1
5110	Firestone SGG - 20.5-25 L2 16PR Bias Tires w/ 3 PC Rims	1
5554	Full Coverage Front & Rear Fenders w/ Mudflaps	1
6522	Rear Counterweight & Rear Hitch w/ Pin	1
7026	Joystick Controls	1
7053	Two Function Hydraulics	1
7404	Hydraulic Coupler - Hi-Vis/ISO Pattern	1
7458	Bolt-On Cutting Edge	1
7501	60 Inch (1524mm) Wide Fork Frame	1
7702	60 Inch (1524mm) Construction Tines	1
7822	3.00 YD (2.30 CM) Enhanced Performance	1
8042	Axle Oil Cooling and Filtration	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8501	Debris Package	1
8502	Maintenance and Service Package	1
8505	Guards - Transmission & Bottom	1
8508	Auxiliary Equipment Package	1

Selling Equipment

Quote Id: 30334073

Other Charges	
Freight	1
Sourcewell Fee	1
PDI Fuel DEF	1



EQUIPMENT SALE QUOTE

Contract # 220112
Date: 02/06/24
Quote Expiration: 03/06/24

EXCAVATOR RENTAL SERVICES
 1113 TUCKER RD
 HOOD RIVER, OR 97031
 PH: 541-386-2062 FX: 541-582-1365

Job Loc: 1113 TUCKER RD,

Customer #: 302020
 CITY OF STEVENSON
 7121 EAST LOOP RD
 STEVENSON, WA 98648

Job Site:
 ERS-CITY OF STEVENSON
 1113 TUCKER RD
 HOOD RIVER, OR 97031
 C#: 509-427-5970 J#: 509-427-5970
 Contact: CARSON WHITNEY 541-490-2674

Ordered By: CARSON WHITNEY	Purchase Order Number: JD544K W/BUCKET & FORKS	Customer Job Ref No:	Terms:
Written By: JOSHUA CUMMINGS	Sales Rep: 1026 HOUSE ACCOUNT	Time Printed: 02/06/24 03:17 PM	Location: 1026

Qty	Equipment #		Taxed	Price	Disc	Amount
1.00	LD#1587#2E WHEEL LOADER, 2.75-3 YD CAPACITY Make: DEERE Model: 544K Serial No: 1DW544K2CBD639837	340-3404	Y	75500.00	.00%	75500.00
1.00	46019 WHEEL LOADER, FORKS Make: MISC Model: 7396250-6-96 Serial No: L-26212	385-3850	Y	5000.00	.00%	5000.00
	DELIVERY CHARGE		Y			2600.00

DELIVERY INSTRUCTIONS
 The rate for Transportation Service from Twin Falls ID to Hood River, OR hauling a JD 544K w/bucket & fork attachment.

Sub-Total: 83100.00
 Tax @ .0000%: .00
Total: 83100.00

Payment History

Date	Type	Ref #	Auth #	Trans Type	Amount	Applied
02/05/24	Pay on Return			Pay on Return	.00	.00
02/05/24	Pay on Return			Pay on Return	.00	.00
02/06/24	Pay on Return			Pay on Return	.00	.00



SALES ORDER

Sales Order# SO-00016

Chrome Iron

K Utah 84114
 U.S.A
 18016471280
 glade@chromeiron.com

Bill To

Stevenson City
 7121 E. Loop Road
 Stevenson
 98648 WA
 USA

Order Date : 27 Mar 2024

#	Item & Description	VIN	Stock Number	Year	Make	Model	Miles	Cab Type	Engine Make	Qty	Rate	Amount
1	EXB13224 2018 XCMG Wheel Loader 2,033 Hours	XUG00948JCB13224	EXB13224	2018	XCMG	XC948	0	ROPS		1 PCS	79,900.00	79,900.00
2	Dealer Documentary Service Fee	.	.	.	.	.	0	.	.	1	300.00	300.00
3	Shipping / Freight	.	.	.	.	.	0	.	.	1 PCS	4,000.00	4,000.00
Sub Total											84,200.00	
Total											\$84,200.00	



Devon Groom <devon@ci.stevenson.wa.us>

Build

3 messages

Tracie Johnson <traciej@dickhannah.com>
To: Devon Groom <devon@ci.stevenson.wa.us>

Wed, Apr 3, 2024 at 10:43 AM

Here is the attached unit that I can order that would fit your needs. We would be adding the same utility box as I showed you before. Ford has made some changes, and I cannot delete the box and still get the snowplow prep package.

The upfit price does not change. Utility box 15667 if you are wanting the ladder rack it would be an additional 2147. Hope this all makes since. I would normally like to send this a better way, but the program is having issues, so I do apologies for that.

If you have any questions, please let me know I am here to assist.

Tracie Johnson
Fleet Manager
Dick Hannah Ford
Desk 503-454-4924
Cell 503-819-1040

Believe in nice.

-----Original Message-----

From: Dick Hannah Copier <office@dickhannah.com>
Sent: Wednesday, April 3, 2024 10:38 AM
To: Tracie Johnson <traciej@dickhannah.com>
Subject: E-Mailed Document

Attached is the requested document.

Do not reply to this message, this mailbox is not manually monitored

We care about your security and privacy. Please do not send any sensitive personal information or any other non-public information by email. Ask one of our team members how to best share sensitive information.

 **Scanned.pdf**
48K

Devon Groom <devon@ci.stevenson.wa.us>
To: Tracie Johnson <traciej@dickhannah.com>

Wed, Apr 3, 2024 at 10:55 AM

So with the utility box and snow plow package the truck would be \$66,371 plus fees correct?

[Quoted text hidden]

--

Devon Groom
City of Stevenson
Wastewater Operator
686 Southwest Rock Creek Drive,
Stevenson, WA 98648-0371
(253) 380-1964

Tracie Johnson <traciej@dickhannah.com>

Wed, Apr 3, 2024 at 11:08 AM

209

To: Devon Groom <devon@ci.stevenson.wa.us>

Correct.

Tracie Johnson

Fleet Manager

Dick Hannah Ford

Desk 503-454-4924 Ext. 4924

Mobile 503-819-1040

dickhannahford.com



[Quoted text hidden]

[Quoted text hidden]



Preview Order 3270 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 04/03/2024 10:25:29 Receipt: NA

Dealership Name: Dick Hannah Ford

Sales Code : F74408

Dealer Rep.	Tracie Johnson	Type	Fleet	Vehicle Line	Superduty	Order Code	3270
Customer Name	stevenson	Priority Code	E3	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$50305	FRONT LICENSE PLATE BRACKET	\$0
164 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$445
TOTAL BASE VEHICLE	\$50305	10000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH 40/20/40 SEAT	\$100	SNOW PLOW PREP PACKAGE	\$250
MEDIUM DARK SLATE	\$0	SPARE TIRE AND WHEEL	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	JACK	\$0
.XL TRIM	\$0	UPFITTER SWITCHES	\$165
.AIR CONDITIONING -- CFC FREE	\$0	410 AMP ALTERNATOR	\$115
.AM/FM STEREO MP3/CLK	\$0	DUAL BATTERY	\$210
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	FUEL CHARGE	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	PRICED DORA	\$0
3.73 RATIO REGULAR AXLE	\$0	ADVERTISING ASSESSMENT	\$0
JOB #2 ORDER	\$0	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS		MSRP	\$53750
DISCOUNTS		NA	
TOTAL			\$53750

upfit *50704. -*
15667
+ Fees

ORDERING FIN: KY476 END USER FIN: KY476

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.



Devon Groom <devon@ci.stevenson.wa.us>

New truck

4 messages

Cody Rosander <cody@ci.stevenson.wa.us>
To: Devon Groom <devon@ci.stevenson.wa.us>

Wed, Feb 21, 2024 at 3:27 PM

Here's the photos of the truck, I requested a quote on it. We will have to get a few more quotes if this is one you want to pursue.

7 attachments



IMG_2897.JPEG
3606K



IMG_2899.JPEG
3742K



IMG_2898.JPEG
3700K



IMG_2895.JPEG
3403K



IMG_2896.JPEG
2772K



73024606215__B28292D7-46FA-4F86-8202-58DFACE0FB5A.JPEG
3929K



IMG_2894.JPEG
3142K

Cody Rosander <cody@ci.stevenson.wa.us>
To: Devon Groom <devon@ci.stevenson.wa.us>

Thu, Feb 22, 2024 at 6:21 AM

Here's the quote,



[Quoted text hidden]

Devon Groom <devon@ci.stevenson.wa.us>
To: Carolyn Sourek <carolyn@ci.stevenson.wa.us>

Thu, Feb 22, 2024 at 7:12 AM

Here is the first quote for a new truck. this one from the same place we got Jon's

[Quoted text hidden]

--

Devon Groom
City of Stevenson
Wastewater Operator
686 Southwest Rock Creek Drive,
Stevenson, WA 98648-0371
(253) 380-1964

Carolyn Sourek <carolyn@ci.stevenson.wa.us>
To: Devon Groom <devon@ci.stevenson.wa.us>

Thu, Feb 22, 2024 at 7:53 PM

Thanks Devon. Glad to see you're working on this.

I'm not able to open the attachment though. Can you save it here: (H:\Public Works Docs\Equipment Service\2024 Purchase - Truck) when you get in next week?

Carolyn Sourek

(509) 427-5970 ext. 206

[Quoted text hidden]



VEHICLE PURCHASE ORDER

BUYER'S NAME CITY OF STEVENSON DATE 02/21/2024
 ADDRESS 7129 E LOOP RD CITY/STATE/ZIP STEVENSON, WA 98648 HOME PHONE (541)490-2678 WORK PHONE N/A
 EMAIL jonathon@ci.stevenson.wa.us SALESMAN CASEY DYCK

VEHICLE INFORMATION

<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO		VIN 1FT7X2BA2PEC93649	STOCK NO. 232865	TO BE DELIVERED ON OR ABOUT 02/21/2024
YEAR 2023	MAKE FORD	MODEL SUPER DUTY F-250 SRW	TYPE XL 4WD SUPERCAB 6	TRIM N/A
		COLOR OXFORD WHITE		

TRADE-IN INFORMATION

YEAR	MAKE	MODEL	TYPE	COLOR
VIN	STOCK NO.	TITLE NO.	LICENSE NO.	

OTHER CHARGES

TYPE OF INSURANCE	AMOUNT	TERM	COST
FIRE AND THEFT	N/A	1	
COLLISION	N/A	1	
PUBLIC LIABILITY	DED		
PROPERTY DAMAGE	N/A	1	

BUYER MAY CHOOSE THE PERSON THROUGH WHICH INSURANCE IS TO BE OBTAINED.
WARNING: THE INSURANCE AFFORDED HERE DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS UNLESS SO INDICATED

CREDITORS NAME N/A
 YOU HAVE THE RIGHT TO RECEIVE AT THIS TIME AN ITEMIZATION OF THE AMOUNT FINANCED. I WANT AN ITEMIZATION I DO NOT WANT AN ITEMIZATION

PAYMENT SCHEDULE

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
1	66,735.00	02/21/2024
N/A	N/A	02/21/2024

CREDIT INSURANCE

TYPE	PREMIUM	SIGNATURE
CREDIT LIFE	N/A	I WANT CREDIT LIFE INSURANCE. SIGNATURE _____
CREDIT DISABILITY	N/A	I WANT CREDIT DISABILITY INSURANCE. SIGNATURE _____
CREDIT LIFE & DISABILITY	N/A	I WANT CREDIT LIFE & DISABILITY INSURANCE. SIGNATURE _____

CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

SECURITY THE GOODS OR PROPERTY BEING PURCHASED
 YOU ARE GIVING A SECURITY INTEREST IN:

FILES FEES \$ _____ NON-FILING INSURANCE _____

LATE CHARGE

IF A PAYMENT IS LATE, YOU WILL BE CHARGED \$ _____ / _____ % OF THE PAYMENT

PREPAYMENT MAY WILL NOT HAVE TO PAY A PENALTY
 IF YOU PAY OFF EARLY: MAY WILL NOT BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

SIGNATURE _____ DATE 02/21/2024

Federal law and State law requires that you state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for cruel or criminal penalties, including fines and/or imprisonment, pursuant to sections 409, 412 and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub. L. 92-513, as amended by Pub. L. 94-364).

Buyer agrees that this Order includes all of the terms and conditions on this face side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN PARTIES HERE TO BASED ON SUCH TERMS. Buyer by signing this Order certifies that he is of legal age to execute binding contracts in this State and acknowledges that he has read its terms and conditions and has received a true copy of this Order and Odometer Statement.

BUYER'S SIGNATURE _____ DATE 02/21/2024

DEALER'S SIGNATURE _____ DATE 02/21/2024

CASH PRICE OF VEHICLE		66,500.00
PROCESSING FEE		200.00
TOTAL		66,700.00
TAX		
TITLE PROCESSING FEE		235.00
LICENSE	LICENSE TRANSFER	TITLE
REGISTRATION		35.00
TOTAL CASH PRICE DELIVERED		66,735.00
DEPOSIT ON ORDER		N/A
CASH ON DELIVERY		N/A
TRADE-IN ALLOWANCE		N/A
TRADE-IN BALANCE OWING TO		N/A
TOTAL DOWN PAYMENT		N/A
UNPAID BALANCE OF CASH PRICE		66,735.00
OTHER CHARGES		N/A
UNPAID BALANCE (AMOUNT FINANCED)		66,735.00
ANNUAL PERCENTAGE RATE (THE COST OF YOUR CREDIT AS A YEARLY RATE)		0.00
FINANCE CHARGE (THE DOLLAR AMOUNT THE CREDIT WILL COST YOU)		0.00
AMOUNT FINANCED (THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF)		66,735.00
TOTAL OF PAYMENTS (THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED)		66,735.00
TOTAL SALE PRICE (THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF \$ <u>N/A</u>)		66,735.00

PURCHASED VEHICLE ODOMETER STATEMENT

I, N/A state that the odometer on the vehicle described above now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked. (CHECK ONE BOX ONLY)
 I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
 I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.
 _____ 02/21/2024 _____ 02/21/2024
 TRANSFEROR'S SIGNATURE DATE TRANSFeree'S SIGNATURE DATE

TRADE-IN VEHICLE ODOMETER STATEMENT

I, CITY OF STEVENSON state that the odometer on the vehicle described above now reads N/A (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked. (CHECK ONE BOX ONLY)
 I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
 I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.
 _____ 02/21/2024 _____ 02/21/2024
 TRANSFEROR'S SIGNATURE DATE TRANSFeree'S SIGNATURE DATE



Devon Groom <devon@ci.stevenson.wa.us>

City of Stevenson Truck Bid - Underriner Ford of The Dalles

1 message

Matthew Kerr <mkerr@underriner.com>
To: "devon@ci.stevenson.wa.us" <devon@ci.stevenson.wa.us>
Cc: Alberto Flores <aflores@underriner.com>

Tue, Apr 9, 2024 at 1:29 PM

Hi Devon,

Please see attached vehicle build sheet and photos.

Please see below for Underriner Ford of The Dalles bid for the City of Stevenson WA:

Option 1:

New 2023 Ford F250 Supercab 4x4 w/ snow plow prep package
(No Ladder Rack)

\$66,000.00

Option 2:

New 2023 Ford F250 Supercab 4x4 w/ snow plow prep package
(Ladder Rack Included)

\$67,250.00

Ladder Rack price after sale \$2,500.00 installed.

If you take the truck with the ladder rack already installed, I am discounting it \$1,250.00 from the total price of \$68,500.00 which equals our bid of \$67,250.00

I have this truck ready to go and can have it ready for the city to take delivery in 24-36hrs after receiving the green light of approval.

Thanks,

Matthew Kerr
541-296-6191
Sales Manager
Underriner Ford of The Dalles

5 attachments



IMG_8433.jpg
432K



734383190.jpg
92K



734383206.jpg
134K



734383219.jpg
123K



734383226.jpg
128K

Form of Authorizing Ordinance

Ordinance No. 2024-

Authorization for the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said **PERSONAL PROPERTY**.

WHEREAS, the City of Stevenson (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the “NOI”) to the form of Local Agency Financing Contract attached hereto (the “Local Agency Financing Contract”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the “Property”); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$500,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”);

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Stevenson as follows:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of one Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$500,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This ordinance shall become effective five days after publication as provided by law.

PASSED by the City Council of the City of Stevenson, at a regular meeting thereof held this 18th day of April, 2024.

[S E A L]

APPROVED:

ATTEST:

Attachment

Draft Local Agency Financing Contract

LOCAL AGENCY FINANCING CONTRACT, SERIES 2024B
(Personal Property)

by and between the

STATE OF WASHINGTON

and

City of Stevenson, Washington
a municipal corporation
("Local Agency")

Relating to

State of Washington
Certificates of Participation, Series 2024B
(State and Local Agency Real and Personal Property)

Dated as of June 25, 2024

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Exhibit A – Notice of Intent

Exhibit B – Personal Property Certificate

Exhibit C – Certificate Designating Authorized Agency Representatives

Exhibit D – Schedule of Agency Installment Payments

**LOCAL AGENCY FINANCING CONTRACT
(Personal Property)**

This Local Agency Financing Contract (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the “Property”), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State’s right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the

Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation’s right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV
OPTIONAL PREPAYMENT OF AGENCY
INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however,* that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and

conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and

shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

City of Stevenson, Washington

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

EXHIBIT A
NOTICE OF INTENT

[attached]

Notice of Intent

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of Stevenson

County: Skamania County

Address: 7121 E Loop Road; Stevenson, WA

Contact Person: Leana Kinley

Phone: 509.427.5970

E-mail: leana@ci.stevenson.wa.us

MCAG No.:

Zip: 98648

Title: City Administrator/Clerk/Treasurer

Fax: NA

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Sweeper Truck, Dump Truck, Loader, Utility (Pickup) Vehicle

Purpose of property (Please be specific and include dept. of use):

Remove debris from City streets, Transport material/snow, Load/unload material/grade with box grader attachment, Crew vehicle for response

Total Project/Property Cost \$ 500,000

Finance term: 10 years

Local Funds \$ (0)

Useful life: 15 yrs, 20 yrs, 15 yrs, 10 yrs

Grants/Other \$ (0)

Desired financing date: June 2024

LOCAL Financing Request: \$ 500,000

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date):

Expected date of closing or executed Construction Contract:

If **equipment**, expected property delivery date: 2024

Select how the property purchase price will be paid:

Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> or call 360.407.8180.*

Security Pledge

Voted general obligation of local government Non-voted general obligation of local government


Other Information

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Is the local agency a party to significant litigation?

Yes No Has the agency received a bond rating in the last two years? If yes, bond rating(s):
(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: 

Date: 3/14/24

Printed Name: Leana Kinley

Title: City Administrator/Clerk/Tre

EXHIBIT B
PERSONAL PROPERTY CERTIFICATE

[attached]

Exhibit B - Personal Property Certificate

Name of Local Agency:	City of Stevenson
Address:	7121 E Loop Road
	PO Box 371
	Stevenson, WA 98648

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned, Leana Kinley, City Administrator, does hereby certify, that she is an Authorized Agency Representative of the City of Stevenson (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: _____ Name of Vendor: _____
 _____ Address: _____

 Serial No.: _____
 Tag No.: _____

Location of Property Acquired: _____

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: Vendor City County Treasurer Other _____
 Entity Name: _____
 Disbursement Amount: _____
 Method of Payment: ACH Wire Check _____
 Statewide Vendor No: _____
 ACH/Wire Instructions: _____

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

 Authorized Agency Representative
 Date: _____

 Authorized Agency Representative
 Date: _____

EXHIBIT C

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

Exhibit C - Certificate Designating Authorized Agency Representatives

I, Scott Anderson, Mayor of the City of Stevenson (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 2024-_____, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such resolution/ordinance, 2024-_____, of the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ Leana Kinley, City Administrator
(signature)

Dated this _____ day of _____, 2024.

Mayor
City of Stevenson

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2024.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____
My Commission Expires: _____

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]

Form of Reimbursement Resolution

Resolution No. 2024-_____

Section 1. The City of Stevenson (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for a replacement (in kind) sweeper truck, 5-10 cubic yard dump truck, loader, and replacement utility pickup truck.

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from equipment services fund.

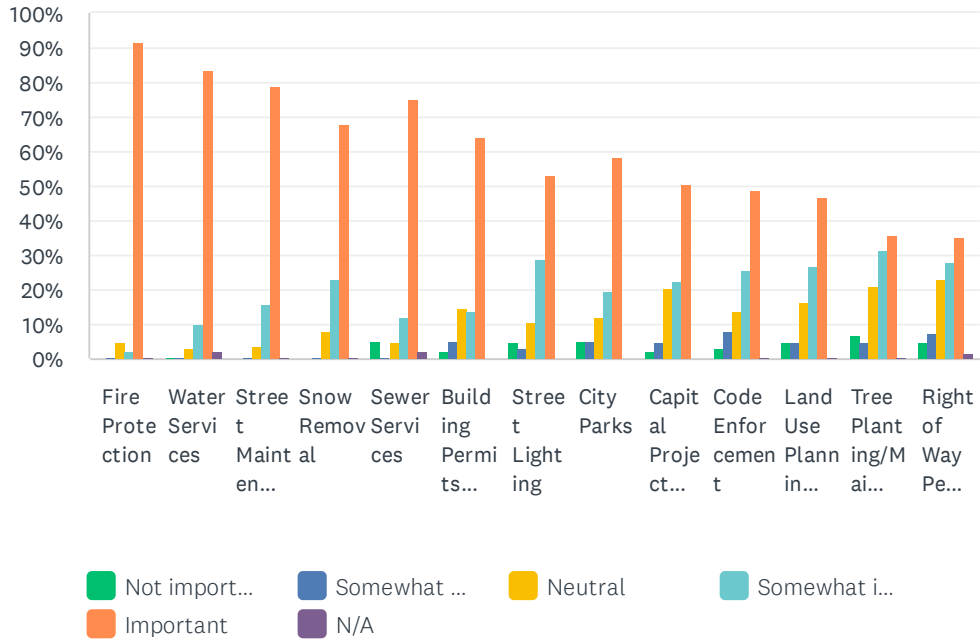
Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$500,000.

Adopted this 18th day of April, 2024.

Approved:

Q1 How would you rate the importance of the services the city provides below.

Answered: 134 Skipped: 2



2024 Community Feedback Survey

	NOT IMPORTANT	SOMEWHAT NOT IMPORTANT	NEUTRAL	SOMEWHAT IMPORTANT	IMPORTANT	N/A	TOTAL	WEIGHTED AVERAGE
Fire Protection	0.00% 0	0.75% 1	4.48% 6	2.24% 3	91.79% 123	0.75% 1	134	4.86
Water Services	0.75% 1	0.75% 1	3.01% 4	9.77% 13	83.46% 111	2.26% 3	133	4.78
Street Maintenance (paving, potholes, etc.)	0.00% 0	0.75% 1	3.73% 5	15.67% 21	79.10% 106	0.75% 1	134	4.74
Snow Removal	0.00% 0	0.76% 1	7.63% 10	22.90% 30	67.94% 89	0.76% 1	131	4.59
Sewer Services	5.22% 7	0.75% 1	4.48% 6	11.94% 16	75.37% 101	2.24% 3	134	4.55
Building Permits (Review, Inspections)	2.24% 3	5.22% 7	14.93% 20	13.43% 18	64.18% 86	0.00% 0	134	4.32
Street Lighting	4.48% 6	2.99% 4	10.45% 14	29.10% 39	52.99% 71	0.00% 0	134	4.23
City Parks	5.22% 7	5.22% 7	11.94% 16	19.40% 26	58.21% 78	0.00% 0	134	4.20
Capital Projects/New Construction	2.26% 3	4.51% 6	20.30% 27	22.56% 30	50.38% 67	0.00% 0	133	4.14
Code Enforcement	3.05% 4	7.63% 10	13.74% 18	25.95% 34	48.85% 64	0.76% 1	131	4.11
Land Use Planning (short plats, boundary line adjustments, etc.)	4.48% 6	4.48% 6	16.42% 22	26.87% 36	47.01% 63	0.75% 1	134	4.08
Tree Planting/Maintenance	6.72% 9	4.48% 6	20.90% 28	31.34% 42	35.82% 48	0.75% 1	134	3.86
Right of Way Permits	4.51% 6	7.52% 10	23.31% 31	27.82% 37	35.34% 47	1.50% 2	133	3.83

Q2 What does City of Stevenson do really well?

Answered: 88 Skipped: 48

#	RESPONSES	DATE
1	Customer Service The ones I've talked to whenever I've called have always been so helpful, and the guys who have helped me with issues at my place (trees, sidewalk, sewer, snow, etc) are great!	4/9/2024 9:33 AM
2	N/A Fast food that our residents can afford! Not tourist!	4/9/2024 9:27 AM
3	Look/Feel The downtown area is very welcoming, with signage, festive lighting and nicely cared for gardens. Also the waterfront is maintained well and the walkway along it is wonderful.	4/9/2024 8:18 AM
4	Negative-Financial Raise water/sewer rates.	4/8/2024 3:03 PM
5	Negative-Financial buy pick-up trucks	4/8/2024 2:13 PM
6	Customer Service Responsiveness	4/8/2024 10:08 AM
7	Community Engagement Communicate. I feel like I have a voice.	4/8/2024 9:57 AM
8	Streets snow removal, road maintenance	4/7/2024 9:06 PM
9	Look/Feel Cleanliness	4/6/2024 8:35 AM
10	Customer Service Very responsive to individual calls to report issues. For instance, clearing storm drains that are plugged and mowing down blackberries overhanging the streets.	4/5/2024 7:38 AM
11	Negative-Financial Charging outrageous sums for water and sewer service.	4/4/2024 6:00 PM
12	N/A Unsure.	4/3/2024 7:44 AM
13	Negative-Financial Way overcharge for any city services. Greed is what you do well	3/31/2024 5:39 PM
14	Streets Utilities snow removal, street cleaning, response to water leaks	3/30/2024 3:17 PM
15	Streets street maintenance, lighting, snow removal.	3/28/2024 8:54 PM
16	Look/Feel Looks clean and tidy, provides city activities	3/28/2024 3:11 PM
17	N/A I have no complaints:	3/27/2024 8:19 PM
18	Look/Feel Our downtown/waterfront areas are always super tidy.	3/27/2024 6:57 AM
19	Look/Feel Keeping small town feeling	3/27/2024 3:10 AM
20	Look/Feel I am thankful that we are keeping the old time charm of the city and how clean it is.	3/26/2024 8:50 PM
21	Negative-Financial I'm not sure what they do well because I'm outside of the city limits, but I have to pay taxes for projects the city limits my taxes go up the fees for my utilities I am having to pay \$110 a month now just to run my well and my house to provide water to my home because the meter is on a separate short plat that feeds for short plats but yet I get no assistance from the city because we're on the outside of city limits That means taxes without Representation. Which should be illegal if it is not, and something needs to be done if it is illegal.	3/26/2024 8:39 PM
22	Community Engagement Engage with the community, informative.	3/26/2024 8:10 PM
23	Community Engagement Public public participation is well done. Public hearings are run well because the public gets to thoroughly participate. Not that the City hears what the public is saying all the time but at least the public gets the chance to voice their opinion! I thoroughly appreciate that recently the Council put in a Public comment period at the end of the council meetings thus giving the public to give comments about what happened at the meeting! Supports transparency and accountability.	3/26/2024 5:24 PM

2024 Community Feedback Survey

24	Look/Feel Main road landscaping looks nice	3/26/2024 1:31 PM
25	Negative-General Not much	3/26/2024 12:35 PM
26	Look/Feel Negative-Financial Raise sewer rates! But on a serious note, the town typically looks well maintained and the grounds keeping effort in public spaces and parks is nice.	3/26/2024 12:17 PM
27	Customer Service You can easily get attention and service	3/26/2024 11:58 AM
28	Look/Feel Keeping the city look clean and beautiful.	3/26/2024 11:56 AM
29	Community Engagement Management Communication, professionalism, forward thinking, problem solving, collaboration, and transparency.	3/26/2024 11:49 AM
30	N/A I'm so grateful for the new Pool District and that the pool is now open.	3/26/2024 11:38 AM
31	Negative-General make citizens mad	3/21/2024 5:33 PM
32	Customer Service Self issue burn permits Front desk and public works line staff are really good and underrated	3/21/2024 9:56 AM
33	Negative-General Not really apparent, but it seems the council doesn't do a very good job of listening to all council members and acting like a true leadership body. Too wrapped up in individual viewpoints, little compromise and no open mind. It'd no wonder that there is little consistency in how people are treated that need services from the city. So, I'm not so sure Stevenson does anything really well, at least as a leaders of the community.	3/20/2024 9:09 PM
34	Customer Service Management Approachable, personable, medium-term thinking	3/20/2024 5:04 PM
35	Customer Service I like my auto pay for utilities & text reminders. Honestly, I do not have much need to contact. The few times I have, communication was frequent and timely for permits or general questions.	3/20/2024 4:58 PM
36	Negative-Financial The city has a pattern of excessively expanding its staff and allocating exorbitant funds towards studies that do not always include the full scope or vet all aspects of proposed projects.	3/20/2024 4:27 PM
37	Streets I'm impressed by the quick repairs to the roads when there is pot holes or if there is a snow storm the city is aware of any problems that may happen.	3/20/2024 3:56 PM
38	Community Engagement Inform public of upcoming works, projects, and initiatives.	3/20/2024 12:54 PM
39	Community Engagement Communicate & consider the needs of the community. Our city team is amazing! Thank you!	3/20/2024 10:55 AM
40	Customer Service Look/Feel This is a fantastic place to live. The services are kept up well, and everyone is very helpful.	3/20/2024 10:46 AM
41	Look/Feel Retains the small town feeling	3/20/2024 10:10 AM
42	Look/Feel Fostering community events and the need for volunteering	3/19/2024 5:48 PM
43	N/A ?	3/19/2024 4:37 PM
44	Utilities Provide water and sewer service	3/17/2024 8:06 PM
45	Look/Feel they hired someone to maintain the grounds around the city and it's been the best thing ever. The woman who does it is very good at her work and works hard. I think the City Council is really good. A nice mix of different people, all with their own strengths. I've recently started watching meetings and I'm very impressed!	3/14/2024 6:32 PM
46	N/A Keep the lights on.	3/14/2024 7:34 AM
47	Streets Keeps the streets open in the winter	3/13/2024 8:58 PM
48	Streets Utilities Deliver clean, safe and inexpensive drinking water to the community. Maintains the streets very well.	3/13/2024 6:45 PM
49	Community Engagement The City of Stevenson tries to include residence in their decision-making.	3/13/2024 5:57 PM
50	N/A N/a	3/13/2024 2:34 PM

2024 Community Feedback Survey

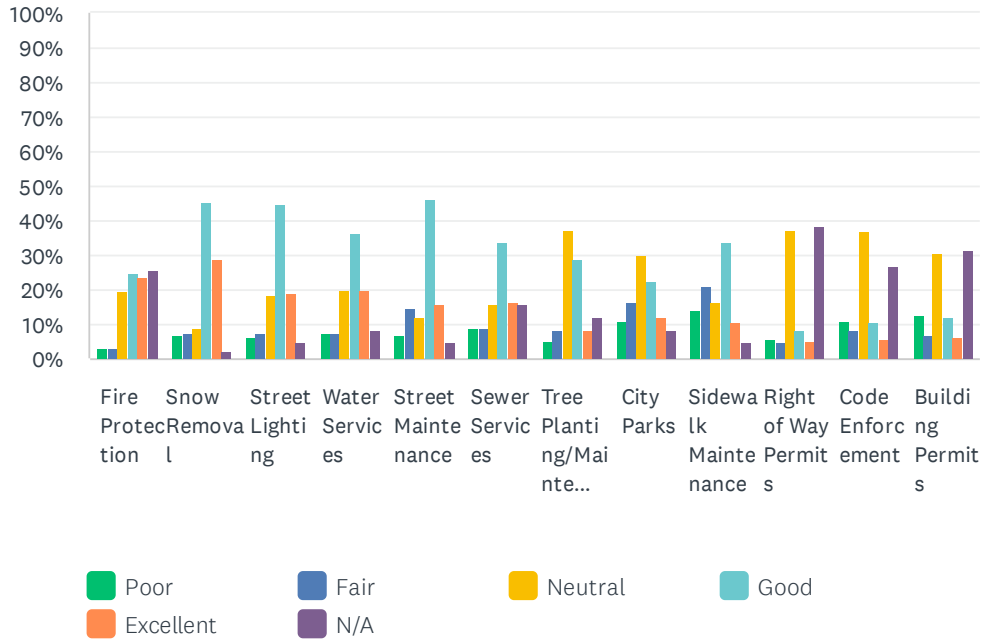
51	Management Get grants. Write contracts.	3/13/2024 1:17 PM
52	Look/Feel Keeps its "small town" personality during this transition into a tourism economy. It still feels like home here. Seasonal and town-wide events are going really well.	3/13/2024 12:39 PM
53	Parks Adding trails!	3/13/2024 12:06 PM
54	Negative-Financial Spends the taxpayers money and raises property taxes.	3/13/2024 11:18 AM
55	Community Engagement Surveys	3/13/2024 10:16 AM
56	Negative-Financial raise water & sewer rates :)	3/13/2024 10:16 AM
57	Negative-General The newer crew drive around wreck less and don't show good work morale when on duty.	3/13/2024 10:13 AM
58	Customer Service Almost everything. The staff are friendly and responsive and I have confidence in their ability to make good decisions.	3/13/2024 8:16 AM
59	Look/Feel The city provides good safety and also makes the town enjoyable to live, like having activities to do as a family.	3/13/2024 6:52 AM
60	Management Outsource their work to County and via consulting grants.	3/12/2024 10:16 PM
61	Negative-Financial Raise utility rates	3/12/2024 7:43 PM
62	N/A Not sure.	3/12/2024 7:29 PM
63	Streets Utilities Water taste great, streets are clean.	3/12/2024 7:27 PM
64	Management Does a great job leveraging their limited time/money to fund as many projects as possible.	3/12/2024 7:13 PM
65	Look/Feel Public spaces, downtown, waterfront rock cove . Green spaces are all amazing. Farmers market, native plant garden and library are great. The city manages and maintains these all really well.	3/12/2024 6:05 PM
66	N/A This is a tough one. I can't think of anything in particular.	3/12/2024 6:01 PM
67	Management Be positive	3/12/2024 5:45 PM
68	Customer Service Management Utilities A lot with very little revenue and staff !!! CIPs, water treatment solutions with major deferred maintenance challenges, has an open door to its citizens!	3/12/2024 4:57 PM
69	Customer Service Management They juggle a LOT for a small staff. They are approachable. They are responsive with inquires and requests. The administrator and directors are highly experienced and we are lucky to have such high caliber of civic professionals in our small city.	3/12/2024 4:25 PM
70	Look/Feel Creates a welcoming atmosphere	3/12/2024 3:11 PM
71	Look/Feel Support of local businesses	3/12/2024 2:10 PM
72	Look/Feel Keep the downtown looking good.	3/12/2024 12:23 PM
73	Streets Utilities Public works.	3/12/2024 11:47 AM
74	Management Utilities Balancing so many priorities with limited resources! So much appreciation for how the city and community businesses and leaders have tried to find the best solutions for our sewer upgrade challenges.	3/12/2024 11:07 AM
75	Look/Feel Supports local business and our downtown	3/12/2024 11:04 AM
76	Streets The snow removal this year was exceptional.	3/12/2024 11:00 AM
77	Management Streets Utilities Capital projects	3/12/2024 10:34 AM
78	Negative-General Still waiting for something to show the citizens you work for us	3/12/2024 10:24 AM
79	Community Engagement Keep residents aware of what is happening in the community.	3/12/2024 10:11 AM
80	Streets Utilities Field crew is great!	3/12/2024 9:30 AM

2024 Community Feedback Survey

81	Negative-Financial Negative-General	Waste tax dollars on capital projects that are not needed such as the Columbia realignment and First Street overlook. The city also does an excellent job at making it hard for small business to expand in the city limits.	3/12/2024 9:26 AM
82	Customer Service Management	The admin staff is amazing!	3/12/2024 9:20 AM
83	Look/Feel	Promoting local businesses, downtown is clean and well lit.	3/12/2024 9:15 AM
84	Utilities	With all of the wind and trees we have, I've always been impressed with how fast the city restores power. We've had very few outages, and when it does go down it's only for a very short time. The quality of our drinking water is excellent as well.	3/12/2024 9:11 AM
85	Customer Service	Customer service	3/12/2024 8:51 AM
86	Customer Service	Great response times when help is needed with both public works and questions to office staff.	3/12/2024 8:47 AM
87	Management	Working hard to find solutions to municipal issues.	3/12/2024 8:46 AM
88	Customer Service	Quick response times	3/6/2024 1:13 PM

Q3 How would you rate your experience with the service in the past 12 months.

Answered: 134 Skipped: 2

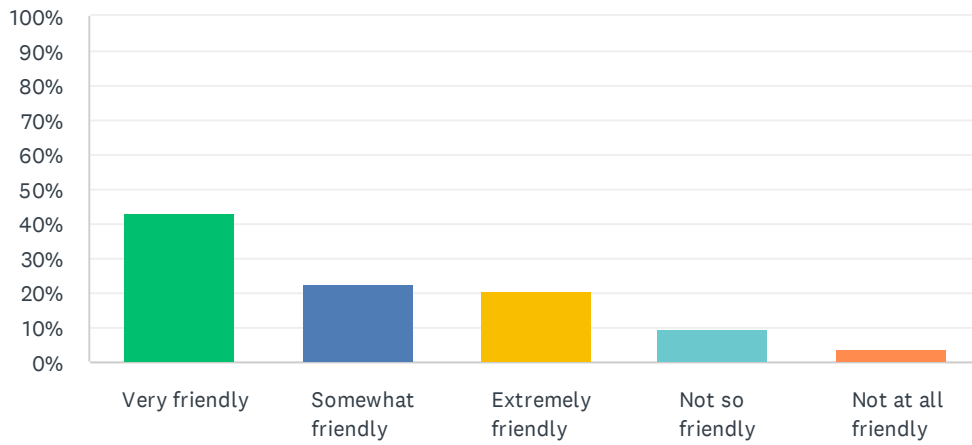


2024 Community Feedback Survey

	POOR	FAIR	NEUTRAL	GOOD	EXCELLENT	N/A	TOTAL	WEIGHTED AVERAGE
Fire Protection	3.03% 4	3.03% 4	19.70% 26	25.00% 33	23.48% 31	25.76% 34	132	3.85
Snow Removal	6.72% 9	7.46% 10	8.96% 12	45.52% 61	29.10% 39	2.24% 3	134	3.85
Street Lighting	6.06% 8	7.58% 10	18.18% 24	44.70% 59	18.94% 25	4.55% 6	132	3.66
Water Services	7.46% 10	7.46% 10	20.15% 27	36.57% 49	20.15% 27	8.21% 11	134	3.59
Street Maintenance	6.72% 9	14.93% 20	11.94% 16	46.27% 62	15.67% 21	4.48% 6	134	3.52
Sewer Services	9.02% 12	9.02% 12	15.79% 21	33.83% 45	16.54% 22	15.79% 21	133	3.47
Tree Planting/Maintenance	5.22% 7	8.21% 11	37.31% 50	29.10% 39	8.21% 11	11.94% 16	134	3.31
City Parks	11.19% 15	16.42% 22	29.85% 40	22.39% 30	11.94% 16	8.21% 11	134	3.08
Sidewalk Maintenance	14.18% 19	20.90% 28	16.42% 22	33.58% 45	10.45% 14	4.48% 6	134	3.05
Right of Way Permits	6.02% 8	4.51% 6	37.59% 50	8.27% 11	5.26% 7	38.35% 51	133	3.04
Code Enforcement	11.28% 15	8.27% 11	36.84% 49	10.53% 14	6.02% 8	27.07% 36	133	2.89
Building Permits	12.88% 17	6.82% 9	30.30% 40	12.12% 16	6.06% 8	31.82% 42	132	2.88

Q4 How friendly is the staff?

Answered: 127 Skipped: 9



ANSWER CHOICES	RESPONSES
Very friendly	43.31% 55
Somewhat friendly	22.83% 29
Extremely friendly	20.47% 26
Not so friendly	9.45% 12
Not at all friendly	3.94% 5
TOTAL	127

Q5 What do you consider to be the most important service the City provides?

Answered: 93 Skipped: 43

#	RESPONSES	DATE
1	Utilities Sewer & Water	4/9/2024 9:33 AM
2	Streets Street Maint.	4/9/2024 9:29 AM
3	N/A Subway	4/9/2024 9:27 AM
4	Public Safety Fire protection and law enforcement	4/9/2024 8:18 AM
5	Utilities Water	4/8/2024 3:03 PM
6	Utilities water	4/8/2024 2:13 PM
7	Utilities Wastewater	4/8/2024 10:08 AM
8	Information Information in one stop. If the city does not handle it, they can refer you.	4/8/2024 9:57 AM
9	Public Safety public safety	4/7/2024 9:06 PM
10	Utilities Sewer and water	4/6/2024 8:35 AM
11	Utilities Sewer/water	4/5/2024 7:39 AM
12	Planning Utilities Planning, sewer and water.	4/5/2024 7:38 AM
13	Public Safety Safety	4/4/2024 9:06 PM
14	Look/Feel Maintaining the natural beauty of the gorge	4/4/2024 6:00 PM
15	Cost-effective and polite support for the city's residents	4/4/2024 5:46 PM
16	Public Safety Safe environment	4/4/2024 10:38 AM
17	Negative-Financial Greed	3/31/2024 5:39 PM
18	Streets response to weather conditions	3/30/2024 3:17 PM
19	Look/Feel Planning Long-term planning and maintenance of public areas	3/29/2024 4:27 PM
20	All There isn't 1 important service they are all very important and needed.	3/28/2024 8:54 PM
21	Streets Utilities Infrastructure, I guess	3/27/2024 8:19 PM
22	Code Enforcement Keeping residents and the city safe through enforcement of standards.	3/27/2024 7:26 PM
23	Planning I'm not sure that it's a concrete "service" but preparing the city for the future and anticipating any changes that will need to be made for us to continue to prosper is the most important service to me. Properly managed, changes should be in place before the citizens realize a change needed to take place.	3/27/2024 9:57 AM
24	Utilities Sewer	3/27/2024 3:10 AM
25	Negative-Financial The most important thing that I believe is that they need to take care of us that are outside the city limits since we are required to pay taxes for the city of Stevenson	3/26/2024 8:39 PM
26	Utilities Utilities- water/sewer	3/26/2024 8:10 PM
27	Look/Feel Streets Utilities Taking care of the facilities that we already have, and maintaining the landscaping that we already have.	3/26/2024 5:24 PM
28	Utilities Water/Sewer services	3/26/2024 12:42 PM
29	Negative-Financial Taking our money through taxes and not seeing any positive results.	3/26/2024 12:35 PM

2024 Community Feedback Survey

30	Utilities Public utilities	3/26/2024 12:19 PM
31	Utilities Utilities	3/26/2024 12:17 PM
32	Code Enforcement Planning Public Safety Planning and permitting to control how we develop and policing power	3/26/2024 11:58 AM
33	Look/Feel The hometown feeling !!	3/26/2024 11:56 AM
34	Utilities Sewer/water = of equal importance	3/26/2024 11:49 AM
35	Parks Streets Street and park maintenance	3/26/2024 11:38 AM
36	Information Providing information (of any kind)in a respectful, timely manner	3/21/2024 5:33 PM
37	Public Safety Utilities Fire, water, and sewer are essential services (all tied for top three)	3/21/2024 9:56 AM
38	Utilities Water,	3/20/2024 5:04 PM
39	All Utilities I do not believe there is one, most items are very important and probably undervalued. Water & Sewer	3/20/2024 4:58 PM
40	Economic Development City of Stevenson should be proactive in promoting economic development and supporting local businesses. Through strategic planning and partnerships with the private sector, the city should be seen as a helping partner to attract new businesses, create job opportunities, and enhance the overall economic vitality of the area.	3/20/2024 4:27 PM
41	Public Safety Our fire service is at the top of my list.	3/20/2024 3:56 PM
42	Utilities Water ,	3/20/2024 2:51 PM
43	Utilities Water and Sewer.	3/20/2024 12:54 PM
44	All All services are equal.	3/20/2024 10:55 AM
45	Streets Snow removal	3/20/2024 10:46 AM
46	Utilities Water	3/20/2024 10:39 AM
47	Look/Feel A centerpoint for the community	3/20/2024 10:10 AM
48	Parks Streets Street and park maintenance	3/19/2024 5:48 PM
49	Being available 5 days a week	3/19/2024 4:37 PM
50	Utilities Water	3/17/2024 8:06 PM
51	Look/Feel Streets Utilities Maintenance of roads, trees and property, infrastructure	3/14/2024 6:32 PM
52	Utilities Water. Electric.	3/14/2024 7:34 AM
53	Public Safety Fire/EMS	3/13/2024 8:58 PM
54	Utilities Water is the only answer.	3/13/2024 6:45 PM
55	Utilities Water and sewer	3/13/2024 5:57 PM
56	Utilities Utilities	3/13/2024 5:36 PM
57	Building Planning Building permits—limit!	3/13/2024 2:34 PM
58	Planning Growth management and planning	3/13/2024 1:17 PM
59	Streets Utilities Lighting, water, sewer, streets ... basic infrastructure	3/13/2024 12:39 PM
60	Streets Utilities Capital projects.	3/13/2024 12:06 PM
61	Utilities Water and sewer services.	3/13/2024 11:18 AM
62	Utilities Water/sewer	3/13/2024 10:16 AM
63	Public Safety Utilities fire protection, sewer, water	3/13/2024 10:16 AM
64	Streets Road maintenance	3/13/2024 10:13 AM

2024 Community Feedback Survey

65	Building Planning	General administration. Building and planning.	3/13/2024 8:16 AM
66	Utilities	Utilities; water and electricity.	3/13/2024 6:52 AM
67	Negative-Financial Utilities	Great question, hard to answer. Basic services such as water and sewer, although the rates are astronomical and too expensive for the average resident. Lots of expensive projects for a limited number of residents supporting the cost.	3/12/2024 10:16 PM
68	Utilities	Utilities- Water/Sewer	3/12/2024 7:43 PM
69	Utilities	Water	3/12/2024 7:29 PM
70	N/A	Not sure.	3/12/2024 7:27 PM
71	Streets Utilities	Building and maintaining infrastructure to support the growth and affordability of living in the city.	3/12/2024 7:13 PM
72	Utilities	Water and Sewer	3/12/2024 6:01 PM
73	Code Enforcement Look/Feel Public Safety Streets Utilities	Its hard to narrow beyond what is listed above... a city has basic needs and prioritizing one over another is hard. I think the city's most important "service" is to listen to enforce regulations, create policies and manage infrastructure that aims to improve our livability and safety.	3/12/2024 4:57 PM
74	Public Safety Utilities	Water, sewer, protection (fire & police)	3/12/2024 4:25 PM
75	Negative-Financial Utilities	Water/Sewer (at price people can afford)	3/12/2024 2:31 PM
76	Code Enforcement	Code enforcement	3/12/2024 2:10 PM
77	Streets Utilities	maintenance of all improvements	3/12/2024 12:50 PM
78	Utilities	Water services	3/12/2024 12:23 PM
79	Streets Utilities	Public works projects	3/12/2024 11:47 AM
80	All	All essential for our community to thrive.	3/12/2024 11:07 AM
81	Information Planning	Planning dept could be more customer friendly. 6 mo for a short plat is redic. More communication.	3/12/2024 11:00 AM
82	Utilities	Water/sewer	3/12/2024 10:34 AM
83	Information	Helping the citizens work thru all the paperwork without putting roadblocks in the way	3/12/2024 10:24 AM
84	Streets	Roads crew.	3/12/2024 9:30 AM
85	Utilities	Water/sewer	3/12/2024 9:26 AM
86	Streets	Street maintenance	3/12/2024 9:15 AM
87	Negative-Financial Utilities	Public utilities. Keeping them updated but affordable. New developments (Chenedere Heights) need to be charged more for water/power for new infrastructure & use. Not existing residents & businesses.	3/12/2024 9:11 AM
88	N/A	keeping the lights on	3/12/2024 9:07 AM
89	Public Safety	Safety	3/12/2024 8:51 AM
90	Utilities	Water and sewer	3/12/2024 8:47 AM
91	Utilities	Continuity of service.	3/12/2024 8:46 AM
92	All	All of the above to keep our city safe, livable and beautiful	3/12/2024 8:44 AM
93	Utilities	Water	3/6/2024 1:13 PM

Q6 What do you consider to be the second most important services the City provides?

Answered: 83 Skipped: 53

#	RESPONSES	DATE
1	Streets (& access to City Hall on Friday)	4/9/2024 9:33 AM
2	City Parks	4/9/2024 9:29 AM
3	A&J Market	4/9/2024 9:27 AM
4	code enforcement	4/9/2024 8:18 AM
5	Sewer	4/8/2024 3:03 PM
6	streets	4/8/2024 2:13 PM
7	Streets	4/8/2024 10:08 AM
8	Coordinating efforts.	4/8/2024 9:57 AM
9	snow removal, road maintenance	4/7/2024 9:06 PM
10	Permitting	4/6/2024 8:35 AM
11	Planning	4/5/2024 7:39 AM
12	Future planning	4/5/2024 7:38 AM
13	Public health	4/4/2024 9:06 PM
14	Maintaining well lit and paved streets for safety.	4/4/2024 6:00 PM
15	Affordable	4/4/2024 10:38 AM
16	Greed	3/31/2024 5:39 PM
17	keeps streets and storm drains clear	3/30/2024 3:17 PM
18	Water/sewer	3/29/2024 4:27 PM
19	Run services smoothly	3/27/2024 8:19 PM
20	Managing changes in a way that will make them as frictionless as possible, recognizing that some people never like change at all.	3/27/2024 9:57 AM
21	Water	3/27/2024 3:10 AM
22	That they get a hold of PD and hold them accountable for their pricing people out of the community	3/26/2024 8:39 PM
23	City planning & compliance enforcement	3/26/2024 8:10 PM
24	Taking care of the existing citizens needs and worries!	3/26/2024 5:24 PM
25	Road maintenance	3/26/2024 12:42 PM
26	Fire services & first responders	3/26/2024 12:19 PM
27	Parks	3/26/2024 12:17 PM
28	Sewer and water, cost control	3/26/2024 11:58 AM
29	Permits	3/26/2024 11:49 AM
30	Public safety	3/26/2024 11:38 AM

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31	Approachable staff	3/21/2024 5:33 PM
32	Fire, water, and sewer are essential services (all tied for top three)	3/21/2024 9:56 AM
33	Maintenance of items	3/20/2024 5:04 PM
34	city planning/development	3/20/2024 4:58 PM
35	Consistent and clear communication as an advocate for all residents.	3/20/2024 4:27 PM
36	Roadways and imp	3/20/2024 3:56 PM
37	Sewer	3/20/2024 2:51 PM
38	Parks	3/20/2024 12:54 PM
39	All services are equal.	3/20/2024 10:55 AM
40	Tree maintenance	3/20/2024 10:46 AM
41	Sewer	3/20/2024 10:39 AM
42	Providing infrastructure for living and making a living	3/20/2024 10:10 AM
43	Code enforcement	3/19/2024 5:48 PM
44	City maintenance	3/19/2024 4:37 PM
45	Sewer	3/17/2024 8:06 PM
46	Sewer	3/14/2024 7:34 AM
47	Street maintenance	3/13/2024 8:58 PM
48	Public safety.	3/13/2024 6:45 PM
49	Police and fire services	3/13/2024 5:57 PM
50	Planning	3/13/2024 5:36 PM
51	Utilities	3/13/2024 1:17 PM
52	Lighting, water, sewer, streets ... basic infrastructure	3/13/2024 12:39 PM
53	Street and utility maintenance	3/13/2024 12:06 PM
54	Code enforcement	3/13/2024 11:18 AM
55	Street maintenance	3/13/2024 10:16 AM
56	the swimming pool	3/13/2024 10:16 AM
57	Water	3/13/2024 10:13 AM
58	Police and fire protection.	3/13/2024 8:16 AM
59	Safety and accessibility.	3/13/2024 6:52 AM
60	Being available on a full-time basis to provide and respond to residents' needs. Yet, City office is closed/locked on Fridays unless an appointment is arranged in advance.	3/12/2024 10:16 PM
61	Fire Protection	3/12/2024 7:43 PM
62	Fire Protection	3/12/2024 7:29 PM
63	Not sure	3/12/2024 7:27 PM
64	Setting building standards and planning for intentional growth.	3/12/2024 7:13 PM
65	Street maintenance	3/12/2024 6:01 PM
66	I hate to say it but, but if something had to go I think parks would be something I'd look to another entity or new district to manage.	3/12/2024 4:57 PM
67	Infrastructure projects and maintenance	3/12/2024 4:25 PM

2024 Community Feedback Survey

68	Hard to say, but there is a lot of super important stuff obviously.	3/12/2024 2:31 PM
69	Water and sewer	3/12/2024 2:10 PM
70	quick responce to inquires and FOLLOW up no matter the request	3/12/2024 12:50 PM
71	Street Maintenance	3/12/2024 12:23 PM
72	Water and Sewer	3/12/2024 11:47 AM
73	Managing everything within the city	3/12/2024 11:00 AM
74	Road maintenance	3/12/2024 10:34 AM
75	Water/sewer crew.	3/12/2024 9:30 AM
76	Fire protection	3/12/2024 9:26 AM
77	City parks	3/12/2024 9:15 AM
78	Enforcing cleaning up of derelict properties. Whether going after the slum lord who owns the trailer court & Manor apartments or the residents, they're both a real eye sore. And now the building where Andrews pizza/Beer Lodge was is in ruin as well.	3/12/2024 9:11 AM
79	keeping the water runnig	3/12/2024 9:07 AM
80	Balancing people & property disputes	3/12/2024 8:51 AM
81	Planning	3/12/2024 8:47 AM
82	Communication hub for the area.	3/12/2024 8:46 AM
83	Sewer	3/6/2024 1:13 PM

Q7 What changes would most improve our service?

Answered: 86 Skipped: 50

#	RESPONSES	DATE
1	Definitely would like City Hall open 5 days a week-also whatever steps could lower sewer/water bills.	4/9/2024 9:33 AM
2	Snow Removal	4/9/2024 9:29 AM
3	Fast drive up food for handicap & seniors	4/9/2024 9:27 AM
4	Put a rate freeze on these high water/sewer rates, you're going to out price people from even wanting to live here.	4/8/2024 3:03 PM
5	Putting more things to a vote rather than public debates or campaigns where the loudest - rather than the most - voices are heard.	4/8/2024 9:57 AM
6	less regulation	4/7/2024 9:06 PM
7	Increasing sales tax on goods and services in our City to help offset the costs of sewer and water services. This increases the pool of people contributing to the funds needed to provide services.	4/6/2024 8:35 AM
8	Better communication, including the ability to foresee what questions are likely and a strategy on how to address questions that are meant to derail processes	4/5/2024 7:39 AM
9	Better more well established processes so that individuals cannot derail the staff or the council meetings. For instance, asking for a series of emails minutes before a meeting is not appropriate. If the city had a policy for the time before information would be answered, they would be able to use their time more wisely.	4/5/2024 7:38 AM
10	Higher level of health and public safety	4/4/2024 9:06 PM
11	Actually get things done and keep costs down. Work on building trust by organizing kind gestures and acts of goodwill like litter cleanups or charity drives or some kind of competitions that could benefit the community by bringing them together. Avoid policies that harm people and work with the people you serve and who pay your salaries instead of against them. City Hall has a terrible reputation around town that should be addressed. You can start by saying you intend to do better and then proving it.	4/4/2024 6:00 PM
12	Greater transparency on i) decision-making, and ii) fair and equitable application of policies	4/4/2024 5:46 PM
13	Decrease the sewerage coat. This service should cost no more than water.	4/4/2024 10:38 AM
14	Listen to the public on issues such as courthouse lawn project that is not wanted by the people here that pay taxes!	4/3/2024 7:44 AM
15	Far less greed and underhandedness in getting \$\$ out of folks	3/31/2024 5:39 PM
16	A quick synopsis of the meeting minutes for larger decisions that affect the community - can be hard to figure out what the take away is from the larger agenda-based notes.	3/29/2024 4:27 PM
17	Better communication, marketing, and educating people kn the community. This is especially important to people that don't want change.	3/28/2024 8:54 PM
18	During snow removal times, do not block driveways with snow berm/piles. It is very frustrating to clear your driveway in attempt to get out safely, only to have a huge wall of snow get plowed back in its place. Over and over again....	3/28/2024 3:15 PM
19	Not sure. I have no issues	3/27/2024 8:19 PM
20	Winter snow removal and street safety.	3/27/2024 7:26 PM
21	I find the basic services provided by the city to be well executed. I support and encourage changes that will make our city function better in the future and more attractive to citizens that	3/27/2024 9:57 AM

2024 Community Feedback Survey

live here already, others that may move here and to visitors.

22	Stop limiting national brand food franchises from operating in town. Beer, beer, beer everywhere. I want more variety in take out food.	3/27/2024 7:20 AM
23	Cost saving research	3/27/2024 3:10 AM
24	I think the most important thing is that they represent all taxpayers In the city as well as the outskirts and they quit Charging us Enormous fees just to live here. They are going to drive so many people out so many people that have lived there all their lives are at least 20 years or more.	3/26/2024 8:39 PM
25	Opening on Fridays or working longer at least one day per week, maybe to 6 or 7 pm so people who work outside the community would have a chance to use city hall.	3/26/2024 5:24 PM
26	Public parking lot instead of all the courthouse lawn.	3/26/2024 1:31 PM
27	Stop focusing on a new "plaza" and focus on what you already have.	3/26/2024 12:42 PM
28	Replacement of all city officials	3/26/2024 12:35 PM
29	Add lighting, bathrooms, and direction signage for the growing tourism. Make permitting & development a little easier. Finish the park project	3/26/2024 12:19 PM
30	Additional funding to offset sewer rates.	3/26/2024 12:17 PM
31	Staff to necessary levels to provide excellent service	3/26/2024 11:58 AM
32	Utilize more volunteers for park/tree services.	3/26/2024 11:49 AM
33	More training for Law Enforcement especially re DV and SA.	3/26/2024 11:38 AM
34	smiling faces! and not being ignored at the front counter	3/21/2024 5:33 PM
35	Bring in the former County Planner, Alan, so the City has a well functioning Planning Department (clear, efficient, fair, and truly helpful). Also, quit focusing on non-essential projects and find ways to reduce water & sewer rates.	3/21/2024 9:56 AM
36	Improve the functioning of the city council.	3/20/2024 9:09 PM
37	Brag about what you do, your work is taken for granted by me	3/20/2024 5:04 PM
38	I've always been satisfied with City staff. Perhaps if people would move to a larger city they would appreciate what C.O.S. provides. I've never needed to come into the office... especially on a Friday. Ben has always responded to emails or sent me to the correct person. Gordy has been on our road and talked me off the ledge when my house was flooding from rain water and when the neighbor broke a natural gasline. The city has always been responsive to my questions. Thank you for all you do!	3/20/2024 4:58 PM
39	-Clear, defined regulations without moving targets to allow additional businesses to call Stevenson home. - Better snow removal in the winter - If enforcing codes - enforce them equally among ALL residents. - Proposed projects that include wide range of studies to ensure full coverage of the potential impacts with better communication	3/20/2024 4:27 PM
40	As a community member I'd have to say that I would like to see an improvement with the water/ sewer bills for our local businesses.	3/20/2024 3:56 PM
41	It's my experience the city team has been there for anything my family has needed. They are a stellar group of human beings that keeps this community thriving. Smart. Professional. Kind. Thoughtful. Skilled. Our community is lucky to have such a team.	3/20/2024 10:55 AM
42	Curbside recycling	3/20/2024 10:46 AM
43	Somehow lowering sewer prices	3/20/2024 10:39 AM
44	Staff more enthusiastic to support local businesses and projects— helping customers, see what they can do, more than what they can't do	3/20/2024 10:10 AM
45	Clean up all public areas. Parks strips are never maintained. Public utility grounds are unkempt. Put slats in chainlink fences to hide messes and equipment from public view along Rock Creek	3/19/2024 5:48 PM

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46	Available 5 days a week	3/19/2024 4:37 PM
47	Not sure. Water and sewer have always been available. I do not like moratoriums though. To me, that means poor planning.	3/17/2024 8:06 PM
48	Not service per se but I would love to us continue to improve our parks and waterfront. We iive in such a beautiful area. We need better maintenance and additions.	3/14/2024 6:32 PM
49	Communication.	3/14/2024 7:34 AM
50	Do something positive with the lawn in front of the courthouse	3/13/2024 8:58 PM
51	You guys do a great job everyday! 🍷🍷🍷	3/13/2024 6:45 PM
52	Find more ways to lower customer costs and fees. Everything is just too expensive and it's not sustainable without completely changing the face of our community by the rich people moving in who don't feel it as sharply.	3/13/2024 5:36 PM
53	Improve staff knowledge and skills	3/13/2024 1:17 PM
54	I'm the bookstore owner. EVERY WEEK someone goes the wrong way on our section of Russell Ave. I think things would improve if ARROWS WERE PAINTED ON THE STREET facing down the hill so that drivers would see them as they attempt to turn the wrong way onto this street.	3/13/2024 12:39 PM
55	Proactive code enforcement	3/13/2024 12:06 PM
56	Lower property taxes. They are out of control as well as the water and sewer rates!	3/13/2024 11:18 AM
57	Engaging with the public and solving problems together with a less US vs them mentality.	3/13/2024 10:16 AM
58	set money aside for future needs so that our rates don't have to go through the roof when something is replaced.	3/13/2024 10:16 AM
59	Staff	3/13/2024 10:13 AM
60	I think the city could spend less time on explicit customer service and more time on long range and strategic planning.	3/13/2024 8:16 AM
61	Lowering the utilities bills. The people of Stevenson have realized how high our bills are compared to other areas close by and it makes zero sense and is wrong. Especially when this area provides energy for so many surrounding areas from the damn. We should not be paying as much as we do for those services.	3/13/2024 6:52 AM
62	As others have suggested, a change in leadership positions would most improve your lackluster service.	3/12/2024 10:16 PM
63	Reduce office staff	3/12/2024 7:43 PM
64	The snow plowing is indispensable and much appreciated. However, I wish they wouldn't create such high berms at the driveways, that we can't get out anyway. Also, the clearing and upgrading of sidewalks needs improvement. The upgrading and maintenance of city parks needs great improvement. Additionally, I'd like to see a way to attract more businesses to Stevenson as well as provide more housing for those that would like to come and help Stevenson prosper.	3/12/2024 7:29 PM
65	Promote what you do.	3/12/2024 7:27 PM
66	More online accessibility to public records and permitting	3/12/2024 7:13 PM
67	Re-open city hall on Fridays. Better train the office staff to be problem solvers; not pencil pushing problem creators, as is common with the planning department	3/12/2024 6:01 PM
68	reduce the admin burden of public records requests and make the website more user friendly	3/12/2024 4:57 PM
69	Simplifying and clarifying codes & regulations.	3/12/2024 4:25 PM
70	Kids need better park	3/12/2024 2:32 PM
71	It sometimes feels like the city is looking to tell residents "no" rather than helping positive changes happen via residents. From building permits to yard improvements, a lot of people seem to have stories of having to jump through hoops or play a bureaucratic games to get	3/12/2024 2:31 PM

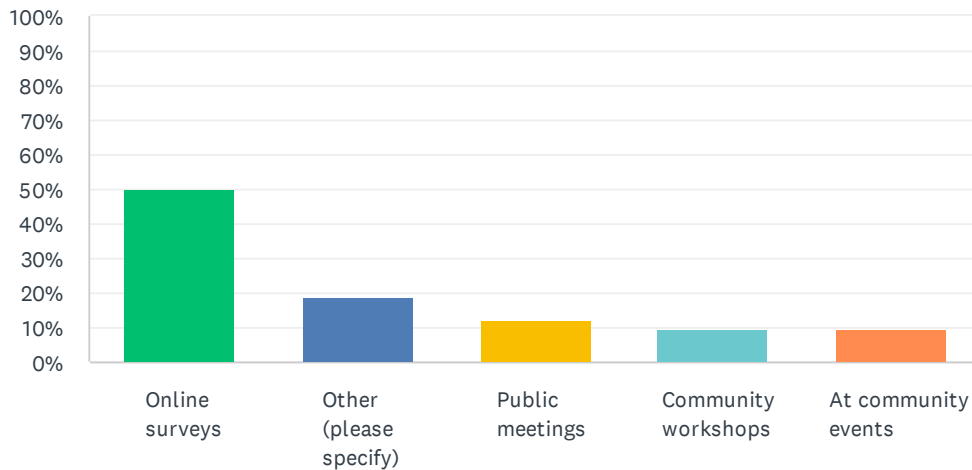
2024 Community Feedback Survey

things done. If someone has a junk yard at their house, it's no big deal. But if someone wants to do some landscaping to improve their house it's like they suddenly live in Seattle or San Francisco for the amount of resistance they encounter from the city. Shouldn't it be the opposite? County staff is much more encouraging and helpful in this regard (as a contrast).

72	Following through with code enforcement	3/12/2024 2:10 PM
73	Not sure	3/12/2024 12:23 PM
74	Consistency in building code application and planning.	3/12/2024 11:47 AM
75	Enforcement of code in regard to trash/junk on private property.	3/12/2024 11:04 AM
76	Beautification. Our landscaping was nice at one time but has suffered since Susan left.	3/12/2024 11:00 AM
77	Extending sewer	3/12/2024 10:34 AM
78	Caring and serving the people	3/12/2024 10:24 AM
79	Communication with the office staff.	3/12/2024 9:30 AM
80	Reduction of connection and permit fees for everything especially for business. City Council wastes a lot of time on items that should only take one meeting but often is stretched out over multiple meetings.	3/12/2024 9:26 AM
81	I don't have any suggestions at this time.	3/12/2024 9:15 AM
82	Stricter laws that force property owners who rent/lease out their buildings/land to maintain them. Especially in the downtown area. We live in such a beautiful area, why are some allowed to live/work in shoddy, ramshackle places that are not maintained?	3/12/2024 9:11 AM
83	turn down the street lights, they are very intrusive in our homes and yards. Most turns are trying to improve light pollution, but Stevenson has gone the opposite way.	3/12/2024 9:07 AM
84	Provide central restrooms and better signage to them.	3/12/2024 8:51 AM
85	More ways to share information with the public	3/12/2024 8:47 AM
86	NA	3/6/2024 1:13 PM

Q8 Which is the best way to engage with you?

Answered: 116 Skipped: 20



ANSWER CHOICES	RESPONSES	
Online surveys	50.00%	58
Other (please specify)	18.97%	22
Public meetings	12.07%	14
Community workshops	9.48%	11
At community events	9.48%	11
TOTAL		116

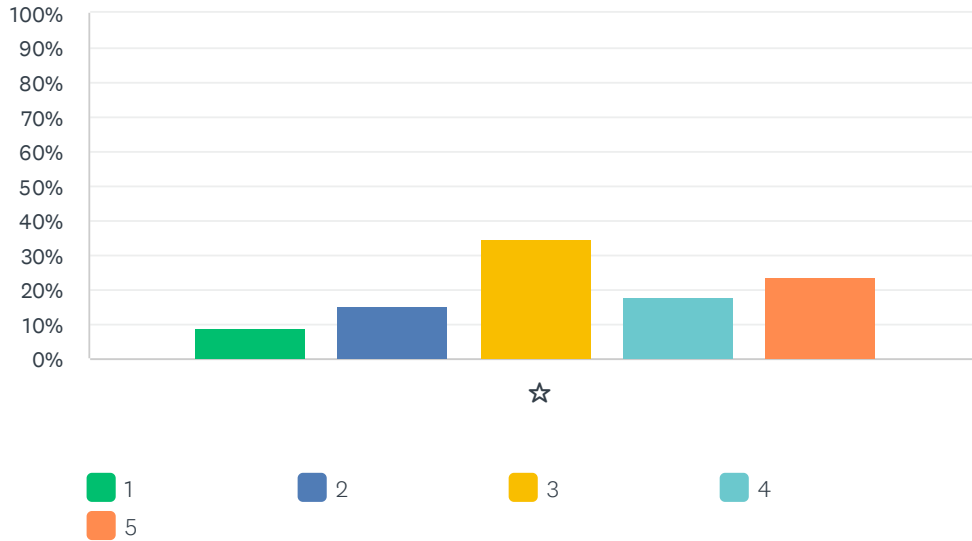
#	OTHER (PLEASE SPECIFY)	DATE
1	newspaper ads, mailers with information	4/7/2024 9:11 PM
2	Like the workshops but not many people attend. Surveys are good, but questions like this one (choose the best..) are not valid when options are synergistic	4/5/2024 7:55 AM
3	newspaper ads	3/30/2024 3:20 PM
4	Paper mailings	3/28/2024 3:13 PM
5	Social Media	3/26/2024 8:13 PM
6	public meetings and workshops both work	3/26/2024 5:28 PM
7	Social media	3/26/2024 1:34 PM
8	Call 360 986 1903	3/26/2024 12:02 PM
9	Direct mail	3/21/2024 2:07 PM
10	Mailers with links to more information (between commuting and personal lives there isn't time for meetings or reading long memos)	3/21/2024 10:14 AM
11	News article	3/20/2024 5:05 PM
12	Mailers	3/20/2024 12:57 PM
13	E mails	3/19/2024 4:41 PM

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14	on-line information, newspaper, newsletter	3/13/2024 1:25 PM
15	I don't need more engagement. I want you all to do what we elect and pay you to do.	3/13/2024 12:10 PM
16	Emails to update us, surveys and meetings to get feedback	3/12/2024 6:11 PM
17	Mail me clear and easy to read notices to my house.	3/12/2024 6:06 PM
18	Public meetings are important but most will read letter or Info publication w Email link comment	3/12/2024 5:37 PM
19	Publish plans and ideas in easy to digest ways with lots of time to think and react.	3/12/2024 2:38 PM
20	paper, via notes attached to billing to attract attention to a item	3/12/2024 12:56 PM
21	Newsletter emails	3/12/2024 11:10 AM
22	face to face	3/12/2024 10:28 AM

Q9 How would you rate the opportunities you have to participate in City matters?

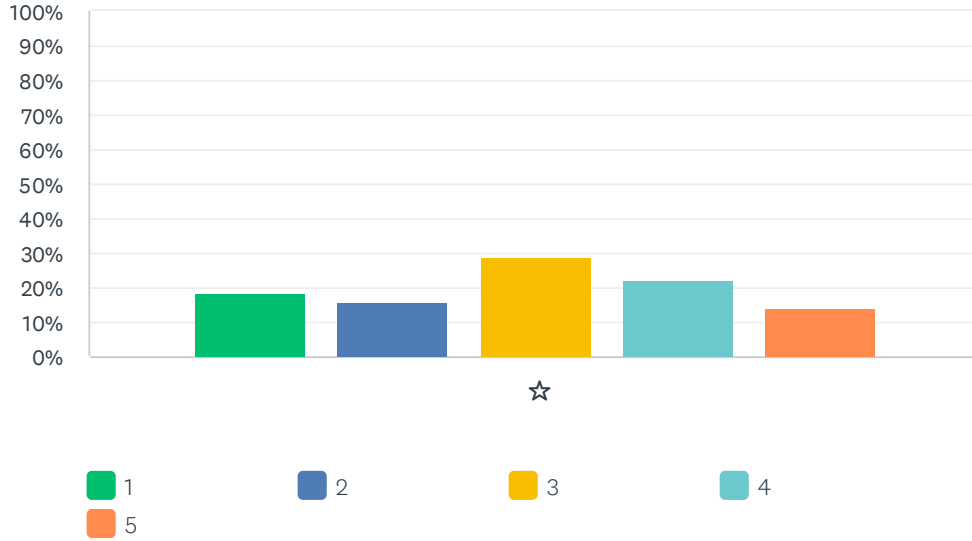
Answered: 113 Skipped: 23



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	8.85% 10	15.04% 17	34.51% 39	17.70% 20	23.89% 27	113	3.33

Q10 How would you rate the City's communication and engagement with the public?

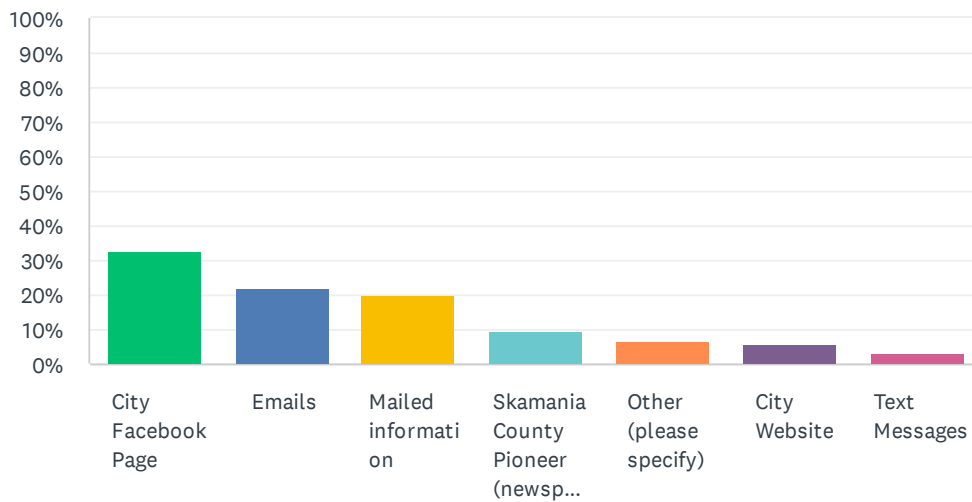
Answered: 113 Skipped: 23



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	18.58% 21	15.93% 18	29.20% 33	22.12% 25	14.16% 16	113	2.97

Q11 What is the best way to get information to you?

Answered: 119 Skipped: 17

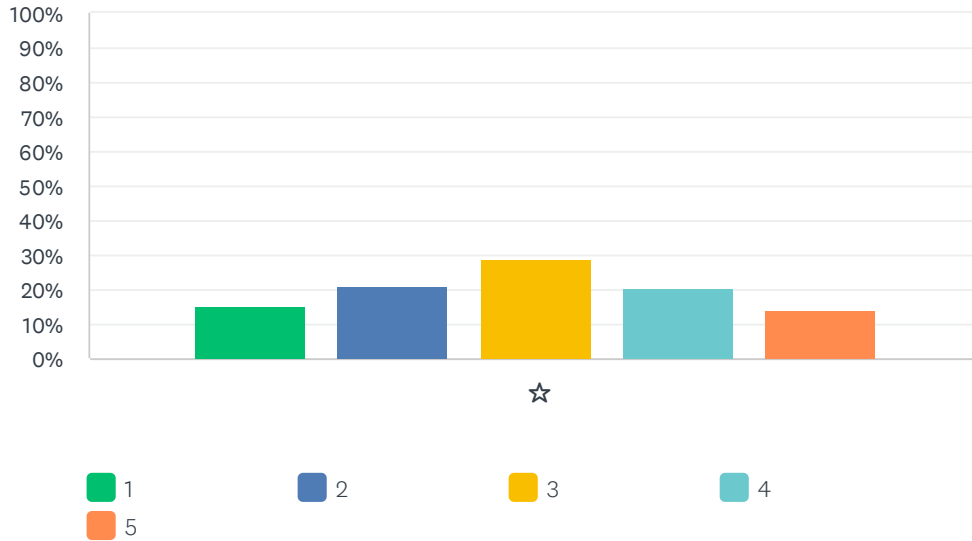


ANSWER CHOICES	RESPONSES
City Facebook Page	32.77% 39
Emails	21.85% 26
Mailed information	20.17% 24
Skamania County Pioneer (newspaper)	9.24% 11
Other (please specify)	6.72% 8
City Website	5.88% 7
Text Messages	3.36% 4
TOTAL	119

#	OTHER (PLEASE SPECIFY)	DATE
1	Again, best way question....	4/5/2024 7:55 AM
2	the Pioneer works but I also attend a lot of meetings	3/26/2024 5:28 PM
3	Text or Email	3/20/2024 4:58 PM
4	Social media channels get passed the fastest and widest	3/13/2024 12:43 PM
5	Phone call	3/13/2024 12:10 PM
6	These are all great! I think emails are the easiest, but it's really important that we use the newspaper	3/12/2024 6:11 PM
7	1 email 2 newsletter 3 newspaper 4 sites . It is important to be posted there but i have to go search. Vs line n link to learn more	3/12/2024 5:37 PM
8	Social media	3/12/2024 8:42 AM

Q12 How would you rate the information available to you about the City's Council, Planning Commission and other official city meetings?

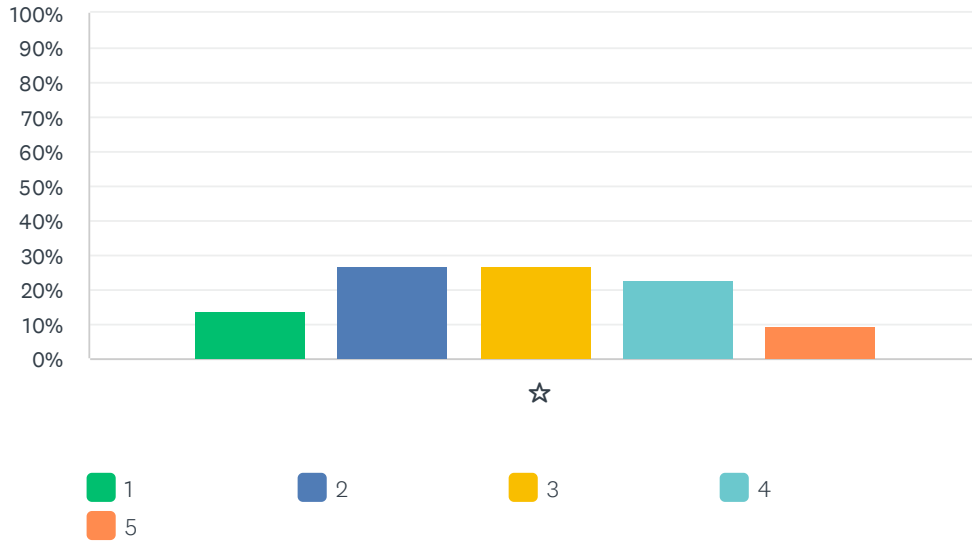
Answered: 113 Skipped: 23



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	15.04% 17	21.24% 24	29.20% 33	20.35% 23	14.16% 16	113	2.97

Q13 How would you rate the information available to you about city plans and programs?

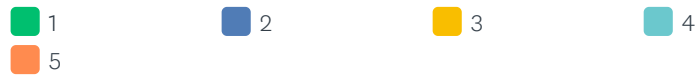
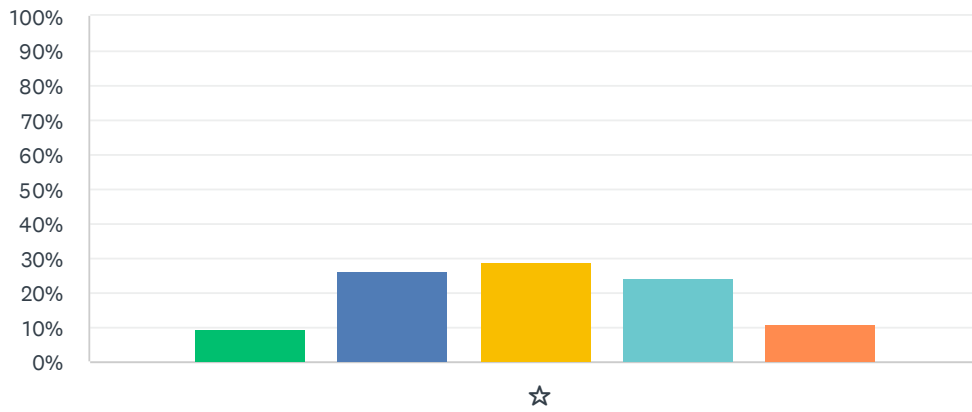
Answered: 115 Skipped: 21



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	13.91% 16	26.96% 31	26.96% 31	22.61% 26	9.57% 11	115	2.87

Q14 How would you rate the city's website?

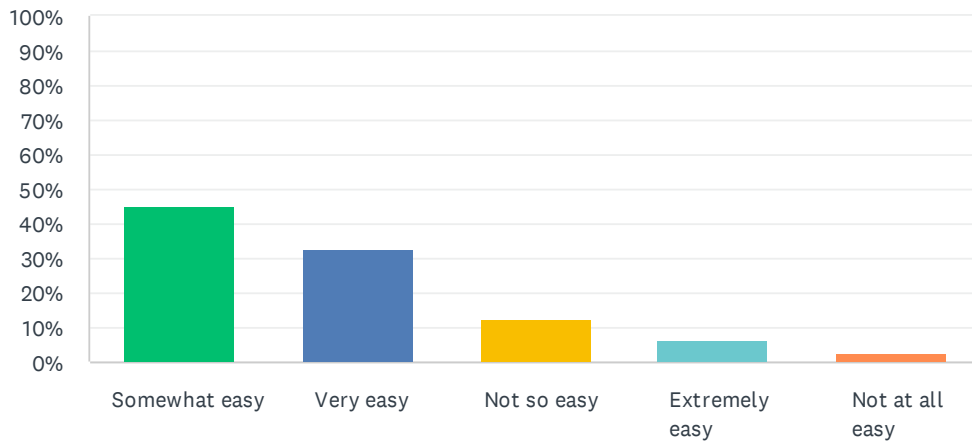
Answered: 107 Skipped: 29



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	9.35% 10	26.17% 28	28.97% 31	24.30% 26	11.21% 12	107	3.02

Q15 Does the website appear easy to navigate?

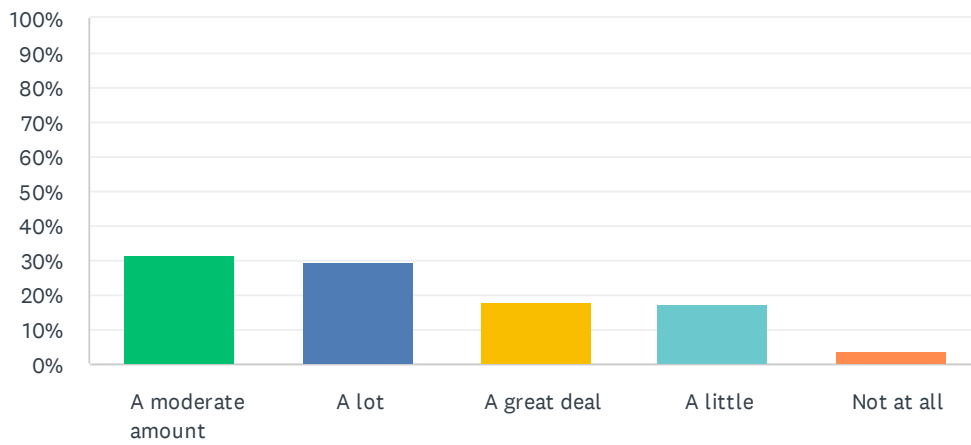
Answered: 110 Skipped: 26



ANSWER CHOICES	RESPONSES	
Somewhat easy	45.45%	50
Very easy	32.73%	36
Not so easy	12.73%	14
Extremely easy	6.36%	7
Not at all easy	2.73%	3
TOTAL		110

Q16 How much do you trust the information on our website?

Answered: 111 Skipped: 25



ANSWER CHOICES	RESPONSES	
A moderate amount	31.53%	35
A lot	29.73%	33
A great deal	18.02%	20
A little	17.12%	19
Not at all	3.60%	4
TOTAL		111

Q17 Please describe the issues you encountered in more detail.

Answered: 43 Skipped: 93

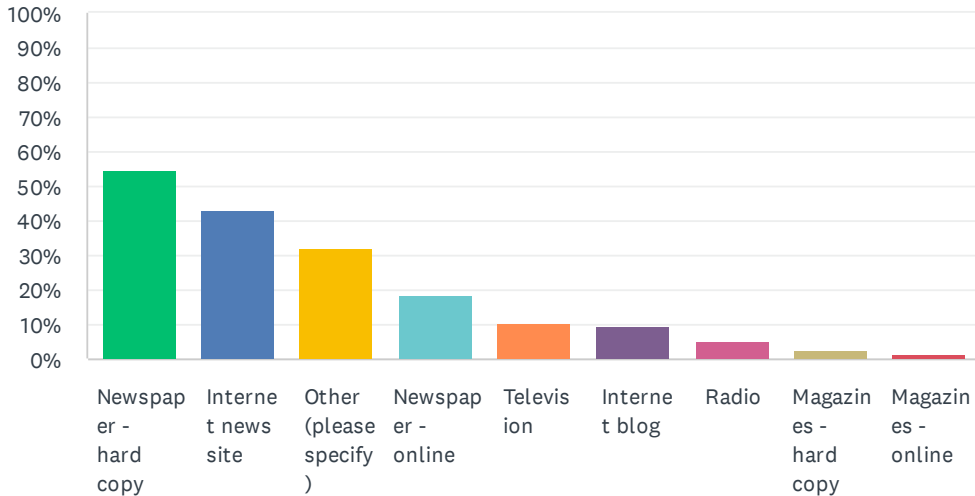
#	RESPONSES	DATE
1	Need to have multi-pronged outreach. Mailers and the paper are good. I used to receive emails, and don't anymore. It takes a while for someone to figure that out, and then it's just another thing to do to get back on the list	4/5/2024 7:55 AM
2	Finding this survey on a phone app was not easy. I saw the announcement in the paper and tried to follow the bread crumbs of the URL to get to the survey without typing the whole entire thing in. I could not find the city council page.	4/5/2024 7:44 AM
3	It isn't intuitive. It's falls flat and is bland	4/4/2024 9:13 PM
4	The information is not presented in a way that is easy to follow or understand. It needs to be distilled in a clear way that isn't the usual bogging us down with so much paper that we are turned off and away.	4/4/2024 6:06 PM
5	Sewer costs are to high.	4/4/2024 10:39 AM
6	Information that is public, but you don't want out you bury deep within your website Dozen or more clicks is a dozen to many	3/31/2024 5:43 PM
7	some of above questions only allow one response: Q 9, 11	3/30/2024 3:20 PM
8	I had to search for this survey it did not come up initially	3/28/2024 8:59 PM
9	The permit process seems very vague. It should be more detailed on the website to clearly state what does in fact need and what does not need a permit. At times it feels like a nosy HOA.	3/28/2024 3:21 PM
10	The website seems to be geared to visitors before residents.	3/27/2024 7:30 PM
11	Issue is that they don't represent us on the outskirts. We're in Stevenson county instead of Stevenson city and we are considered the OutKast.	3/26/2024 8:41 PM
12	I give the city credit that the information that is provided is truthful and trustworthy. Trust and verify!	3/26/2024 5:28 PM
13	I'm unsure if the information is timely or updated in a timely fashion.	3/26/2024 12:18 PM
14	Coordination with county, make controlled development easy for homeowners	3/26/2024 12:02 PM
15	NO ISSUES	3/26/2024 11:52 AM
16	broken links being shared	3/26/2024 11:42 AM
17	I was interested in a couple topics the last few years but materials produced were too vast and unclear. It felt like drowning in bs and I gave up interest. Couldn't find this survey by using the Search function on the City's website. Thank you for putting it in the paper.	3/21/2024 10:14 AM
18	Surveys do not always encompass both positive and negative views of what is being asked. They seem to be geared to a positive or pro-city decision response which gives a false support narrative.	3/20/2024 4:31 PM
19	There is a lot of information available on the website. I do not believe there is an issue. Navigating takes time and patience.	3/20/2024 11:00 AM
20	Getting any technical information is very difficult. Search engine and general inquiries as to city codes, etc. is very circular. You keep winding up coming back to pages with no real answers to your questions	3/19/2024 5:56 PM
21	It's sometimes hard to find information on the website.	3/17/2024 8:10 PM
22	n/a	3/13/2024 9:01 PM

2024 Community Feedback Survey

23	Need better summaries of information and issues prepared for ordinary citizens as well as council members and other officials. It's obvious council members do not read or understand very much of the huge volumes of information provided by staff in meeting packets, etc.	3/13/2024 1:25 PM
24	Could we add a Chamber link to the right-hand "Community" options?	3/13/2024 12:43 PM
25	Some info seems too old to be relevant	3/13/2024 12:10 PM
26	Parking issues with people blocking driveways	3/13/2024 10:19 AM
27	n /a	3/13/2024 10:18 AM
28	Staff don't want to listen and are rude.	3/13/2024 10:16 AM
29	N/A.	3/13/2024 6:56 AM
30	Searching for information is tedious, at best. Documents are NOT available although a link may be there, leading to nothing that you don't want readers to find.	3/12/2024 10:20 PM
31	Lack of communication	3/12/2024 7:45 PM
32	Hard to use the search function. Sometimes you find documents embedded in pages. It can be difficult to find what you need.	3/12/2024 6:11 PM
33	I have lived here 22 years and we used to have really good problem solvers at the city. Not anymore. I am glad I am not a builder in this town.	3/12/2024 6:06 PM
34	It Took me a bit to navigate but anyone under 30 is probably fine. It . Took me a bit to figure which documents to read. Interesting to read goals, look at maps, learn about history , identify invasion plants.	3/12/2024 5:37 PM
35	its hard to find things	3/12/2024 4:59 PM
36	There is either too much information or too little (often times). People obviously care a lot about the water and sewer stuff, but it's hard to easily wrap your mind around why it's so expensive. Is it just the loan(s)? What are/were the loan(s) for? Are we planning more big spending? On what and why? And when you want to look something up, it can be pretty hard to find. It's a hard balance to strike... start with simple high level information and allow people to easily go deeper. Easy for me to say, I guess.	3/12/2024 2:38 PM
37	No issues	3/12/2024 12:25 PM
38	Webpage is still not always up to date.	3/12/2024 11:51 AM
39	The Facebook page is underutilized. The website is hard to find the right forms. Sometimes the forms are not even there. It seems like public comment at city council meetings are from the same people and that the topics of the comments are not exactly pertinent to the City. A lot of the emails in the meeting packets are from the same non-residents that have personal vendettas with the County and it has spilled over to the City. It's a waste of Stevenson Tax dollars to continually deal with the Pattons public records requests	3/12/2024 9:38 AM
40	Communication with office staff.	3/12/2024 9:33 AM
41	Some broken links	3/12/2024 9:18 AM
42	It just seems like there is a LOT of red tape that has to be dealt with before any real progress or actual construction begins on any improvement. I am baffled it's taken 20+ years to break ground on the courthouse lawn project or update our water/sewer treatment plant.	3/12/2024 9:18 AM
43	Website can be confusing but search option works well	3/12/2024 8:49 AM

Q18 Where do you currently get your news about local topics? (Check all that apply)

Answered: 113 Skipped: 23



ANSWER CHOICES	RESPONSES
Newspaper - hard copy	54.87% 62
Internet news site	43.36% 49
Other (please specify)	31.86% 36
Newspaper - online	18.58% 21
Television	10.62% 12
Internet blog	9.73% 11
Radio	5.31% 6
Magazines - hard copy	2.65% 3
Magazines - online	1.77% 2
Total Respondents: 113	

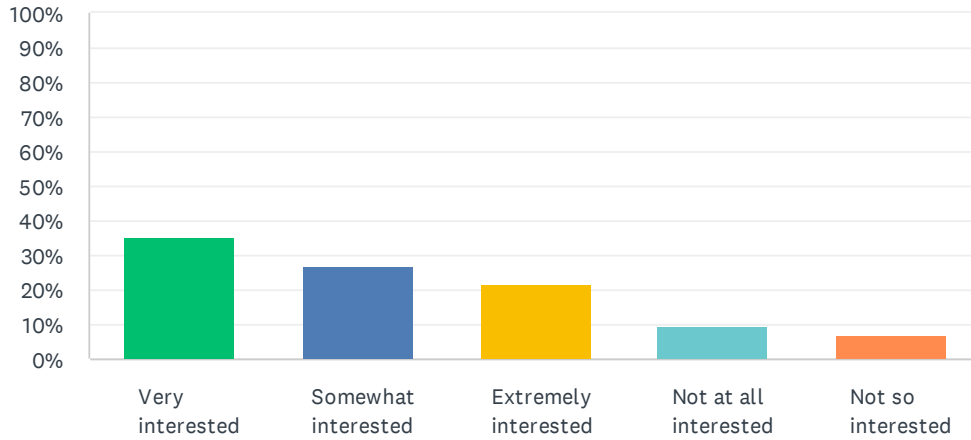
#	OTHER (PLEASE SPECIFY)	DATE
1	Facebook	4/9/2024 8:22 AM
2	I need to look for it if I want information.	4/6/2024 8:39 AM
3	Word of mouth	4/5/2024 7:55 AM
4	Local Facebook forums	4/4/2024 9:13 PM
5	Internet sources	3/28/2024 3:21 PM
6	Watch city hall meetings	3/28/2024 3:13 PM
7	Word of mouth	3/27/2024 7:23 AM
8	Social media	3/26/2024 8:13 PM

2024 Community Feedback Survey

9	meetings	3/26/2024 5:28 PM
10	Social media	3/26/2024 1:34 PM
11	Social Media	3/26/2024 11:52 AM
12	Social Media	3/26/2024 11:42 AM
13	friends and neighbors	3/21/2024 10:14 AM
14	What do you mean by local? There are few local news sources at least not many that are advertised as such. If you include Portland, Vancouver in Local, then, TV, Radio, Oregonian, Columbian all enter into the equation. Don't understand what you want here.	3/20/2024 9:16 PM
15	hear rumors on FB then go to website or newspaper to confirm (gotta love a small town)	3/20/2024 4:58 PM
16	From people in the community	3/20/2024 4:01 PM
17	Facebook	3/13/2024 9:01 PM
18	public officials, citizens	3/13/2024 1:25 PM
19	Word-of-mouth, in person --- and it sure would be great if some other option than the Pioneer were a way to get news to everyone.	3/13/2024 12:43 PM
20	Facebook	3/13/2024 10:19 AM
21	Word of mouth.	3/13/2024 8:19 AM
22	Facebook	3/13/2024 6:56 AM
23	Stevenson doesn't have these options so why are you asking? Facebook groups seem to be the only option other than limited info in the Pioneer.	3/12/2024 10:20 PM
24	Face book	3/12/2024 6:11 PM
25	Word of mouth. We don't have a good newspaper here anymore.	3/12/2024 6:06 PM
26	Local watch groups, local organizations newsletters	3/12/2024 5:37 PM
27	Social media, community organizations, email	3/12/2024 4:34 PM
28	Emails, city websites and emails	3/12/2024 2:38 PM
29	Facebook page	3/12/2024 2:12 PM
30	Online community pages - not good!	3/12/2024 11:10 AM
31	Facebook	3/12/2024 11:03 AM
32	person to person	3/12/2024 10:28 AM
33	Facebook news and government pages	3/12/2024 9:38 AM
34	Facebook	3/12/2024 9:18 AM
35	Online/FB	3/12/2024 8:47 AM
36	Social media	3/12/2024 8:42 AM

Q19 How interested are you in receiving electronic updates on City of Stevenson?

Answered: 116 Skipped: 20



ANSWER CHOICES	RESPONSES	
Very interested	35.34%	41
Somewhat interested	26.72%	31
Extremely interested	21.55%	25
Not at all interested	9.48%	11
Not so interested	6.90%	8
TOTAL		116

Q20 What information would you like to see City of Stevenson provide?

Answered: 64 Skipped: 72

#	RESPONSES	DATE
1	Important topics dealt with at the City council and planning meetings publicized beforehand and clear agendas posted beforehand	4/9/2024 8:22 AM
2	What is going on before it is decided or someone with an agenda latches onto it and starts spreading misinformation.	4/8/2024 9:59 AM
3	new projects,new regulations	4/7/2024 9:11 PM
4	Items that affect any change in cost of basic necessary services	4/6/2024 8:39 AM
5	Plans and background information on hot button issues before nefarious characters can skew the narrative to their own advantage. For instance, in this last round of Park Plaza discussions, the City did not give a good enough reminder of the context and processes involved - this allowed community members to easily spread misinformation. The city now seems to be on the defensive.	4/5/2024 7:55 AM
6	Just a small weekly update of the activities. With hyperlinks that take people to the information elsewhere on the city website if they want to know more. Just something small. You guys already are so busy. I don't want to see more work on your plates!	4/5/2024 7:44 AM
7	More ways to get involved	4/4/2024 9:13 PM
8	Clear information about positive initiatives for the people. I believe initiatives should come after speaking with the people first about what matters most to them.	4/4/2024 6:06 PM
9	Monthly newsletter with a collated synopsis of decisions made and upcoming opportunities to engage/decisions to be made	3/29/2024 4:29 PM
10	Planning information Changes to permitting	3/28/2024 8:59 PM
11	Future planning that affect the community.	3/28/2024 3:21 PM
12	Clearer communication regarding the roles of the city and county in the building permits process.	3/27/2024 7:30 PM
13	Expenditures, current and future improvements	3/27/2024 3:13 AM
14	Representation for the taxes we pay	3/26/2024 8:41 PM
15	I'm pretty sure you all are providing enough information on all the topics that people are interested in! At least that is what I hear!	3/26/2024 5:28 PM
16	Project updates	3/26/2024 12:21 PM
17	Accomplishments, new staffing announcement, phone connections, emails etc	3/26/2024 12:02 PM
18	I'd enjoy electronic updates--if current staff have capacity. I'd hate to see one more thing be added to their plate. I'd encourage some sort of tracking of newsletters (Smore tracks number of opened newsletter/links clicked/number of minutes individual spent reading) to further determine if it is worth their time.	3/26/2024 11:52 AM
19	How essential services are functioning and plans to improve them.	3/21/2024 10:14 AM
20	City council meeting minutes, decisions, planning information, future plans for improving the city, if the city is going to do anything at all about the "speedy" traffic that goes through the town.	3/20/2024 9:16 PM
21	Projects, vision for future opportunities to participate	3/20/2024 5:05 PM
22	Monthly Electronic Newsletter would be very nice. With links to city council meeting mins, contacts, seasonal info, etc.	3/20/2024 4:58 PM

2024 Community Feedback Survey

23	If the city is proposing a project or evaluating an economic opportunity, all decisions should include the exact reason(s) why something was denied or approved. A reference back to the regulations cited.	3/20/2024 4:31 PM
24	Information on community events.	3/20/2024 4:01 PM
25	I'm good looking at the website on my own time for updated city news.	3/20/2024 11:00 AM
26	More enthusiastic support to entrepreneurs, new business adventure ideas and help determining what is allowed.	3/20/2024 10:15 AM
27	City Council progress on stated agenda items, ie. Sewer project, water and storm water management. Progress on Downtown plan. City beautification efforts	3/19/2024 5:56 PM
28	City council minutes, topics	3/19/2024 4:41 PM
29	Short and long term plans	3/17/2024 8:10 PM
30	Finances, I want to get more involved as a volunteer but am nervous so I'm always on the lookout for opportunities that appeal to me for volunteering	3/14/2024 6:34 PM
31	The information had become better. If we don't understand..whenever we call, people are nice and informative. If they don't have the answer..they find it and call back. Thank you.	3/14/2024 7:39 AM
32	Plans for development/redevelopment	3/13/2024 9:01 PM
33	??	3/13/2024 1:25 PM
34	I'd like emails about large projects that impact the downtown corridor and also routes into and out of town.	3/13/2024 12:43 PM
35	Good news about new projects	3/13/2024 12:10 PM
36	A detailed report about how the city justifies raising taxes. What actions can the city do to lower or keep the budget neutral.	3/13/2024 11:28 AM
37	Allocation of funds	3/13/2024 10:19 AM
38	n/a	3/13/2024 10:18 AM
39	When meetings are Changes being made.	3/13/2024 10:16 AM
40	Summary of business.	3/13/2024 8:19 AM
41	Information about public meetings, volunteer opportunities.	3/13/2024 6:56 AM
42	Transparency and honesty, for starters. What is really "driving" many of your priorities other than the Mayor's agenda and grants?	3/12/2024 10:20 PM
43	Ongoing Development and Infrastructure Improvements	3/12/2024 7:45 PM
44	Would be nice to get a "Whats going on" email one a week.	3/12/2024 7:30 PM
45	Dates and topics for city Council meetings, burn ban beginning and ending, information about special meetings for permits/ planning, Calendar of events for what's going to be happening in town, information about budgets where money goes where there are shortfalls. How the town interacts with the county, national Forest, school district and the state. There are so many overlapping agencies.	3/12/2024 6:11 PM
46	Important information should always be mailed in an easy to identify postcard like Mary Ann used to do on things.	3/12/2024 6:06 PM
47	Before the park survey i had not known about some of the sites, before i looked at documents i didn't know difficulties access some. Some were annoyed that disagreement w court house wasn't available as they came after previous meetings . I like parks and attracting tourists money but want paid by grants not new debt and taxes. It would be nice to find goals n maps easier. It would be nice to know the friday saves money but maybe it could be 3 Fridays 1 Mondays for people in Service field. Clearly stated so not debated in paper. Reminder of zoom link for meetings. Probably already somewhere but budget ss list n pie. Projections of expenses for projects n funding. Label on parking site on east end someone says public. Probably there but deadline of publication. Calendar of local events in list and square form w	3/12/2024 5:37 PM

2024 Community Feedback Survey

two colors last year and expected date of this year to help plan events to not conflict and to attend. I was able to find many future in list.

48	synthesis of council decisions and outcomes >>> navigating a 400-700 page agenda packet is silly	3/12/2024 4:59 PM
49	Maybe a newsletter that updates residents on a variety of topics & projects an abbreviated way. Or maybe a dashboard-style (green, yellow, red indicators) update via email and website on status of main projects. Maybe profiles of council member and staff to get to know everyone as our neighbors who are serving our community.	3/12/2024 4:34 PM
50	What initiatives are currently be thought about? How imminent are any of them? What is helpful for people to weigh in on or think about? When are we going to get the plaza? Any timelines or guesses? Just more updates on what's happening on the city level I guess...	3/12/2024 2:38 PM
51	Any thing related to the city	3/12/2024 2:12 PM
52	Upcoming projects, price increases	3/12/2024 12:25 PM
53	Budget information.....where is our tax dollars being spent	3/12/2024 11:51 AM
54	Projects, plans and progress.	3/12/2024 11:10 AM
55	Projects upcoming.	3/12/2024 11:03 AM
56	Road closures, service outages	3/12/2024 10:36 AM
57	the truth about what they are doing	3/12/2024 10:28 AM
58	The current city council packets are huge and worthless to try to use as info. The attempts on Facebook are somewhat well meaning but there is. I interaction back from the page, which is logical since social media can be abused. The City Fire Facebook does engage but the posts sometimes are sporadic. No one knows what the planning commission does. I don't think most people are interested or concerned enough with the city to warrant any regular information distribution. It's the same small, but sometimes loud group of complainers that bring up concerns. Most of that group do not live or own property in the city.	3/12/2024 9:38 AM
59	Just current updates that are being made in the area from day to day.	3/12/2024 9:33 AM
60	Community workshops, volunteer opportunities, educational programs	3/12/2024 9:18 AM
61	Less information & more action. Just get projects that have been in the pipeline wrapped up and completed. Quit collecting data and just break ground & start making improvements.	3/12/2024 9:18 AM
62	info on everything going on that might affect us.	3/12/2024 9:08 AM
63	Progress on city projects	3/12/2024 8:49 AM
64	Projects, developments, grants, studies, fire and safety	3/12/2024 8:47 AM

Q21 What is your favorite part about living in Stevenson?

Answered: 90 Skipped: 46

#	RESPONSES	DATE
1	The amazing nature and wildlife/birds	4/9/2024 8:26 AM
2	Not populated too much.	4/8/2024 3:08 PM
3	geography	4/8/2024 2:16 PM
4	Beautiful small town with amenities of much large town	4/8/2024 10:14 AM
5	The people are friendly and understand community.	4/8/2024 10:00 AM
6	small town atmosphere, friendliness, managable pace	4/7/2024 9:18 PM
7	Small town	4/6/2024 8:46 AM
8	Friends, ability to get out of town into the outdoors easily. Public access to surrounding areas.	4/5/2024 8:08 AM
9	Small town feel but with great services	4/5/2024 7:47 AM
10	The gorge and some great neighbors.	4/4/2024 6:11 PM
11	quiet, familiar	3/30/2024 3:23 PM
12	The beauty	3/29/2024 4:30 PM
13	The community, the people, the ability to walk your dog	3/28/2024 9:03 PM
14	Small town community	3/28/2024 3:24 PM
15	The natural beauty and views of the gorge	3/28/2024 3:15 PM
16	Beautiful, walkable, friendly	3/27/2024 8:23 PM
17	Rural atmosphere and lack of heavy traffic.	3/27/2024 7:34 PM
18	It's very walkable and has most everything that I need locally. Also, PDX is a convenient drive away if needed.	3/27/2024 10:01 AM
19	The view and beauty, small town , proximity to Vancouver, Hood River, Troutdale & other small towns nearby.	3/27/2024 3:20 AM
20	None at this time	3/26/2024 8:43 PM
21	Serene environment	3/26/2024 8:16 PM
22	the fact that we don't have sidewalks all over the city and retain our rural character! We could do better with Dark Sky lighting, though!	3/26/2024 5:31 PM
23	The river	3/26/2024 12:41 PM
24	The access to the outdoors	3/26/2024 12:28 PM
25	I work in Stevenson but live in Carson. I love the natural beauty & the camaraderie of the people	3/26/2024 12:25 PM
26	Small town, walkability, local restaurants, vendors people	3/26/2024 12:05 PM
27	Friendliest	3/26/2024 12:02 PM
28	The people who live here -- the community.	3/26/2024 11:54 AM
29	It is walkable	3/26/2024 11:44 AM
30	The natural beauty of the gorge	3/21/2024 2:09 PM

2024 Community Feedback Survey

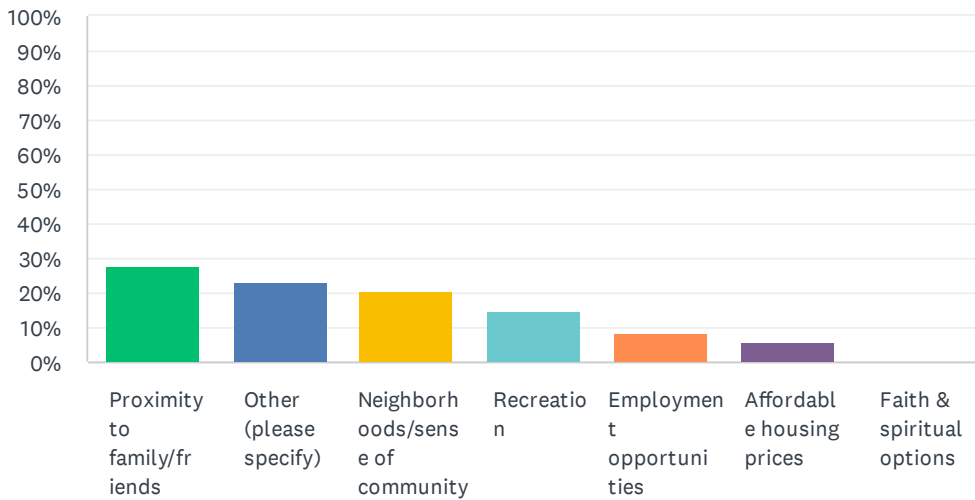
31	Columbia River views and access to regional recreation (paddling, skiing, hiking, mountain biking...).	3/21/2024 10:22 AM
32	I don't live in Stevenson proper, but Stevenson is an integral part of the overall Skamania County activity. What goes on in Stevenson affects everyone that lives here. I like the area, I like the relatively small town atmosphere of the area, but I hate having to experience the small town politics and how negatively it affects people who want to move here.	3/20/2024 9:24 PM
33	Accessibility of staff, low pretension	3/20/2024 5:07 PM
34	Beautiful, raising my children in a small town environment	3/20/2024 4:58 PM
35	Small town community that does not reflect Portland ideals (as an example).	3/20/2024 4:33 PM
36	I enjoy the community and the scenery.	3/20/2024 4:05 PM
37	It is my home town and has been the home town of my parents and grandparents. I love the land and my family is here.	3/20/2024 2:57 PM
38	Walkability.	3/20/2024 12:59 PM
39	I love the setting, small town, close enough to the big cities, but far enough away, and small town without all time small town mentality.	3/20/2024 10:20 AM
40	The natural beauty...small town atmosphere.	3/19/2024 6:01 PM
41	Small town	3/19/2024 4:44 PM
42	Convenience to services, river view and great live-ability.	3/17/2024 8:17 PM
43	the location and beauty	3/14/2024 6:35 PM
44	The surrounding areas, the beauty around us.	3/14/2024 6:29 PM
45	Nature.	3/14/2024 7:42 AM
46	Small town atmosphere, access to recreational opportunities, quality of life	3/13/2024 9:02 PM
47	Proximity to school	3/13/2024 8:45 PM
48	I don't live in city limits, our family has been in Stevenson since the 40's	3/13/2024 8:24 PM
49	I love the small town, beautiful views, access to the mountains. Great dining and a grocery store that has everything.	3/13/2024 6:53 PM
50	I love our community! It's not too bad to look at either!	3/13/2024 6:03 PM
51	Small town life of knowing my neighbors and community members.	3/13/2024 5:42 PM
52	Environment.	3/13/2024 1:30 PM
53	The ecosystem holds our town in a kind of land-locked section of the river and the forest, and the sense of the natural world is very strong. The small town feels protected.	3/13/2024 12:46 PM
54	Small town with all services. No traffic. No lines. Great views. Good food.	3/13/2024 12:11 PM
55	It was a lower cost of living....	3/13/2024 11:32 AM
56	People	3/13/2024 10:35 AM
57	It's clean	3/13/2024 10:22 AM
58	beautiful area	3/13/2024 10:21 AM
59	Nothing anymore.	3/13/2024 10:18 AM
60	Helpful public officials and local business community provides many opportunities for recreational events.	3/13/2024 8:23 AM
61	The area is beautiful and is well maintained by the city. The people here are very kind.	3/13/2024 7:00 AM
62	Avoiding City Government interference	3/12/2024 10:26 PM
63	Distance from Portland	3/12/2024 7:47 PM

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64	Being rural and wrapped up in nature.	3/12/2024 7:33 PM
65	The scenery and the sense of community	3/12/2024 7:33 PM
66	The combination of a small town in the middle of the woods with amenities of a town	3/12/2024 7:21 PM
67	Small town feel. Large lots. Not like Portland.	3/12/2024 7:04 PM
68	Beautiful and peaceful	3/12/2024 6:14 PM
69	Family and nature. Walk trails. Watch wildlife out windows. No traffic jams. Lots of summer events and music.	3/12/2024 5:51 PM
70	Nature. Small	3/12/2024 5:47 PM
71	access to outdoors, beauty, services in town, friendly and helpful city hall!	3/12/2024 5:00 PM
72	Beauty, people, walkability, downtown, river	3/12/2024 4:39 PM
73	It's a walkable town full of great people in a beautiful location	3/12/2024 2:41 PM
74	Small community atmosphere	3/12/2024 2:14 PM
75	small business	3/12/2024 1:03 PM
76	Small town, beautiful	3/12/2024 12:26 PM
77	Views	3/12/2024 11:52 AM
78	Beauty of scenery and autonomy of community.	3/12/2024 11:13 AM
79	Living in the gorge	3/12/2024 11:11 AM
80	I dont live here but I work here	3/12/2024 11:06 AM
81	Proximity to nature	3/12/2024 10:38 AM
82	I've lived here my entire life. The area is beautiful and the way of life has kept me here but the toxicity of the last 5 to 8 years has made me consider moving away from the city and State	3/12/2024 9:43 AM
83	The people.	3/12/2024 9:37 AM
84	The people and the beauty of our area.	3/12/2024 9:25 AM
85	The scenery	3/12/2024 9:22 AM
86	Small town but not too small. Gorgeous area. Access to nature.	3/12/2024 9:20 AM
87	The views	3/12/2024 9:09 AM
88	Walkability	3/12/2024 8:51 AM
89	Outdoor spaces, parks, trails, natural beauty coupled with small town charm and friendliness.	3/12/2024 8:49 AM
90	The small town community	3/12/2024 8:44 AM

Q22 Why do you stay in or did you move to the City?

Answered: 108 Skipped: 28



ANSWER CHOICES	RESPONSES
Proximity to family/friends	27.78% 30
Other (please specify)	23.15% 25
Neighborhoods/sense of community	20.37% 22
Recreation	14.81% 16
Employment opportunities	8.33% 9
Affordable housing prices	5.56% 6
Faith & spiritual options	0.00% 0
TOTAL	108

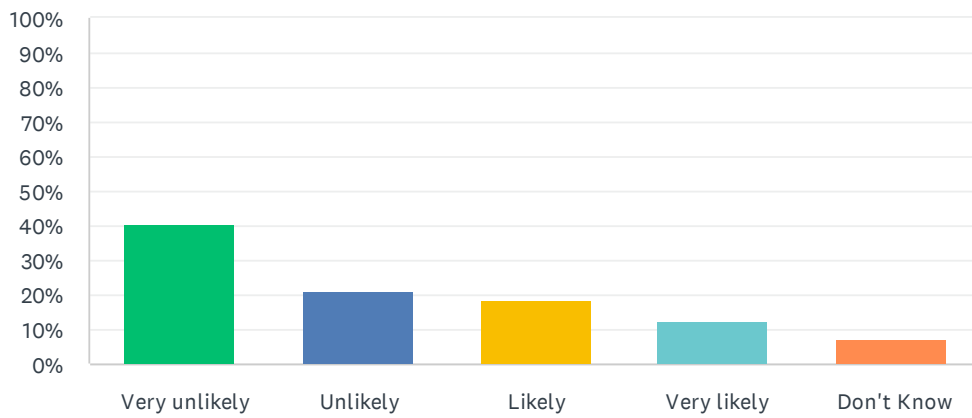
#	OTHER (PLEASE SPECIFY)	DATE
1	Nature and the Gorge	4/9/2024 8:26 AM
2	I moved here to get away from big city. At the time it was quaint and affordable. I stay here because my goal was to retire here and have a home paid off and live comfortably with low property tax and affordable services. Now there is growth that has caused increases in all costs and put strain on city services	4/6/2024 8:46 AM
3	No	3/31/2024 5:46 PM
4	am from here; it's my home, though I've lived other places	3/30/2024 3:23 PM
5	Beautiful place to live	3/27/2024 8:23 PM
6	Small town atmosphere.	3/27/2024 7:34 PM
7	I got married	3/26/2024 8:43 PM
8	I got stuck here when I got the last rental from Bev Stacy! 34 years later, I'm still here.	3/26/2024 5:31 PM
9	Few rentals to choose from. This was what was available.	3/26/2024 12:44 PM

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10	Relocation for a job	3/26/2024 12:41 PM
11	Affordable housing and access to Gorge recreational opportunities	3/21/2024 10:22 AM
12	Affordable housing, except I would not move here now. Can't afford any housing in Stevenson. It is becoming a wealthy community with few places that the average family can afford.	3/20/2024 9:24 PM
13	Ex-husband lives here, co-parenting and raising children here	3/20/2024 4:58 PM
14	space and lack of extensive regulations	3/20/2024 4:33 PM
15	Physical, setting, rivers, lakes forests— yeah, the big city is not too far away.	3/20/2024 10:20 AM
16	We have lived here for over 40 years and feel very close to this community.	3/17/2024 8:17 PM
17	I'm raising my family here and hope they may be able to to keep our roots here but it's not looking good for future generations who have been born and raised here until now.	3/13/2024 5:42 PM
18	quality of life, environment	3/13/2024 1:30 PM
19	My husband's family has been here since 1904. We moved home when we moved here full time in 1995.	3/13/2024 12:46 PM
20	It was the house we could afford	3/13/2024 10:22 AM
21	Peace and quiet	3/12/2024 6:14 PM
22	1 move family. They moved here for nstue n work. Lots of culture for size	3/12/2024 5:51 PM
23	Being able to live in the Gorge	3/12/2024 2:14 PM
24	Work	3/12/2024 11:06 AM
25	friends and close to larger city and supplies	3/12/2024 10:33 AM

Q23 How likely are you to move out of the City in the next 1-3 years?

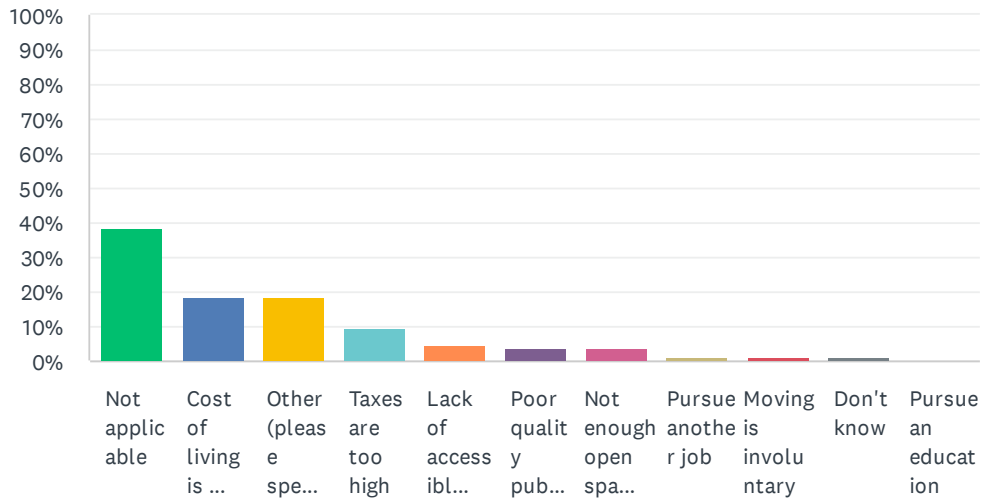
Answered: 109 Skipped: 27



ANSWER CHOICES	RESPONSES	
Very unlikely	40.37%	44
Unlikely	21.10%	23
Likely	18.35%	20
Very likely	12.84%	14
Don't Know	7.34%	8
TOTAL		109

Q24 If you are planning to move out of the City, what is the primary reason?

Answered: 86 Skipped: 50



ANSWER CHOICES	RESPONSES	
Not applicable	38.37%	33
Cost of living is too high	18.60%	16
Other (please specify)	18.60%	16
Taxes are too high	9.30%	8
Lack of accessible housing	4.65%	4
Poor quality public schools	3.49%	3
Not enough open space/desire for a backyard	3.49%	3
Pursue another job	1.16%	1
Moving is involuntary	1.16%	1
Don't know	1.16%	1
Pursue an education	0.00%	0
TOTAL		86

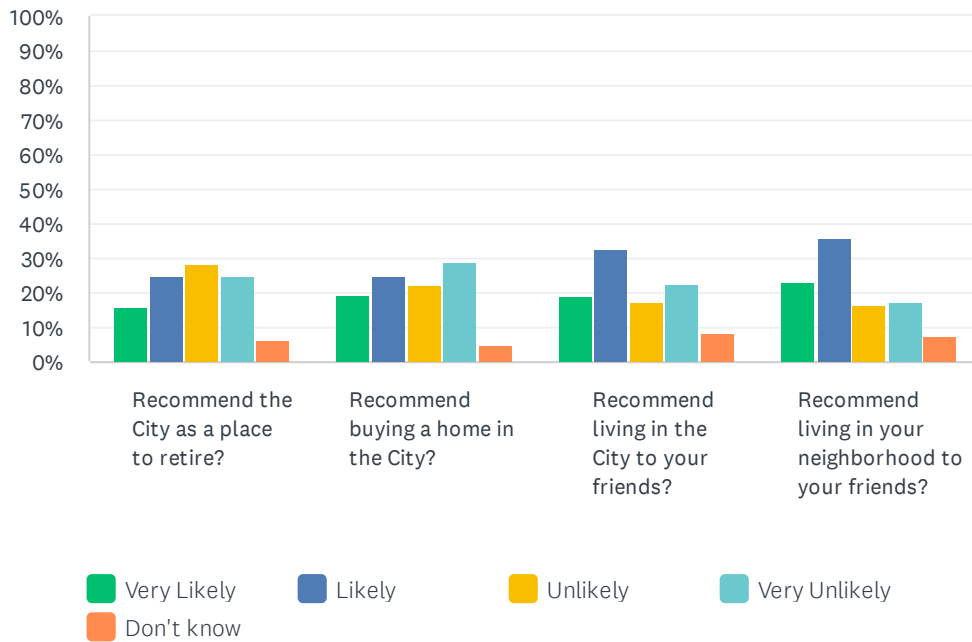
#	OTHER (PLEASE SPECIFY)	DATE
1	Potential increases in cost of living	4/6/2024 8:46 AM
2	Gotta comment on open space. Means different things to different people. Some people think of it as large lots "rural feel". Others, me, think it's areas outside of town, and in town, that anybody can go to. With growth, that means small lots and higher density in town"	4/5/2024 8:08 AM
3	Community is all friends and family. Transplants are not welcome at all. This far overshadows the rising costs a d waste of money and schools.	3/27/2024 5:46 AM

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4	Rising water and property taxes	3/27/2024 3:20 AM
5	All of the above	3/26/2024 12:41 PM
6	If we moved, it would be to retire elsewhere.	3/26/2024 11:54 AM
7	Entering retirement and can live elsewhere in the Gorge with lower monthly expenses (commuting distance won't be an issue in retirement - smiles!)	3/21/2024 10:22 AM
8	Moving to be near my family, children will graduate in 3 years	3/20/2024 4:58 PM
9	disagreement with the perceived agenda of the city.	3/20/2024 4:33 PM
10	Too noisy: highway vehicles (motorcycles, unmuffled cars and trucks), trains	3/13/2024 1:30 PM
11	Cost of water/sewer and poor leadership	3/13/2024 10:26 AM
12	Neighbor is the spawn of satan and makes living here a nightmare	3/13/2024 10:22 AM
13	If move will be for family job. Cost of housing. They have issues w schools but w levy number is lower than other states. But the safety and ratio sre important.	3/12/2024 5:51 PM
14	high taxes, poor quality schools, lack of city officials to listen and help	3/12/2024 10:33 AM
15	Cost of living (water/sewer rates) and the lack of available property (desire to have a yard)	3/12/2024 9:37 AM
16	warmer climates	3/12/2024 9:09 AM

Q25 How likely are you to do the following?

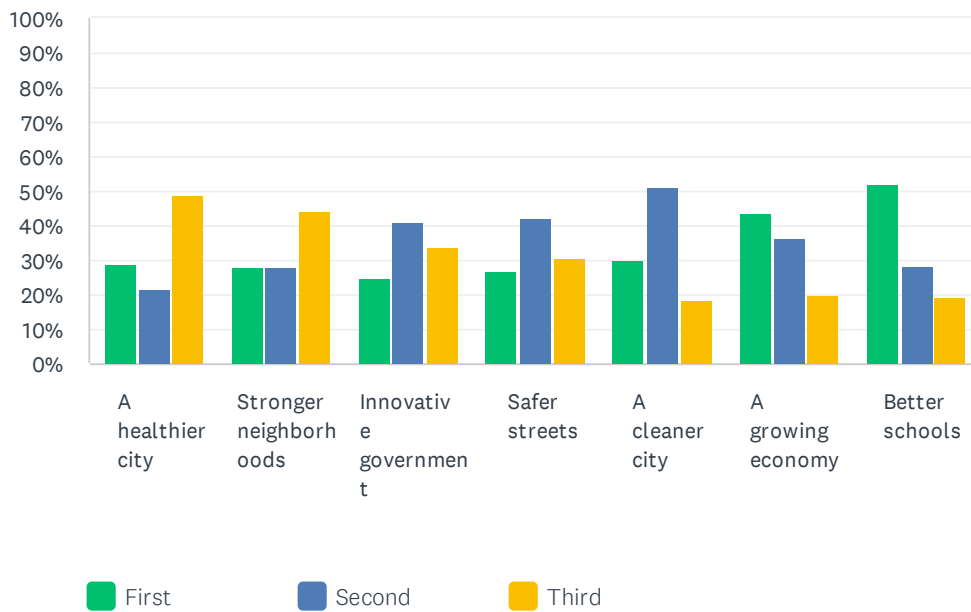
Answered: 110 Skipped: 26



	VERY LIKELY	LIKELY	UNLIKELY	VERY UNLIKELY	DON'T KNOW	TOTAL	WEIGHTED AVERAGE
Recommend the City as a place to retire?	15.60% 17	24.77% 27	28.44% 31	24.77% 27	6.42% 7	109	2.82
Recommend buying a home in the City?	19.44% 21	25.00% 27	22.22% 24	28.70% 31	4.63% 5	108	2.74
Recommend living in the City to your friends?	19.09% 21	32.73% 36	17.27% 19	22.73% 25	8.18% 9	110	2.68
Recommend living in your neighborhood to your friends?	22.94% 25	35.78% 39	16.51% 18	17.43% 19	7.34% 8	109	2.50

Q26 Out of the priority outcomes below, what are your top 3 priorities?

Answered: 107 Skipped: 29



	FIRST	SECOND	THIRD	TOTAL	WEIGHTED AVERAGE
A healthier city	29.09% 16	21.82% 12	49.09% 27	55	2.20
Stronger neighborhoods	27.78% 15	27.78% 15	44.44% 24	54	2.17
Innovative government	25.00% 14	41.07% 23	33.93% 19	56	2.09
Safer streets	26.92% 14	42.31% 22	30.77% 16	52	2.04
A cleaner city	30.23% 13	51.16% 22	18.60% 8	43	1.88
A growing economy	43.75% 35	36.25% 29	20.00% 16	80	1.76
Better schools	51.95% 40	28.57% 22	19.48% 15	77	1.68

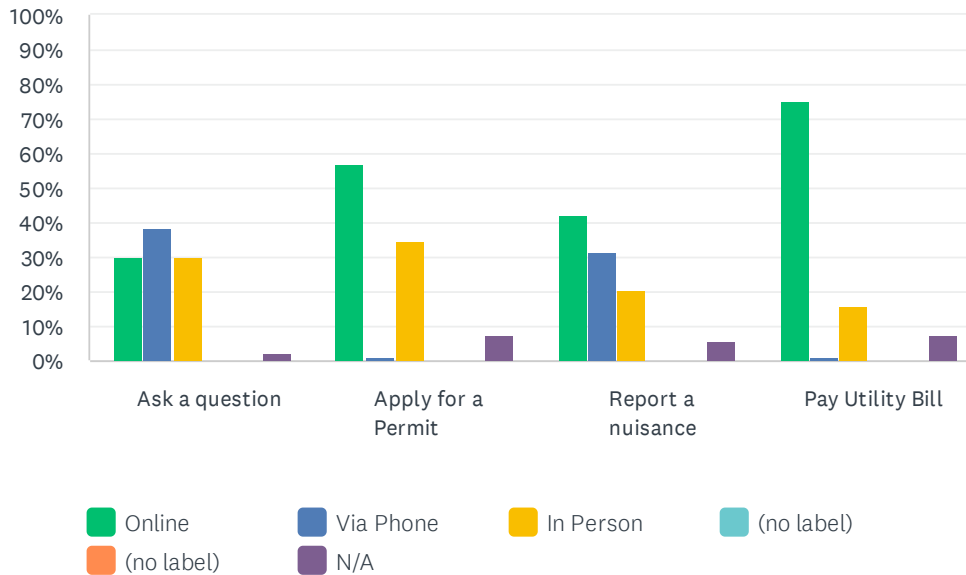
#	OTHER (PLEASE SPECIFY)	DATE
1	less regulation	4/7/2024 9:18 PM
2	Easy access to outdoors is a plus of living here - access to non-touristy areas such as logging roads and rock creek. Keeping the city footprint small and dense while working with the county to restrict development there would be great.	4/5/2024 8:08 AM
3	Far less expense to be a homeowner	3/31/2024 5:46 PM
4	The maintenance that I see here in Stevenson is the lack of affordable housing.	3/27/2024 10:01 AM
5	Too bad you discourage transparent families from participating. So many retirees and new families have much to offer, but you don't want to be inclusive.	3/27/2024 5:46 AM
6	That we take care of the infrastructure that we already have and stop trying to satisfy every	3/26/2024 5:31 PM

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	developer that comes into the City by giving away our livability and public access easements!	
7	I don't see schools as a city concern -- it is county wide and the city doesn't have much influence.	3/26/2024 11:54 AM
8	Affordable living	3/20/2024 4:05 PM
9	Affordable housing; management of rising property values; cost of living	3/13/2024 12:46 PM
10	keep the City government from interfering with the happiness of its residents with non-stop proposals that impact their property rights, taxes, utility rates, and cost of living. We don't need innovative government, leave well enough alone.	3/12/2024 10:26 PM
11	If we stay my family has to be happy y schools, stay employedand keep portland issues of drugs theft homeless away. Keep prices possible tobuy home food. Keep parks and activities so want to be here.	3/12/2024 5:51 PM
12	More opportunities for people to walk around (paths, plaza, trails, etc)	3/12/2024 2:41 PM

Q27 Which is the best way for you to get your business completed with the City?

Answered: 109 Skipped: 27

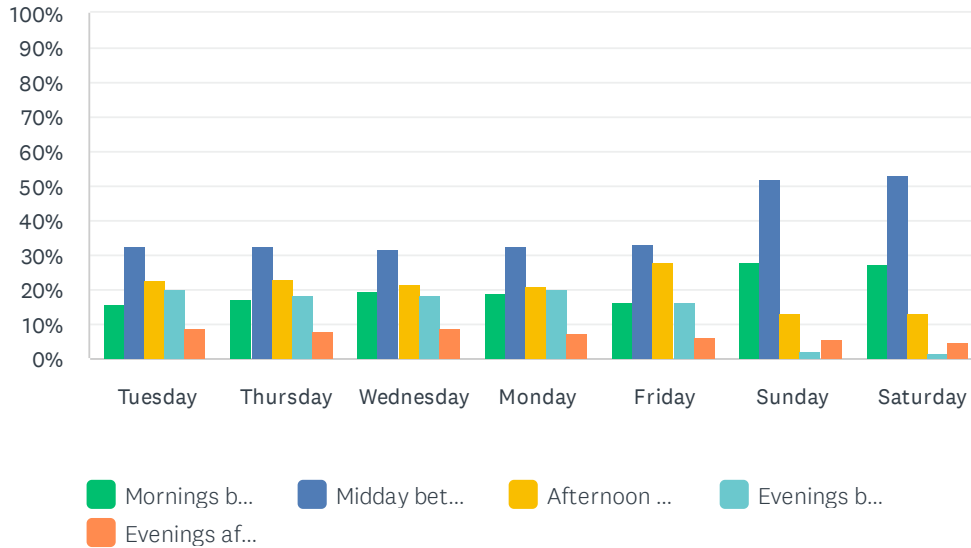


	ONLINE	VIA PHONE	IN PERSON	(NO LABEL)	(NO LABEL)	N/A	TOTAL	WEIGHTED AVERAGE
Ask a question	29.91% 32	38.32% 41	29.91% 32	0.00% 0	0.00% 0	1.87% 2	107	2.00
Apply for a Permit	56.60% 60	0.94% 1	34.91% 37	0.00% 0	0.00% 0	7.55% 8	106	1.77
Report a nuisance	42.06% 45	31.78% 34	20.56% 22	0.00% 0	0.00% 0	5.61% 6	107	1.77
Pay Utility Bill	75.47% 80	0.94% 1	16.04% 17	0.00% 0	0.00% 0	7.55% 8	106	1.36

#	OTHER (PLEASE SPECIFY)	DATE
1	In person	3/31/2024 5:50 PM
2	I do not need to come into the city on a Friday or any other day unless I absolutely am forced to. I've lived here 10 years and no need...	3/20/2024 5:01 PM
3	Text	3/20/2024 10:28 AM
4	Have staff available Mon- Fri, and walk-in not by appointment.	3/12/2024 10:32 PM

Q28 What days of the week and times of day are best for you to conduct business with the city?

Answered: 100 Skipped: 36



	MORNINGS BETWEEN 7AM - 10AM	MIDDAY BETWEEN 10AM - 2PM	AFTERNOON BETWEEN 2PM - 4PM	EVENINGS BETWEEN 4PM - 6PM	EVENINGS AFTER 6PM	TOTAL	WEIGHTED AVERAGE
Tuesday	15.73% 14	32.58% 29	22.47% 20	20.22% 18	8.99% 8	89	2.74
Thursday	17.44% 15	32.56% 28	23.26% 20	18.60% 16	8.14% 7	86	2.67
Wednesday	19.32% 17	31.82% 28	21.59% 19	18.18% 16	9.09% 8	88	2.66
Monday	18.95% 18	32.63% 31	21.05% 20	20.00% 19	7.37% 7	95	2.64
Friday	16.46% 13	32.91% 26	27.85% 22	16.46% 13	6.33% 5	79	2.63
Sunday	27.78% 15	51.85% 28	12.96% 7	1.85% 1	5.56% 3	54	2.06
Saturday	27.42% 17	53.23% 33	12.90% 8	1.61% 1	4.84% 3	62	2.03

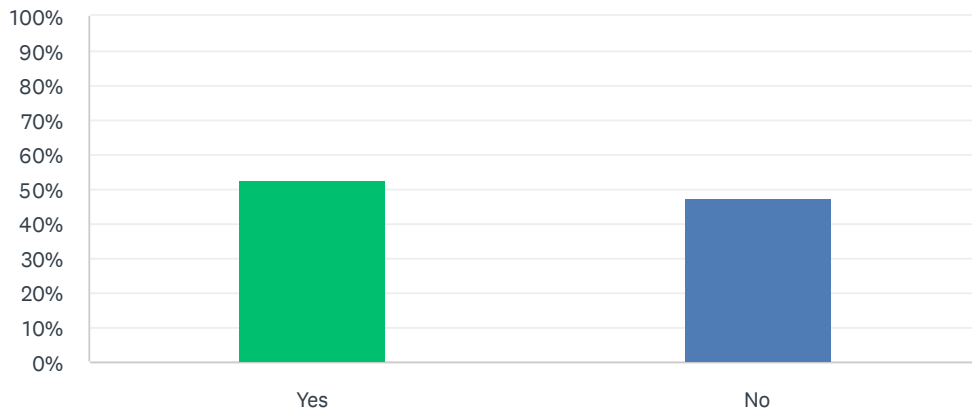
#	OTHER (PLEASE SPECIFY)	DATE
1	4 days a week is plenty, especially if some days start later in the morning and go until 6ish	4/5/2024 8:13 AM
2	Retired and very flexible	3/27/2024 8:26 PM
3	I think ideally the city should be open regular office hours m-f 10-6	3/27/2024 3:31 AM
4	I come in whenever I need to when the door is open	3/26/2024 5:38 PM
5	All week during normal business hours	3/20/2024 10:28 AM
6	I don't have that much business with city. One day a month is plenty.	3/13/2024 7:00 PM
7	Not Sunday	3/12/2024 7:35 PM

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8	I can do most time but prefer week day morning. Family needs a some Fridays or Monday or offer 5 or if could be done online or weekend	3/12/2024 6:00 PM
9	M-Th is suitable	3/12/2024 4:48 PM
10	Anytime, really. Just depends on schedule and weather. I go to the Post Office of A&J at all times.	3/12/2024 2:50 PM

Q29 Is the city moving in the right direction?

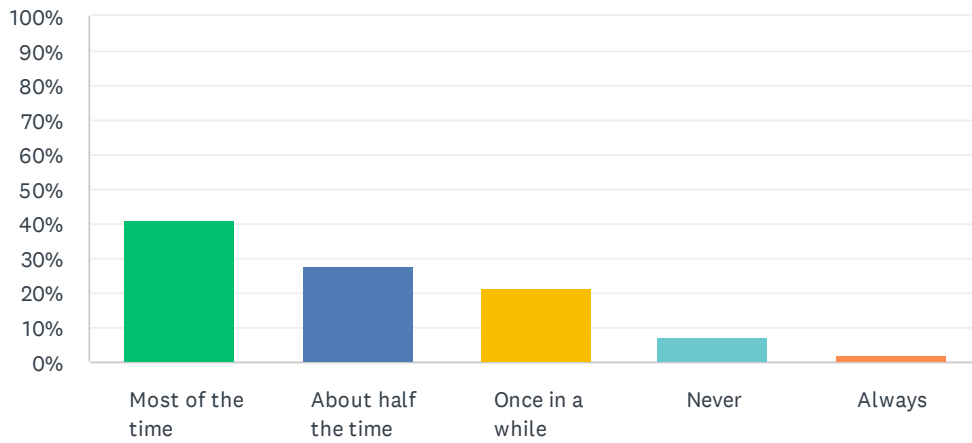
Answered: 104 Skipped: 32



ANSWER CHOICES	RESPONSES	
Yes	52.88%	55
No	47.12%	49
TOTAL		104

Q30 How often does the City do what you want it to do?

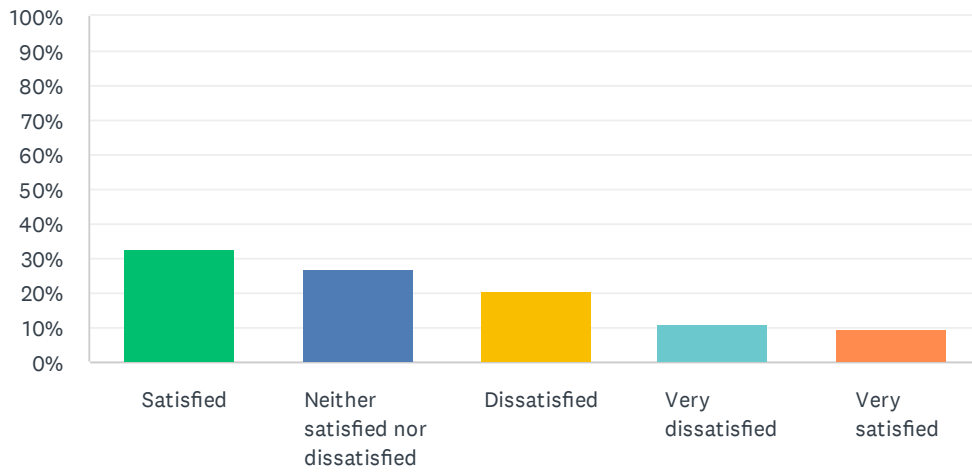
Answered: 107 Skipped: 29



ANSWER CHOICES	RESPONSES	
Most of the time	41.12%	44
About half the time	28.04%	30
Once in a while	21.50%	23
Never	7.48%	8
Always	1.87%	2
TOTAL		107

Q31 How satisfied are you with the city's government?

Answered: 108 Skipped: 28



ANSWER CHOICES	RESPONSES	
Satisfied	32.41%	35
Neither satisfied nor dissatisfied	26.85%	29
Dissatisfied	20.37%	22
Very dissatisfied	11.11%	12
Very satisfied	9.26%	10
TOTAL		108

Q32 What changes would City of Stevenson have to make for you to give it a higher rating?

Answered: 80 Skipped: 56

#	RESPONSES	DATE
1	Focus spending on things to help locals-education, more AA meetings, pool, housing, public restrooms.	4/11/2024 8:10 AM
2	Leave the courthouse lawn alone	4/11/2024 8:07 AM
3	Just work for council and staff and committees to be as responsive as possible	4/9/2024 8:31 AM
4	Stop raising the water/sewer rates.	4/8/2024 3:10 PM
5	I have been sad to see some good people be driven away from city council allowing a critical minority to step in to push their own agenda.	4/8/2024 10:30 AM
6	Create more opportunities find consensus when developing projects. Currently it seems like a small group of vocal people distract and take up resources. They also encourage and cheer on inappropriate community behavior - trucks with billboards, aggressive opinion pieces in the paper, and disruptions at meetings. Let's find a way to cooperate and work toward a common goal.	4/8/2024 10:07 AM
7	making public input more important	4/7/2024 9:26 PM
8	Continue to pursue grant money to improve small town america	4/6/2024 8:50 AM
9	Better communication	4/5/2024 8:13 AM
10	More defined jobs, positions and processes. And then communicate those to the community. I feel that the staff is trying to be all things to all people and that's impossible.	4/5/2024 7:53 AM
11	Switch things up and get a friendly and competent staff who try to do good instead of put a lot of expensive road blocks in their way.. move away from endless policies and regulations and focus on more services that benefit people.	4/4/2024 6:20 PM
12	Lower the high cost. Stop the underhandedness	3/31/2024 5:50 PM
13	Easier to understand the decision making process and decisions made	3/29/2024 4:32 PM
14	I think that the onus is on me if I want to complain I need to get involved and find out more about what is happening at city hall.	3/28/2024 9:07 PM
15	Not sure currently	3/28/2024 3:29 PM
16	More connected walking paths	3/28/2024 3:20 PM
17	Ensure the downtown corridor is vibrant and inviting through revitalization and standards for owners to develop vacant properties.	3/27/2024 7:44 PM
18	Work together, don't make it personal, lose gracefully, win gracefully. Present a unified face as often as possible.	3/27/2024 10:04 AM
19	Force local business to better control their prices. This includethe PUD.	3/27/2024 7:28 AM
20	Learn to be open-minded and learn from other small towns that are successful	3/27/2024 5:49 AM
21	Elect officials who are budget conscience.	3/27/2024 3:31 AM
22	At the city quits, trying to be a big government and allow the people to have a choice. And that means all of the people not just the ones you like or represent your scent of rightness	3/26/2024 8:47 PM
23	Identify and encourage industrial economic development.	3/26/2024 8:20 PM
24	The City's government is doing well at being transparent in public meetings and hearings.	3/26/2024 5:38 PM

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25	Better parking	3/26/2024 1:38 PM
26	Seeing actual results.	3/26/2024 12:45 PM
27	Focus on development that includes space for tourism & locals. More commerce, more walkability, affordable housing	3/26/2024 12:28 PM
28	Full transparency and increased citizen participation, removal of career complainers and get more forward thinking involved	3/26/2024 12:13 PM
29	Lower Taxes	3/26/2024 12:04 PM
30	Change an individual on the council -- the council should be ethical with a desire to be solutions finders not problem creators.	3/26/2024 11:57 AM
31	Nepotism and the "good ol' boy" network is STRONG in this town.	3/26/2024 11:47 AM
32	Start working for the citizens not against them	3/21/2024 2:13 PM
33	Better management and more focused on essential services.	3/21/2024 1:00 PM
34	A city council and administration that puts their own personal viewpoints aside, listens to all the council members, works together and doesn't prey on one or two members just because they don't like them or their viewpoint.	3/20/2024 9:31 PM
35	Medium-low population growth	3/20/2024 5:10 PM
36	City Council needs to be a united front, while I understand they do need to have differences of opinions, what is currently happening is complete lack of team work/unprofessionalism by one member. The mailings that I have been receiving from this one council member have been confusing (at first) as I thought it was from the city. It seems like a betrayal and makes me feel extremely unsettled. I can't complain too much, as I have not written letters of support for anyone or attended meetings.	3/20/2024 5:01 PM
37	Accountability of all people and stop burying initiatives in 500+ pages of city meetings	3/20/2024 4:36 PM
38	I think that the city is over taxing the business in town. I know that there would be more people and companies that would want to have a location in town but the taxes and the bills they have to pay for water and sewer are outrageous.	3/20/2024 4:15 PM
39	City Council needs to be more open and transparent about what they are doing and not appear to make change without seriously consulting with the public preferably by mail since many people do not have computers.	3/20/2024 3:30 PM
40	Always consider environmental impact when making infrastructure decisions, such as new systems for dealing with sewer—potentially making households able to manage their own sewer, even more effectively than common septic systems— looking at regulations to allow more innovation like composting toilets, etc., and instead of just paving spaces, consider pervious paving or many other alternatives, such as grass pavers, etc. in general, anything to be innovative about making households more independent instead of main distribution systems, like huge sewer plants, and water systems— instead of centralizing infrastructure in as much as possible, decentralizing it for diversity and back up.	3/20/2024 10:28 AM
41	City Council needs to provide information gathering opportunities to council members outside of public meeting times and needs to provide opportunities for public input during public meetings and not just at the beginning of meeting sessions. City itself...clean up public areas and properly use existing city code provisions to compel private entities and businesses to do their share in making all areas of our city presentable.	3/19/2024 6:13 PM
42	New mayor	3/19/2024 4:48 PM
43	Planning Dept makes processes harder than they need to be.	3/17/2024 8:25 PM
44	Better food and dinning options, if i see another blue cheese burger (so help me), or salmon meal. \$14 and \$15 burgers are simply ridiculous	3/14/2024 6:33 PM
45	Develop more recreational sites	3/13/2024 9:06 PM
46	Work more efficiently permitting is terrible	3/13/2024 8:27 PM
47	Elimination of divisive, petty and narcissistic council members with obvious personal agendas.	3/13/2024 5:45 PM

2024 Community Feedback Survey

48	Change structure and behavior of city government to be more directly responsible to its constituents. Strengthen leadership ability (esp. human interactive skills) of staff and mayor. Top staff are very difficult to deal with: want to argue about everything, hide behind protocols, not forthcoming (sometimes not even truthful), not service oriented, not cooperative, way too beholden to business interests while neglecting rest of the citizens	3/13/2024 1:51 PM
49	We need more sensible and affordable housing. We are transitioning to a tourism economy, and we need workers for that -- and the workers need to be able to afford to live here.	3/13/2024 12:51 PM
50	Stop your in-fighting or at least stop involving me in your in-fighting.	3/13/2024 12:16 PM
51	Lower taxes and manage budget	3/13/2024 11:36 AM
52	Lower utility costs. Our water bills have tripled since we moved here.	3/13/2024 10:27 AM
53	better money management skills	3/13/2024 10:23 AM
54	N/A	3/13/2024 8:30 AM
55	Give us a fair pricing for utilities to make it more affordable to live here and spend our money on other activities within the city, such as growing the economy and creating more businesses for you.	3/13/2024 7:04 AM
56	Replace Mayor, City Administrator, and Planning/Community Development Director. Public Works Director also appears to be asleep at the wheel, especially when attending public meetings.	3/12/2024 10:32 PM
57	Cut office expenses	3/12/2024 7:48 PM
58	More transparency, not trying to incorporate parts of Stevenson that don't want to be incorporated, better sidewalks, improve the look of downtown Stevenson, a few more businesses	3/12/2024 7:38 PM
59	Better communication on projects	3/12/2024 7:24 PM
60	Treat us better when we apply for a permit. Treat us as if you work for us, not that we work for you.	3/12/2024 7:10 PM
61	I'd like everything to be run more professionally	3/12/2024 6:16 PM
62	Not sure every individual I interact with is nice but sometimes paperwork is frustrating	3/12/2024 6:00 PM
63	Address parking. And not force multi family homes	3/12/2024 5:49 PM
64	get rid of pat rice	3/12/2024 5:05 PM
65	More business friendly and small development friendly.	3/12/2024 4:48 PM
66	Less bureaucracy and red tape More and better communication	3/12/2024 2:50 PM
67	Make decisions for the entire community and not just a selected few	3/12/2024 2:19 PM
68	More funding available to city projects.	3/12/2024 12:29 PM
69	Enhance public safety	3/12/2024 11:55 AM
70	Resolve zoning and permit issues with existing land owners so we aren't surrounded by angry neighbors who can't do what they want to build the single family homes they had planned. It seems like the city has made predetermined and unvetted decisions about where future apartments should be located without respecting the investments and plans private landowners have for their properties. Apartment construction can be incentivized instead of inflicted. This is the only issue that has discouraged me in our community.	3/12/2024 11:25 AM
71	Developing the water front for residents and visitors	3/12/2024 11:14 AM
72	More parking. Open fridays.	3/12/2024 11:08 AM
73	Lower sewer rates	3/12/2024 10:40 AM
74	all of the above.....caring, listening, helping, providing the services our taxes pay for without pushback from the city employees	3/12/2024 10:36 AM
75	Stop wasting money on projects tgat have little to no impact on city tax payers or business	3/12/2024 9:56 AM

2024 Community Feedback Survey

	such as the Columbia realignment and first street overlook project	
76	Less regulations (for connections to water/sewer) and lower rates.	3/12/2024 9:40 AM
77	More business growth and local jobs.	3/12/2024 9:25 AM
78	I need more time to assess my feelings on this matter	3/12/2024 9:22 AM
79	Mail delivery in town. More rural streets snow plowed. More trees/flowers general clean up and beautification of streets	3/12/2024 8:55 AM
80	I think the city is doing great. Excited for the park plaza!	3/12/2024 8:54 AM

Q33 In your opinion, what is the single most important thing the City government can do to improve life in the City?

Answered: 81 Skipped: 55

#	RESPONSES	DATE
1	Stop trying to make it "pretty" and stop developing near forests etc.	4/11/2024 8:10 AM
2	More affordable housing	4/11/2024 8:07 AM
3	improve council and staff relationships	4/9/2024 8:31 AM
4	Cut back on programs that cost us money.	4/8/2024 3:10 PM
5	Ensure that city functions for the benefit of the whole, rather than just a few.	4/8/2024 10:30 AM
6	Continue to listen and develop plans that work for everyone.	4/8/2024 10:07 AM
7	promote innovative home construction techniques	4/7/2024 9:26 PM
8	Keep necessary services affordable.	4/6/2024 8:50 AM
9	Purchase a sidewalk sweeper.	4/5/2024 7:53 AM
10	Create a sense of community spirit.	4/4/2024 6:20 PM
11	Lower cost	3/31/2024 5:50 PM
12	Better public park infrastructure for multi-use	3/29/2024 4:32 PM
13	Keep trying to do the best you can for the most people.	3/28/2024 9:07 PM
14	More connected walking paths from around the city to the waterfront.	3/28/2024 3:29 PM
15	More designated trails and walking paths that connect for miles	3/28/2024 3:20 PM
16	Affordable housing	3/27/2024 8:26 PM
17	Traffic speed through downtown and east of the city.	3/27/2024 7:44 PM
18	Be steady and transparent.	3/27/2024 10:04 AM
19	Listen and act on WHAT the community wants, nit what you want. You serve the community.	3/27/2024 5:49 AM
20	We need more choices downtown. Attract or allow more small businesses. Get rid of AJ's that dang place is too expensive.	3/27/2024 3:31 AM
21	Lower the taxes and lower the cost-of-living in order for people to be able to stay in the community and be productive and get back to the community right now the cost of living is so great that there is no room to give to the community unless you are rich.	3/26/2024 8:47 PM
22	Proper planning	3/26/2024 8:20 PM
23	Stop giving developers the green light to change the rural character of our community and make us more like the big cities! If we wanted to live in big cities, we'd move there!	3/26/2024 5:38 PM
24	Better parking	3/26/2024 1:38 PM
25	Put the taxes collected to good use.	3/26/2024 12:45 PM
26	Affordable housing	3/26/2024 12:28 PM
27	Safety and security of all citizens	3/26/2024 12:13 PM
28	same	3/26/2024 12:04 PM
29	Support the plaza on the courthouse lawn.	3/26/2024 11:57 AM

2024 Community Feedback Survey

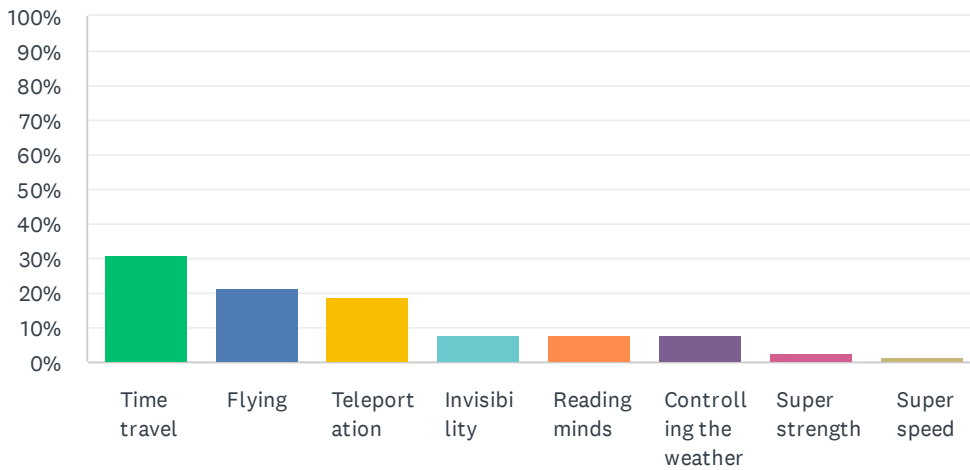
30	Listen to citizens and plan for the future	3/26/2024 11:47 AM
31	Help lower costs with sewer and water rates	3/21/2024 2:13 PM
32	Reduce costs	3/21/2024 1:00 PM
33	Stop playing politics and make decisions that help citizens and promote growth.	3/20/2024 9:31 PM
34	Practical long term planning	3/20/2024 5:10 PM
35	Please improve my life and bury all electrical lines so my street looks pretty. lol...I have no idea all of the far reaching things the COS does, so this is not so easy to answer.	3/20/2024 5:01 PM
36	Start actually listening to the rest of the population here and not just the select view that agrees with you.	3/20/2024 4:36 PM
37	Setup a budget for itself and not go after the people or the businesses for past mistakes.	3/20/2024 4:15 PM
38	Listen	3/20/2024 3:30 PM
39	A more user-friendly attitude from staff.	3/20/2024 10:28 AM
40	Listen to citizens (not just lip service). Communicate (like this survey). Continue to support the services listed at the beginning of your survey.	3/19/2024 6:13 PM
41	Work WITH residents.	3/19/2024 4:48 PM
42	Reasonable development so the City can grow at a steady rate.	3/17/2024 8:25 PM
43	remain fiscally responsible, don't allow it to be overrun with vacation rentals, make it a city that families want to buy homes and raise their children	3/14/2024 6:38 PM
44	Lower prices for shopping, lower fuel prices	3/14/2024 6:33 PM
45	Keep welcoming tourism	3/13/2024 9:06 PM
46	Provide clean and safe drinking water to the community. Without it nothing else matters.	3/13/2024 7:00 PM
47	Elimination of divisive, petty and narcissistic council members with obvious personal agendas.	3/13/2024 5:45 PM
48	Not already mentioned elsewhere: make city more walkable by not piling snow on sidewalks, cleaning sidewalks, extending sidewalks. Establish tree and vegetation ordinance to protect environmental quality, improve cooling (shade), preserve existing, valuable trees. Create and implement catastrophic wildfire fire plan, including vegetation management	3/13/2024 1:51 PM
49	People would hate this, but I think we're just about ready for a flashing red light and four-way stop at the intersection of Russell and Hwy 14. But before that, pleeeeeeease paint arrows in Russell Ave that show that it's a one-way street where it's a one-way street.	3/13/2024 12:51 PM
50	Add more homes and people to reduce my cost of living.	3/13/2024 12:16 PM
51	Help maintain a lower cost of living.	3/13/2024 11:36 AM
52	Focus on sustainability for our current population and less on growth. Living here is unaffordable now.	3/13/2024 10:27 AM
53	get people to clean up their sidewalks	3/13/2024 10:23 AM
54	Create spaces for community engagement and opportunities for community recreation.	3/13/2024 8:30 AM
55	Give the community a fair and livable city, providing fair cost for services and cost of living.	3/13/2024 7:04 AM
56	Resign.	3/12/2024 10:32 PM
57	Attract more economic growth	3/12/2024 7:48 PM
58	Support affordable housing projects.	3/12/2024 7:24 PM
59	Quick trying to be so bureaucratic.	3/12/2024 7:10 PM
60	Affordable housing	3/12/2024 6:16 PM
61	Create opportunities for community	3/12/2024 5:49 PM

2024 Community Feedback Survey

62	help the community define and determine how we can best support healthy and environmentally responsible growth so that the City can establish the mechanisms to enable that vision.	3/12/2024 5:05 PM
63	Invest in more staffing for beautification, landscaping, general improvements	3/12/2024 4:48 PM
64	We literally need water to live (and the city provides it), so it's hard to say anything other than "making sure we have affordable, clean drinking water". Do we test for PFAS, by the way?	3/12/2024 2:50 PM
65	Remember that there is a limited number of people who have the ability to fund city projects. They cannot shoulder the expense for everyone	3/12/2024 2:19 PM
66	be responsible to the job of running a city, not to protecting their position of employment	3/12/2024 1:12 PM
67	Build infrastructure	3/12/2024 12:29 PM
68	Enhance public safety	3/12/2024 11:55 AM
69	Continue resolving sewer upgrades.	3/12/2024 11:25 AM
70	Maintain a healthy downtown	3/12/2024 11:14 AM
71	Parking and traffic issues	3/12/2024 11:08 AM
72	More affordable housing options	3/12/2024 10:40 AM
73	same as above	3/12/2024 10:36 AM
74	Stop kicking known issues down the road until they develop into huge rate and fee increases to keep up with infrastructure needs.	3/12/2024 9:56 AM
75	Lower rates.	3/12/2024 9:40 AM
76	Be more flexible with growth and new ideas	3/12/2024 9:27 AM
77	Affordable and properly maintained utilities.	3/12/2024 9:25 AM
78	Continue to reinvest in the community and local businesses	3/12/2024 9:22 AM
79	reduce light pollution at night	3/12/2024 9:11 AM
80	Wisely manage growth and development to maintain small town charm. Development should benefit our community.	3/12/2024 8:55 AM
81	More places for people to gather in town.	3/12/2024 8:54 AM

Q34 If you could have any superpower, which would it be?

Answered: 74 Skipped: 62



ANSWER CHOICES	RESPONSES
Time travel	31.08% 23
Flying	21.62% 16
Teleportation	18.92% 14
Invisibility	8.11% 6
Reading minds	8.11% 6
Controlling the weather	8.11% 6
Super strength	2.70% 2
Super speed	1.35% 1
TOTAL	74

#	OTHER	DATE
1	Buy Rock Creek and Iman Loop etc. to keep it for future kids to enjoy. Obtain the beauty of my home.	4/11/2024 8:10 AM
2	n/a	4/7/2024 9:26 PM
3	Effective communication	4/5/2024 8:13 AM
4	Don't need a super power to tell you all that you're greedy	3/31/2024 5:50 PM
5	What the heck? lol	3/27/2024 3:31 AM
6	None	3/26/2024 8:47 PM
7	with a flick of the hand make people more empathetic, sympathetic, and compassionate. And give Carolyn a lot of money to plant trees everywhere in the City and keep our open spaces!	3/26/2024 5:38 PM
8	That's a silly question	3/26/2024 1:38 PM
9	Being able to make others tell thr truth	3/26/2024 12:45 PM

2024 Community Feedback Survey

10	What kind of survey question is this????	3/20/2024 9:31 PM
11	To heal people.	3/20/2024 4:15 PM
12	I wouldn't know what to do with a super power.	3/17/2024 8:25 PM
13	Be able to understand why this question is included here	3/13/2024 1:51 PM
14	Super healing/health like wolverine from X men.	3/13/2024 8:30 AM
15	What a dumb ass question. Who did the City pay to come up with this question/survey? You have lost all credibility with this question. Glad you saved it for last or most would not bother to complete the survey. Repeat - get rid of City leadership in order to save this sinking ship.	3/12/2024 10:32 PM
16	This is not professional. You are treating us like we are children.	3/12/2024 7:10 PM
17	Flying love view? Weather bit less extreme so doesn't rip off roof or flood or teleport to top of hills to walk down trails. Reading minds might help or be very scary. Lol.	3/12/2024 6:00 PM
18	Speak every language natively and fluently	3/12/2024 2:50 PM
19	What is the purpose of this question ????	3/12/2024 2:19 PM
20	a ridiculous question	3/12/2024 1:12 PM
21	dumb question	3/12/2024 10:36 AM
22	The ability to go back in time and tell city staff not to add silly questions like this to a serious survey.	3/12/2024 9:56 AM
23	Shapeshifter :)	3/12/2024 9:22 AM
24	breather under water	3/12/2024 9:11 AM

Q35 What did we miss?

Answered: 40 Skipped: 96

#	RESPONSES	DATE
1	The courthouse lawn issue. People should have been informed before and been able to give input. These bars aren't helping out community and you're killing our home. Please consider saving teh lawn. Kids deserve it:(*cries*	4/11/2024 8:10 AM
2	Quit catering to the tourists and remember the life long residents who have always lived here and raised their families here. I love Stevenson and I am being priced out of it.	4/11/2024 8:07 AM
3	Thank you for doing a great job with smiles on your faces. We appreciate you!!!	4/8/2024 10:07 AM
4	how to get more public input	4/7/2024 9:26 PM
5	Nothing	4/6/2024 8:50 AM
6	Probably something...	3/28/2024 3:29 PM
7	Collaboration with the state on the congestion at the 1st, 2nd, Lutheran Church, and Frank Johns intersections. A large roundabout similar to Carson's would alleviate turns and speed.	3/27/2024 7:44 PM
8	Business	3/27/2024 3:31 AM
9	You only represented the city in these questions not the county	3/26/2024 8:47 PM
10	NO on the courthouse plaza project!! I didn't see that on the survey. Enough people have told the City and the County that this project should be done and dusted and the lawn remain a lawn. I can see a few enhancements but I object to the cutting down of the cherry trees, a gift from our sister city in Japan, I believe, and the other trees on the lawn! It should remain a open space and become part of the historical courthouse and the historic stairs!	3/26/2024 5:38 PM
11	Thanks for asking, great first step. John DiPalma 360 986 1903	3/26/2024 12:13 PM
12	Who is the best superhero? Wonder Woman! (Lucy Lauser) :P	3/26/2024 11:47 AM
13	It would be nice to barely know City government exists with confidence in essential services. It's amazing to me how many times the City is brought up in social situations (in a negative way).	3/21/2024 1:00 PM
14	Since I believe Stevenson cannot live in a vacuum in Skamania County, because everyone is connected in a small town area like this is, there should have been a few questions targeting people who live outside of the city	3/20/2024 9:31 PM
15	We should have a dog friendly off leash park.	3/20/2024 4:15 PM
16	Thank you for the survey. Perhaps you might send one in the mail for those folks who don't have computers.	3/20/2024 3:30 PM
17	Thank you	3/19/2024 6:13 PM
18	Don't try to be big fish in a small pond.	3/19/2024 4:48 PM
19	Just be reasonable. Don't follow the very few just because they have loud voices. That included new Council members too.	3/17/2024 8:25 PM
20	I love our city! I worry a lot about vacation rentals and it becoming too touristy. I would love to see more families buy homes here and raise their young children. That builds neighborhoods and community. Improve parks and waterfront	3/14/2024 6:38 PM
21	Don't save the lawn, repurpose it into a useable community asset	3/13/2024 9:06 PM
22	Elimination of divisive, petty and narcissistic council members with obvious personal agendas.	3/13/2024 5:45 PM
23	Reduce reliance on consultants, contracts, and grants by having in-house staff do more of the	3/13/2024 1:51 PM

2024 Community Feedback Survey

work. The way things are going, the mayor and council could just hire one contractor to run the city and get rid of all the staff. Bad idea.

24	So ... did I mention that I'd like to see painted arrows on the section of Russell Ave where it's a one-way street?	3/13/2024 12:51 PM
25	n/a	3/13/2024 10:23 AM
26	Nothing. This seemed very thorough.	3/13/2024 8:30 AM
27	Nothing.	3/13/2024 7:04 AM
28	HaHa. How much will you pay to hire a professional to write your surveys?	3/12/2024 10:32 PM
29	A lot.	3/12/2024 7:10 PM
30	Thanks for asking.	3/12/2024 6:16 PM
31	Interesting survey. I used comments .	3/12/2024 6:00 PM
32	An opportunity to thank you all for the hard work you do... each and every one of you.	3/12/2024 5:05 PM
33	A lot of these are more complicated than simply "yes or no". The plaza is an awesome initiative that hopefully actually happens. And there are many other cool things happening on that front. But also water and sewer prices are going up a LOT. And folks are afraid to get caught planting trees in their yard.	3/12/2024 2:50 PM
34	?	3/12/2024 1:12 PM
35	Nothing	3/12/2024 11:55 AM
36	Implementing the will of the people over the will of the politicians	3/12/2024 10:36 AM
37	Some questions I would have included. How important is it to you as a tax payer to have a look out that has its view of the river blocked by trees but directly open to the railroad and private residents back yards? Would you support the city leasing vacant lots at the east and west of First Steelers to be used as off street parking during peak tourist season? How important is it to replace the aging fire station? Would you rather see the courthouse lawn be dead and brown in the summer or turned into a personal concrete seating area for El Rio?	3/12/2024 9:56 AM
38	Thank you.	3/12/2024 9:40 AM
39	Thank you for reaching out to the community	3/12/2024 9:22 AM
40	Nothing.	3/12/2024 8:54 AM

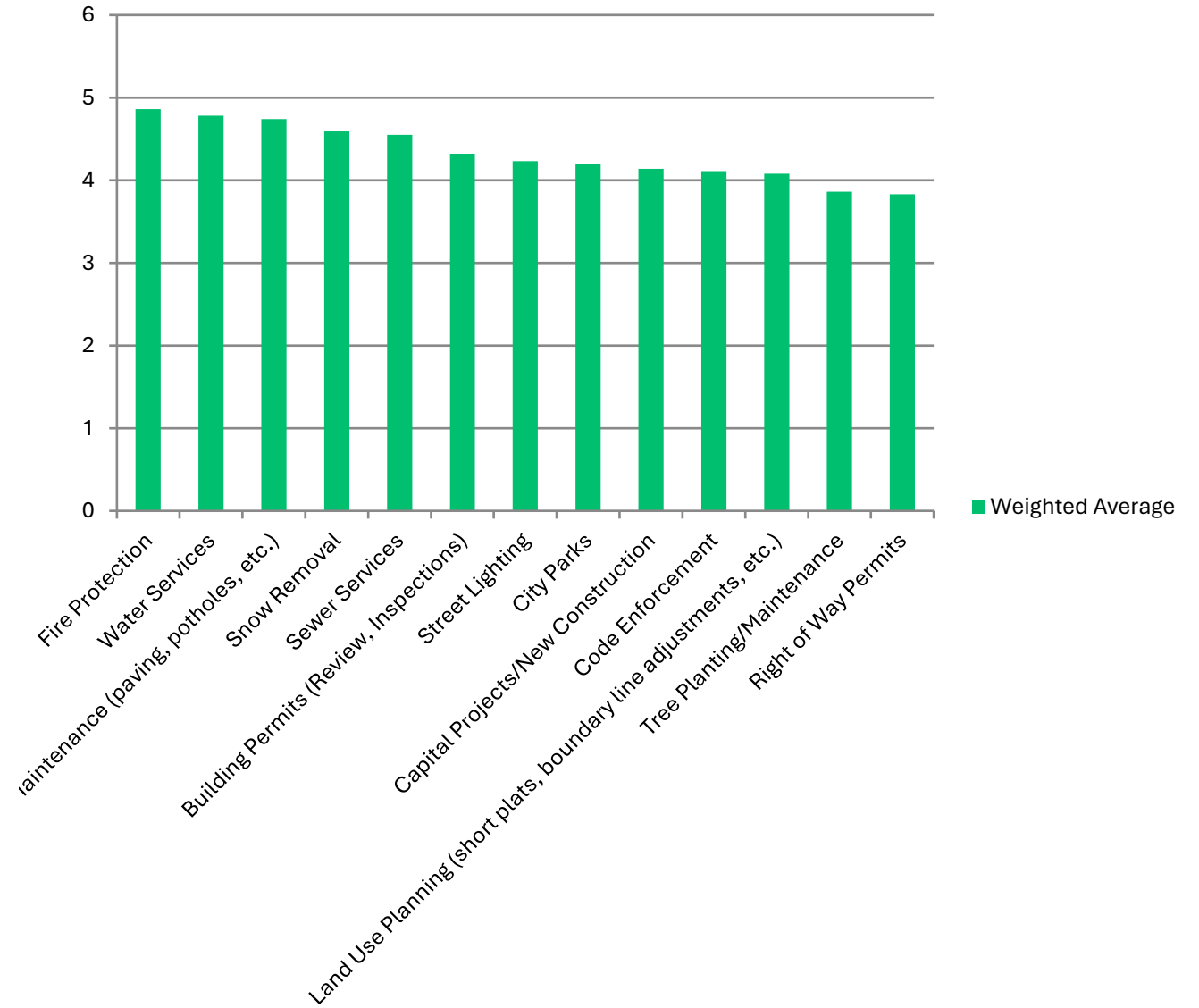


2024
Community
Feedback
Survey

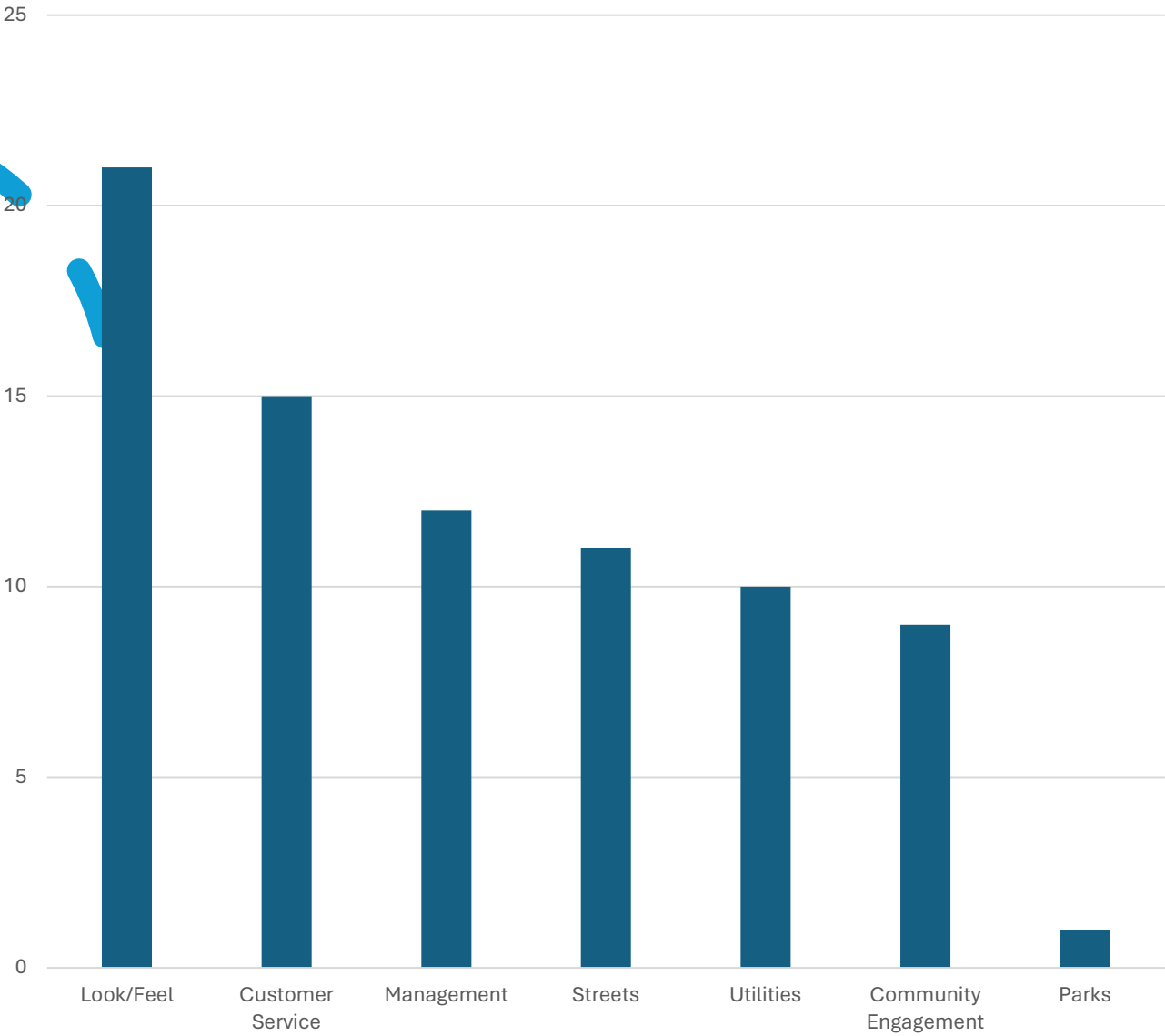
March 6-April 8

Summarized and Analyzed
Results

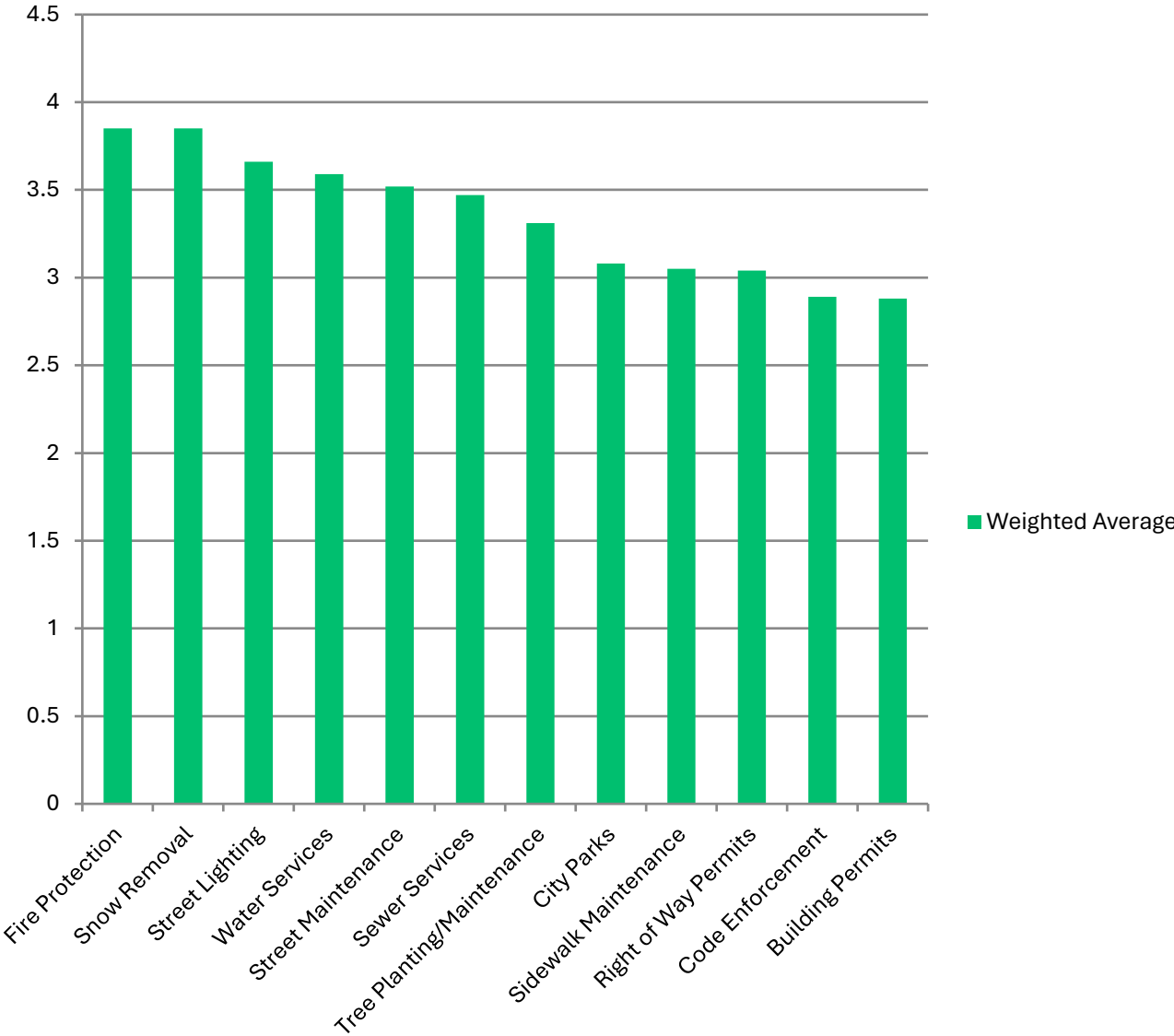
How would you rate the importance of the services the city provides below.



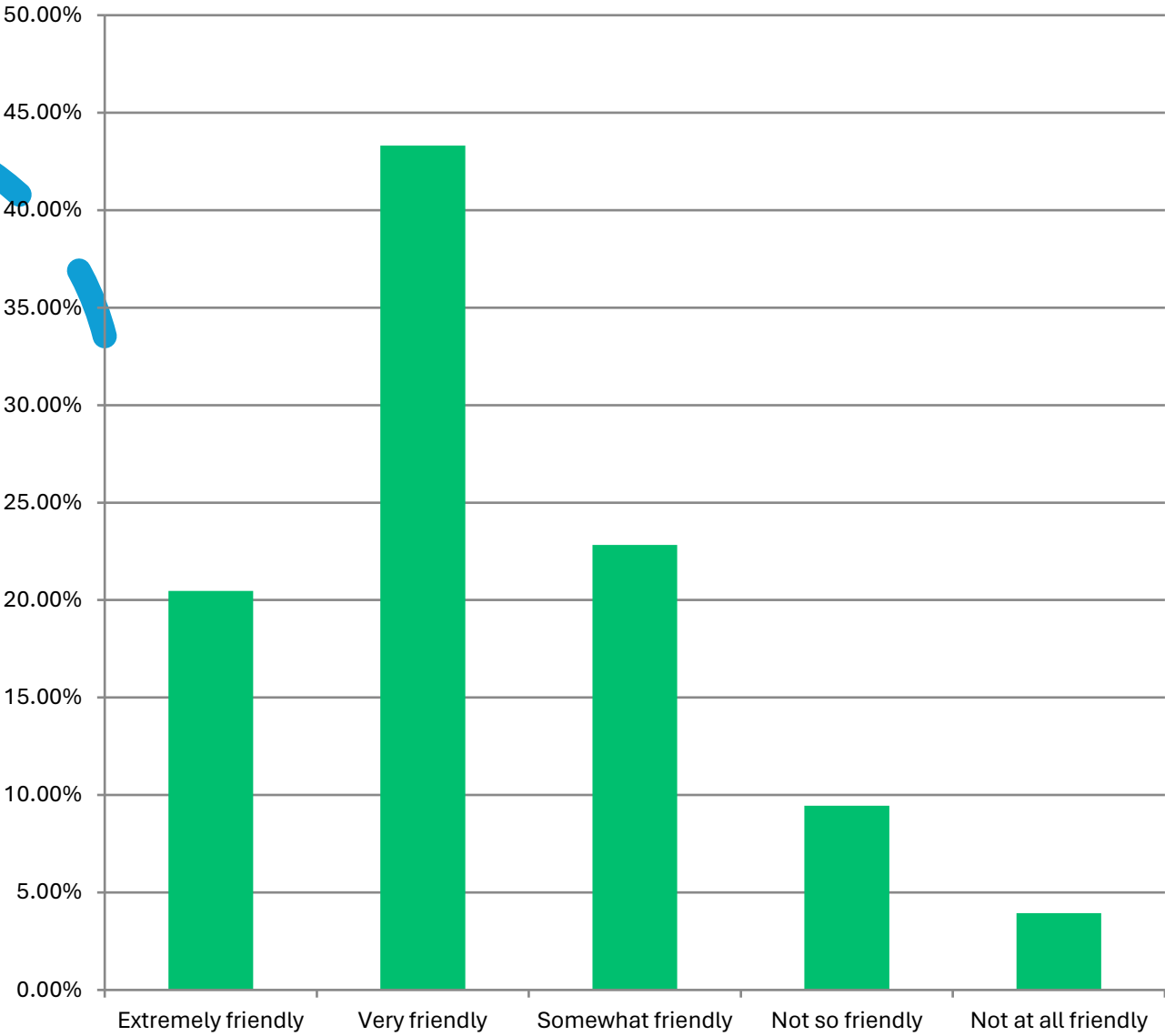
What does City of Stevenson do really well?



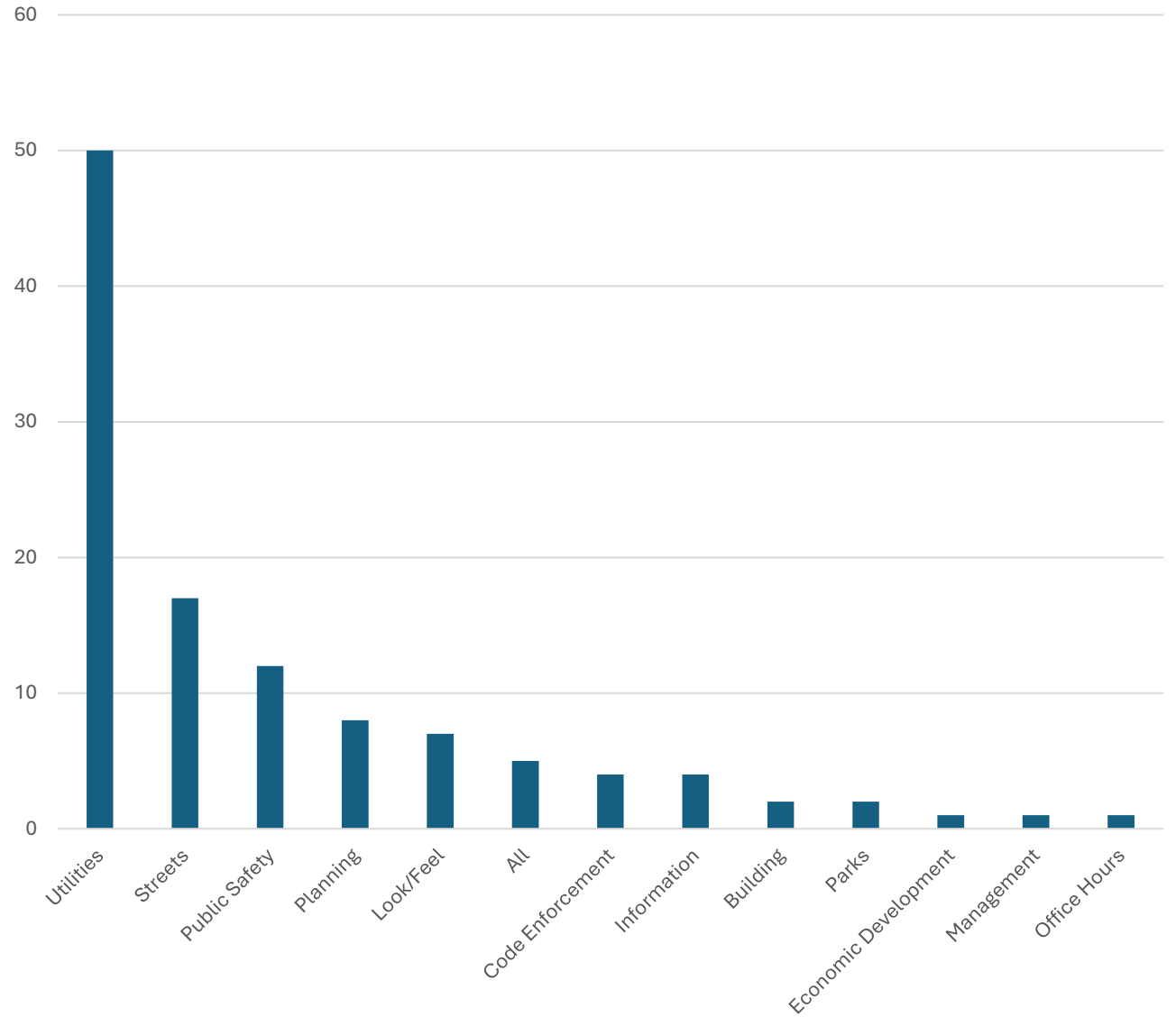
How would you rate your experience with the service in the past 12 months.



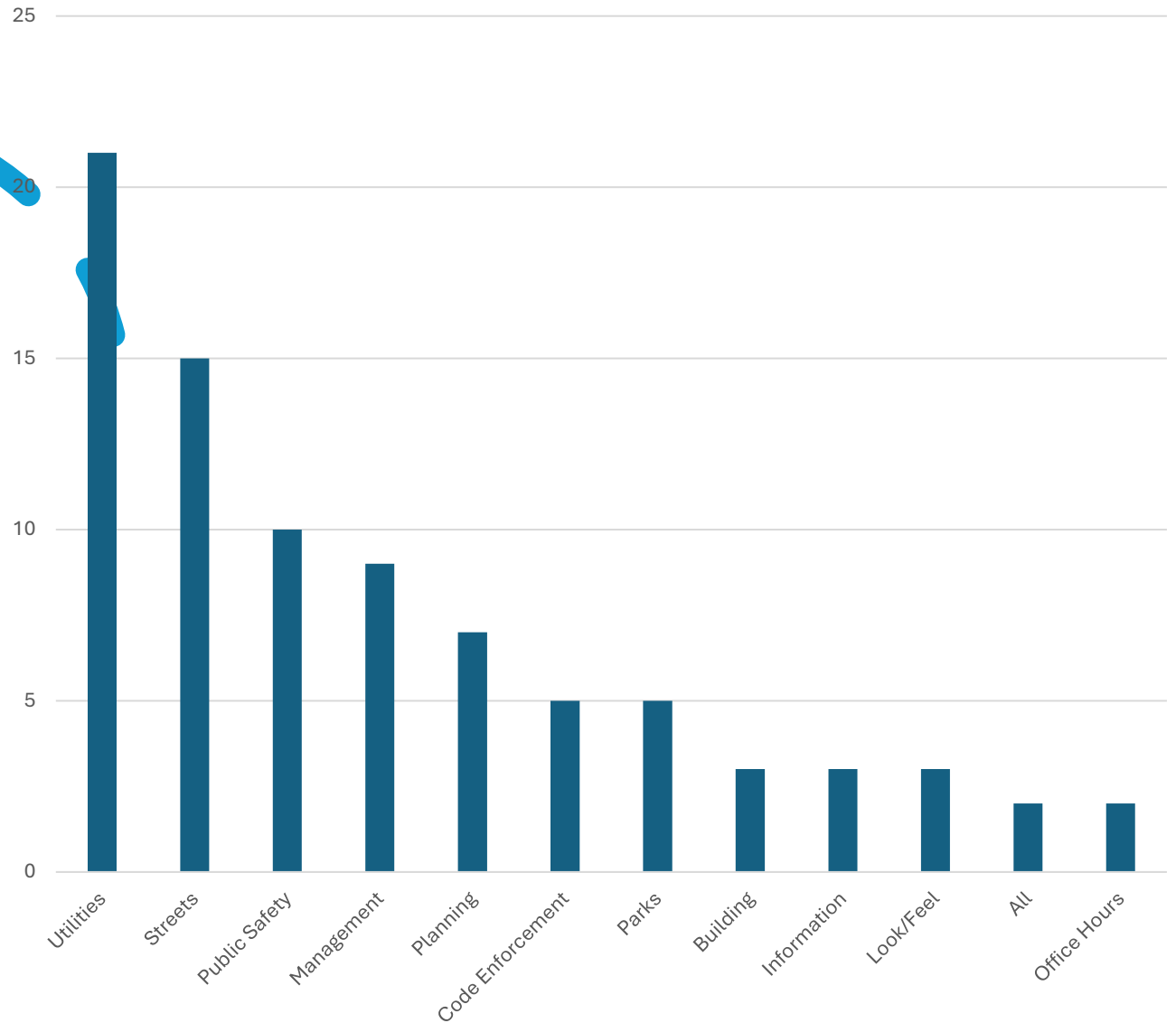
How friendly is the staff?



What do you consider to be the most important service the City provides?



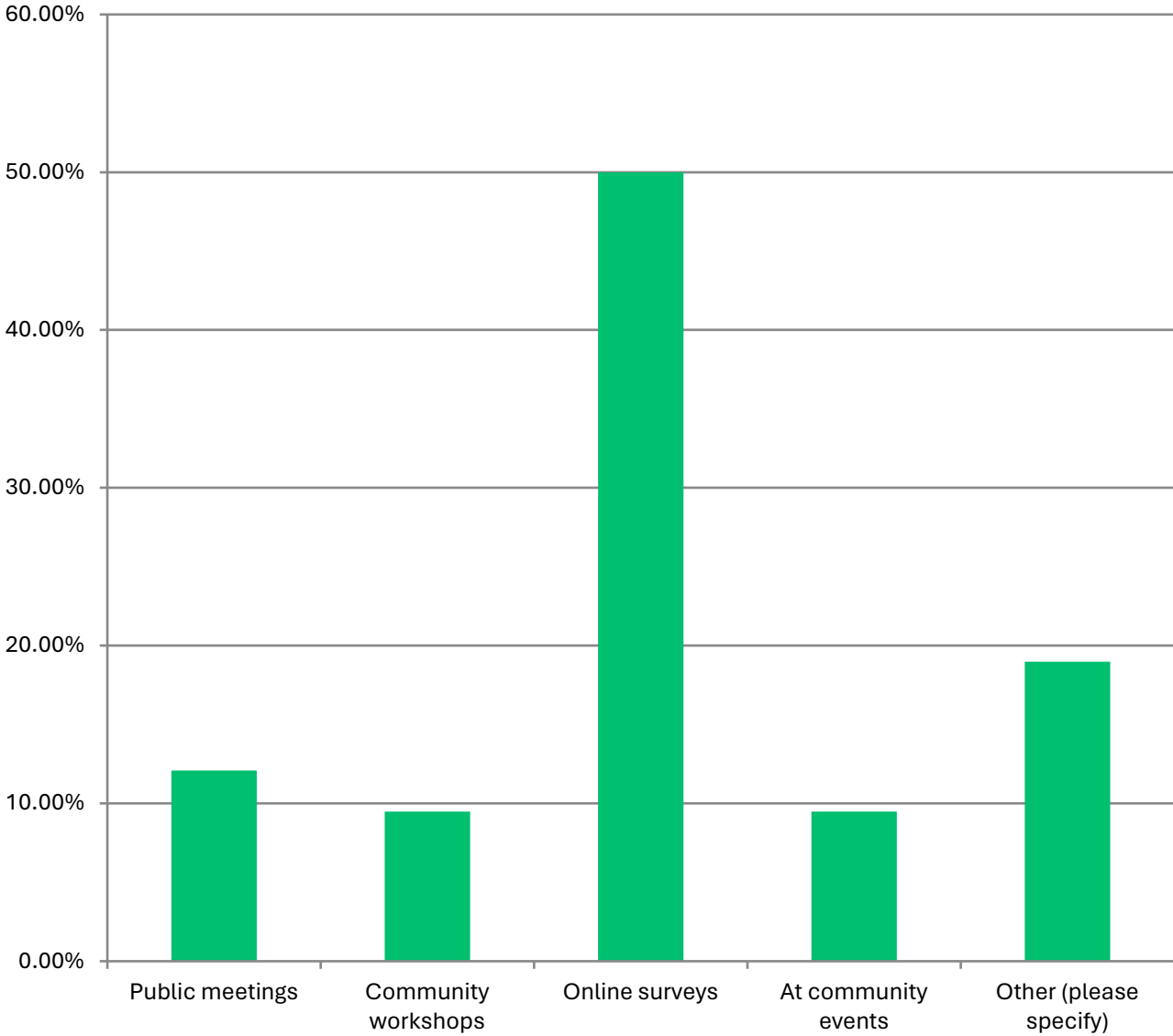
What do you consider to be the second most important services the City provides?



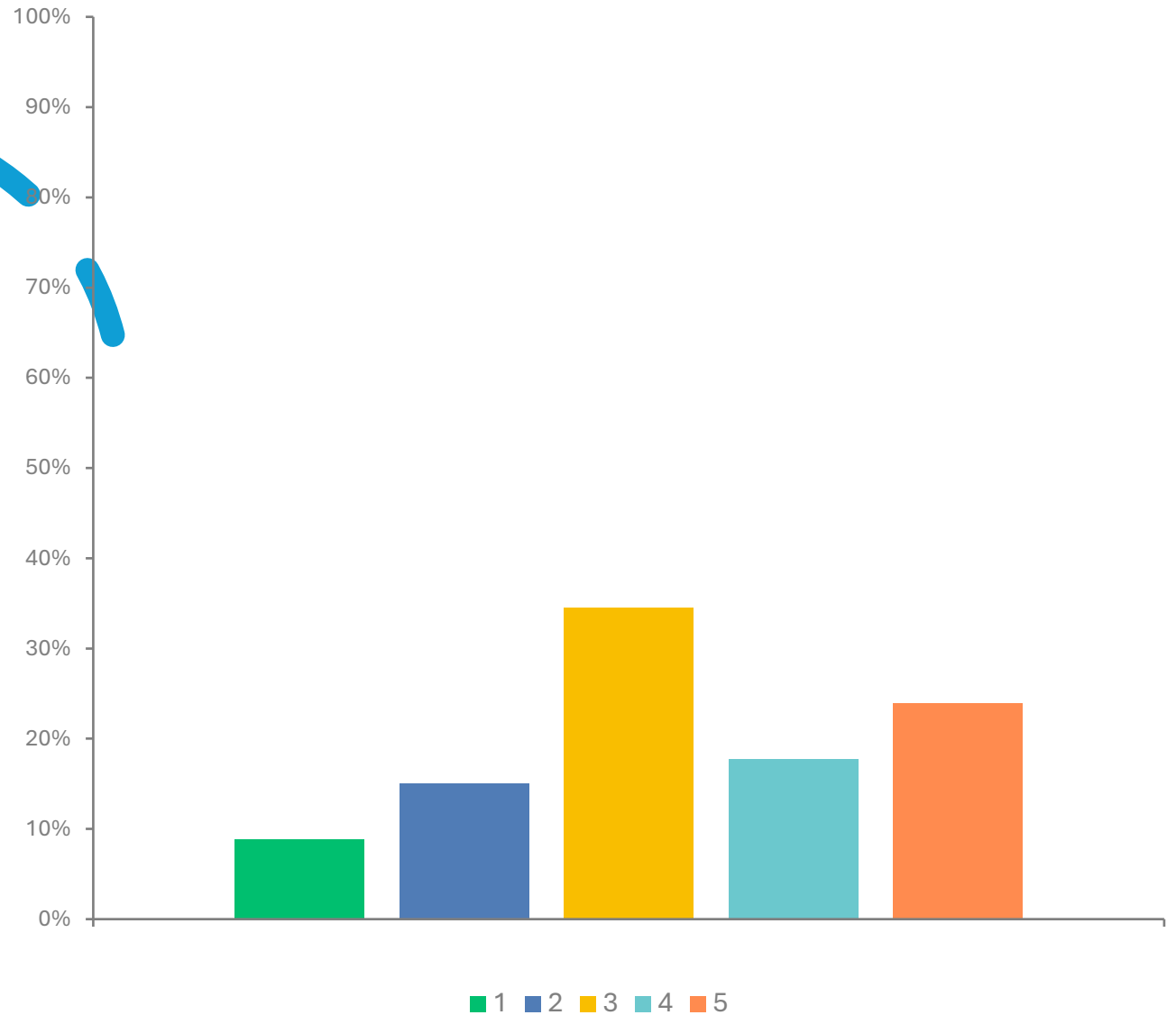
What changes would most improve our service?

Lower Costs	16
Customer Service	8
Management	8
Transparency	7
Community Engagement	6
Code Enforcement	6
Planning	5
Courthouse Lawn	5
Snow Removal	5
Office Hours	4
Doing Well-Customer Service	3
Parks	3
Look/Feel	3
Increased transparency	2
Bathrooms	2
Streets	2
Economic Development	1
More Staff	1
Positive Changes	1
Housing	1
Infrastructure	1
Increased Trust	1
Sidewalks	1
Deregulate	1

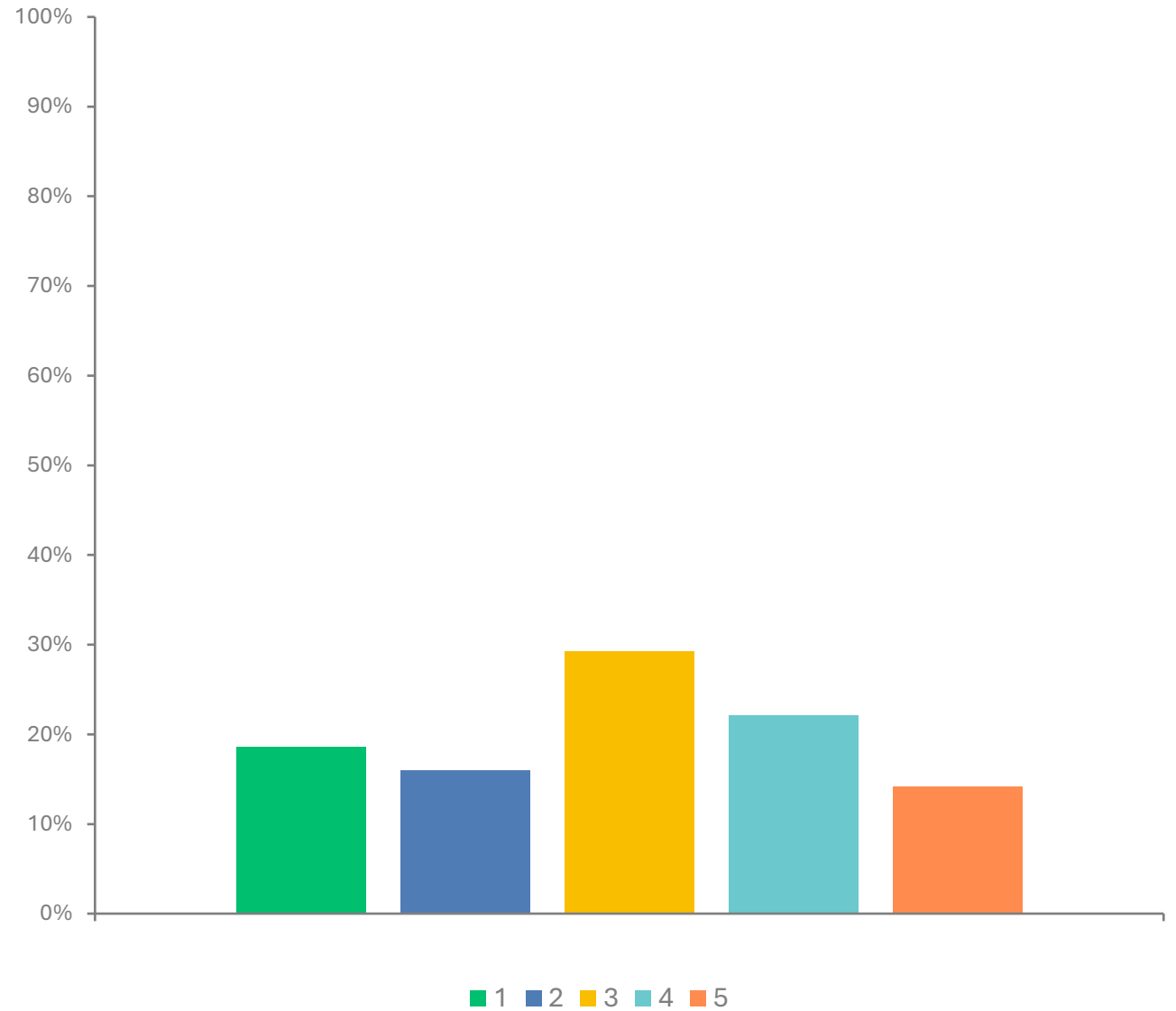
Which is the best way to engage with you?



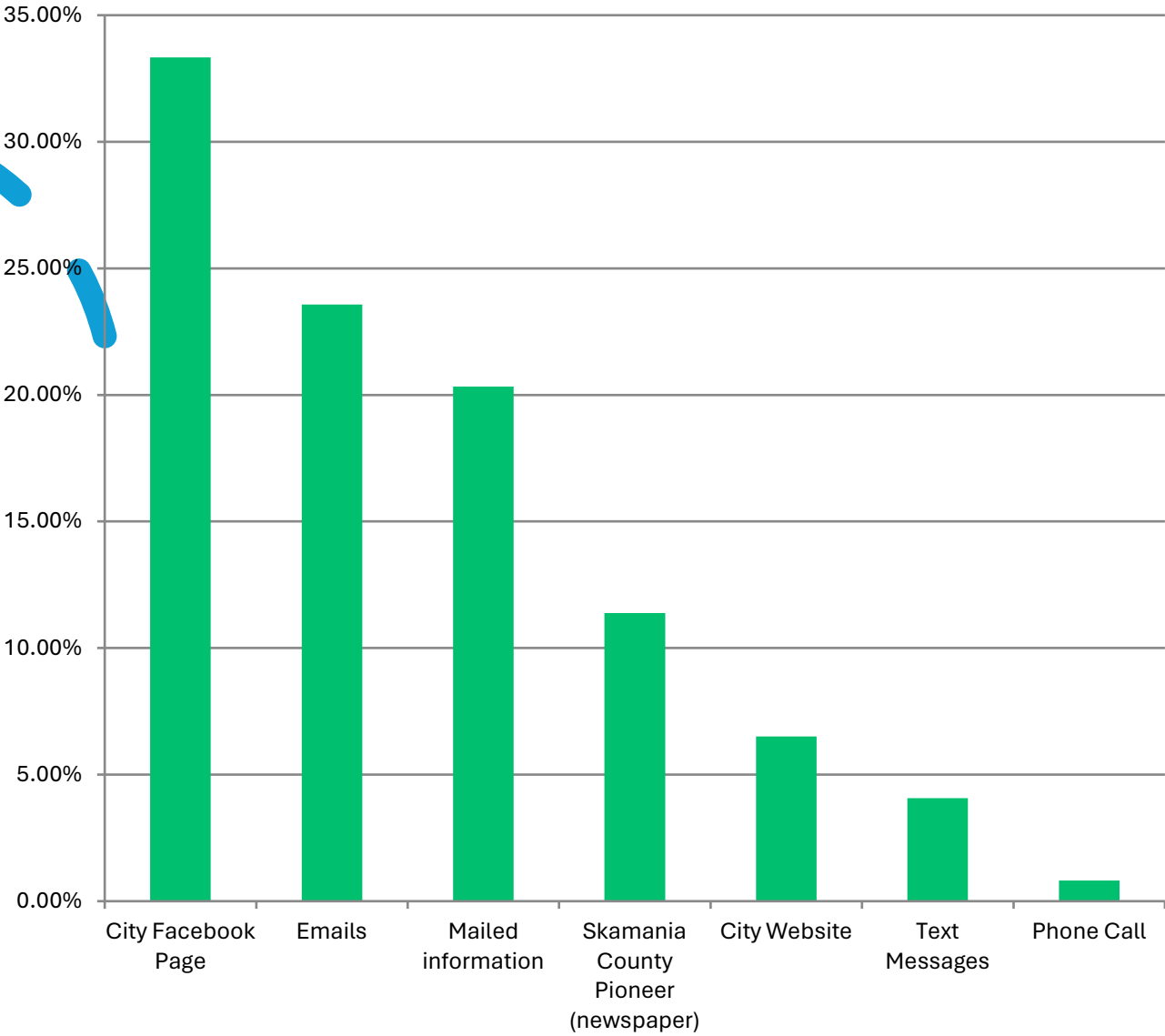
How would you rate the opportunities you have to participate in City matters?



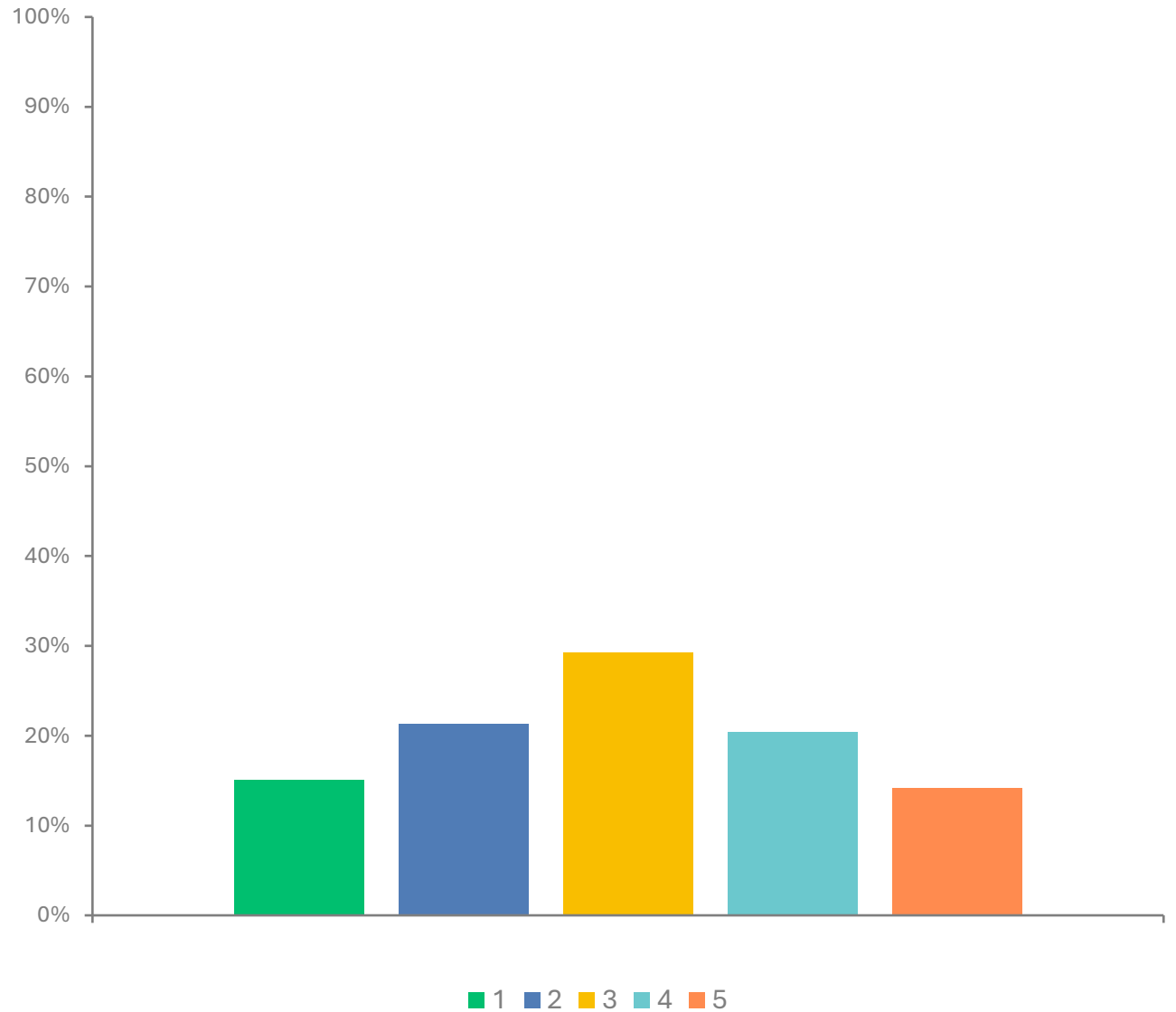
How would you rate the City's communication and engagement with the public?



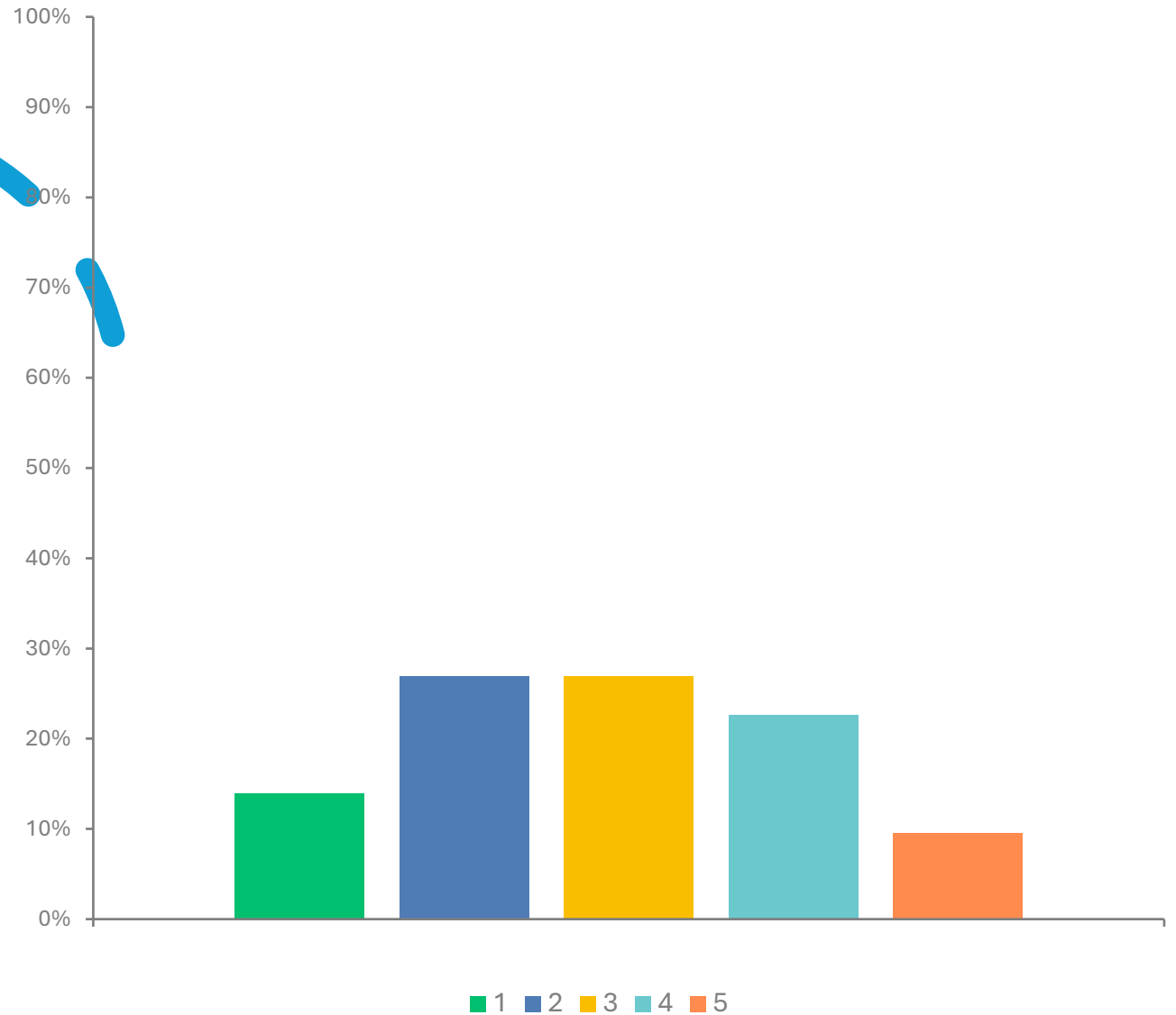
What is the best way to get information to you?



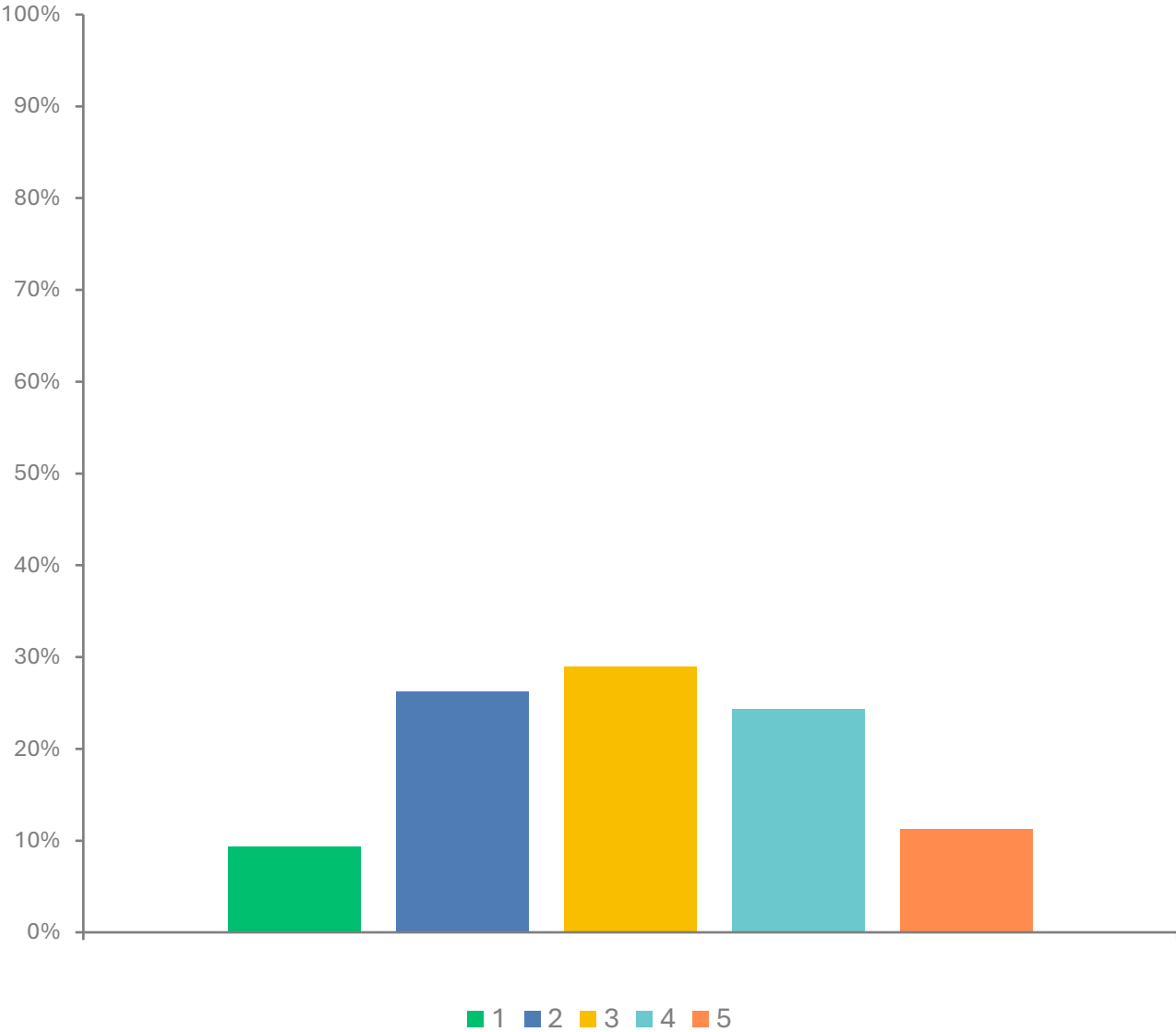
How would you rate the information available to you about the City's Council, Planning Commission and other official city meetings?



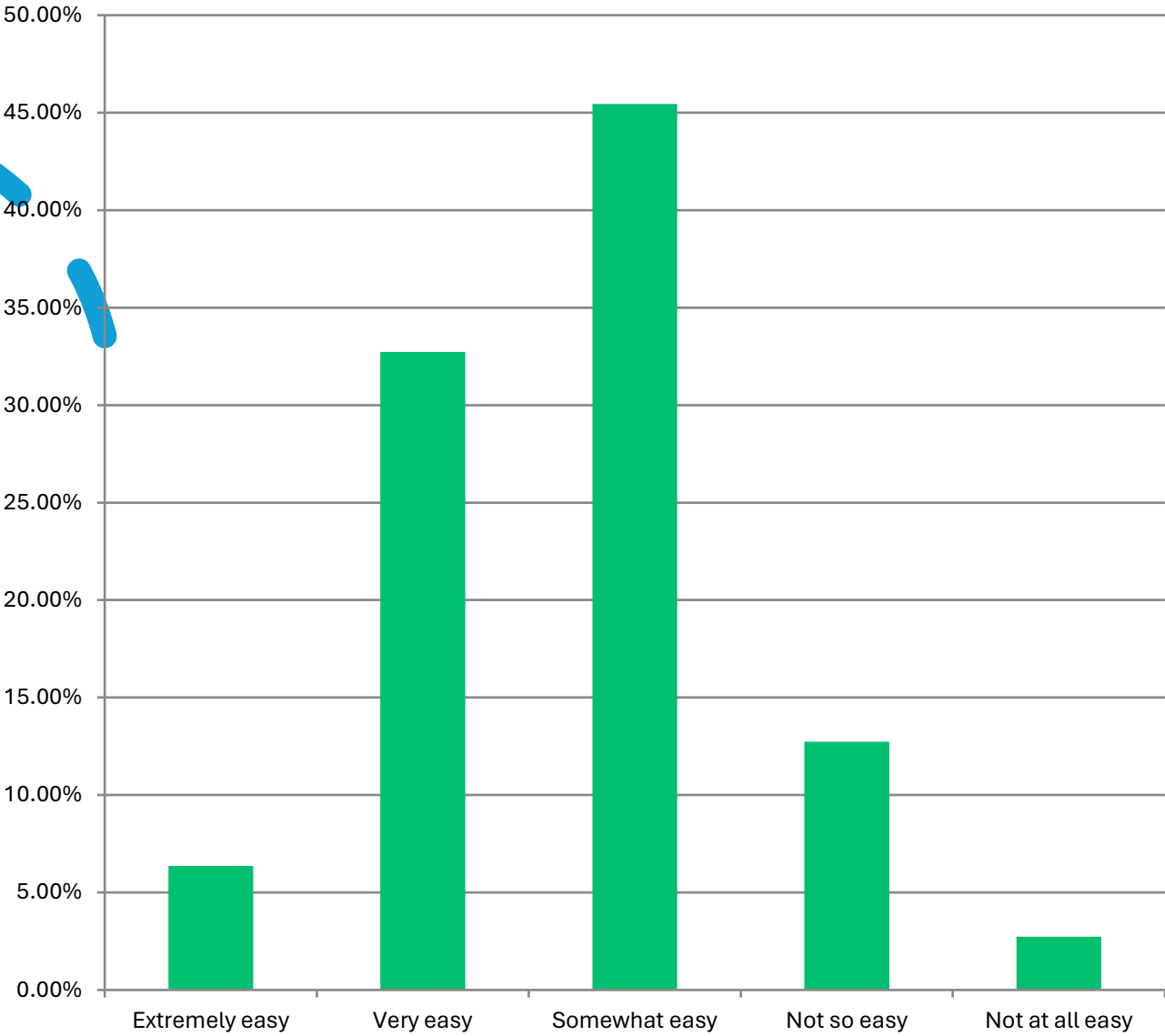
How would you rate the information available to you about city plans and programs?



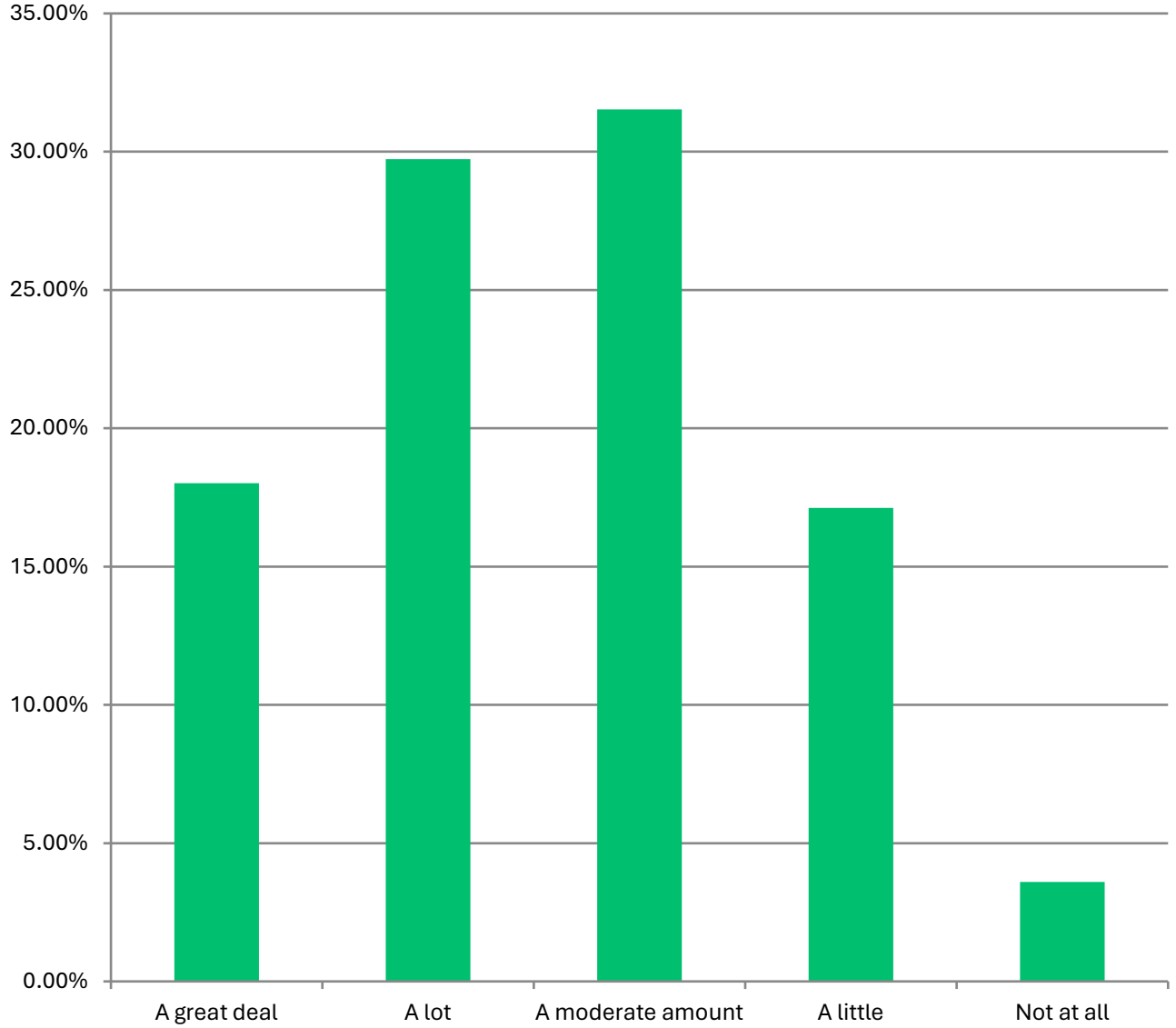
How would you rate the city's website?



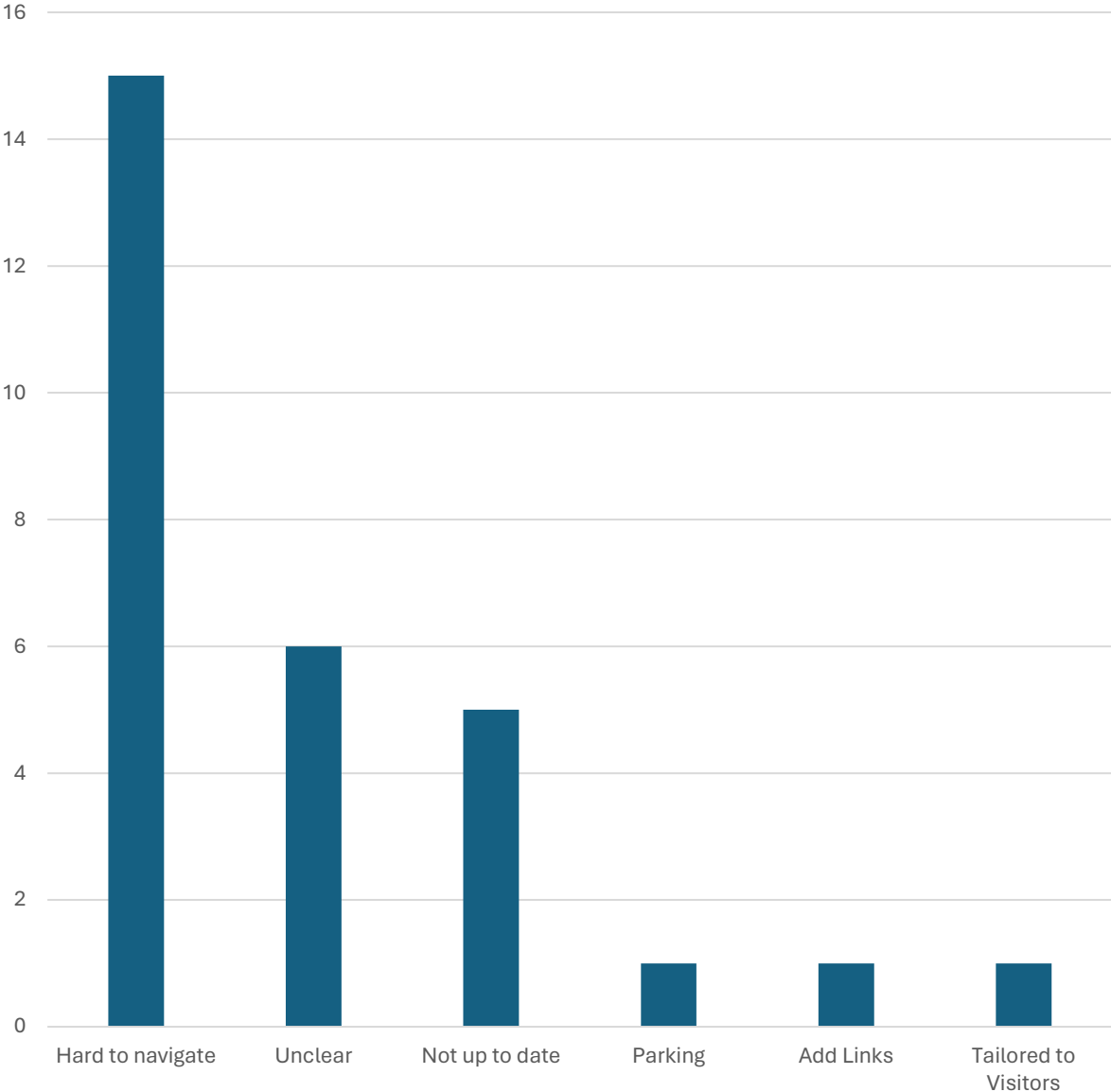
Does the website appear easy to navigate?



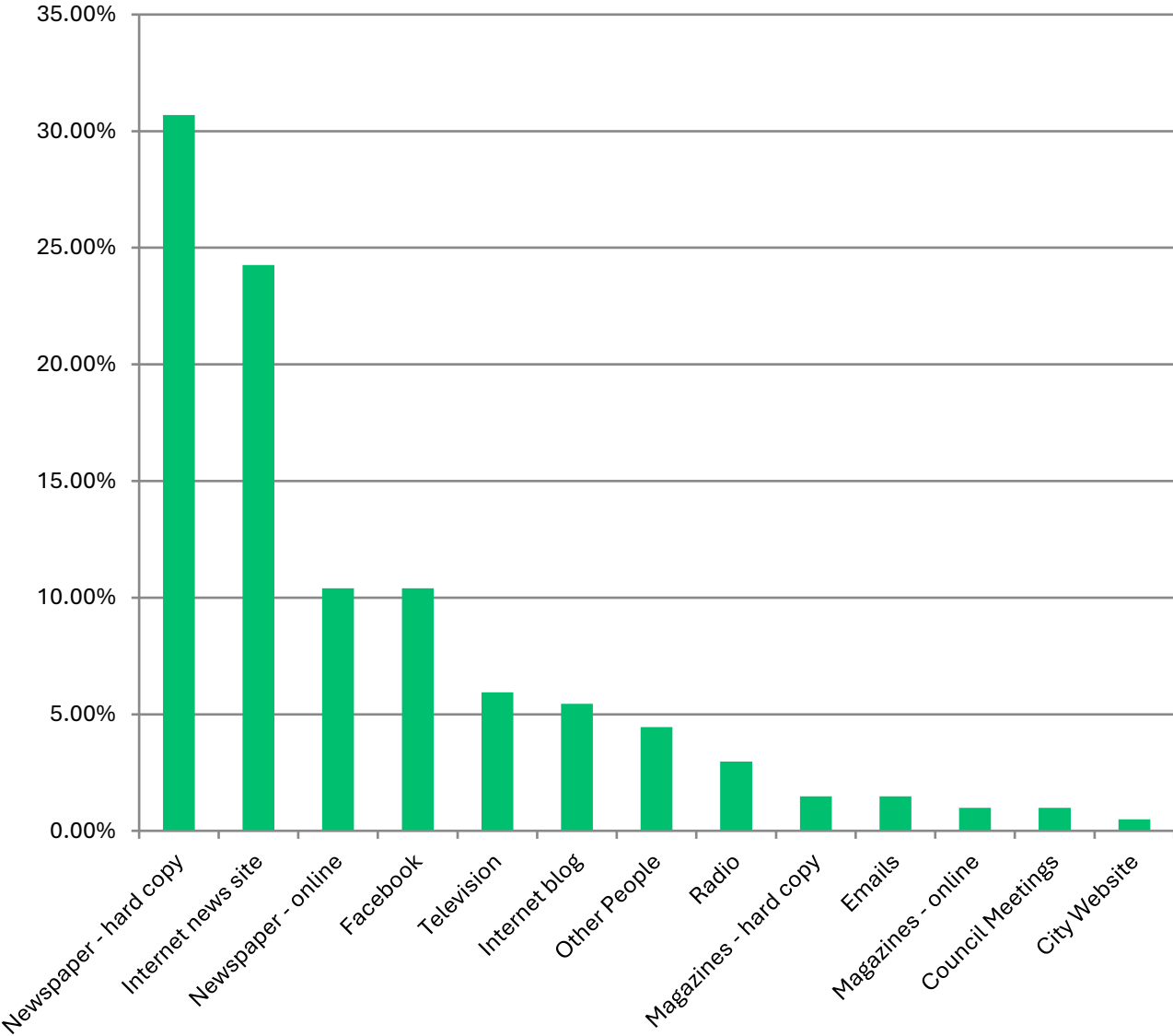
How much do you trust the information on our website?



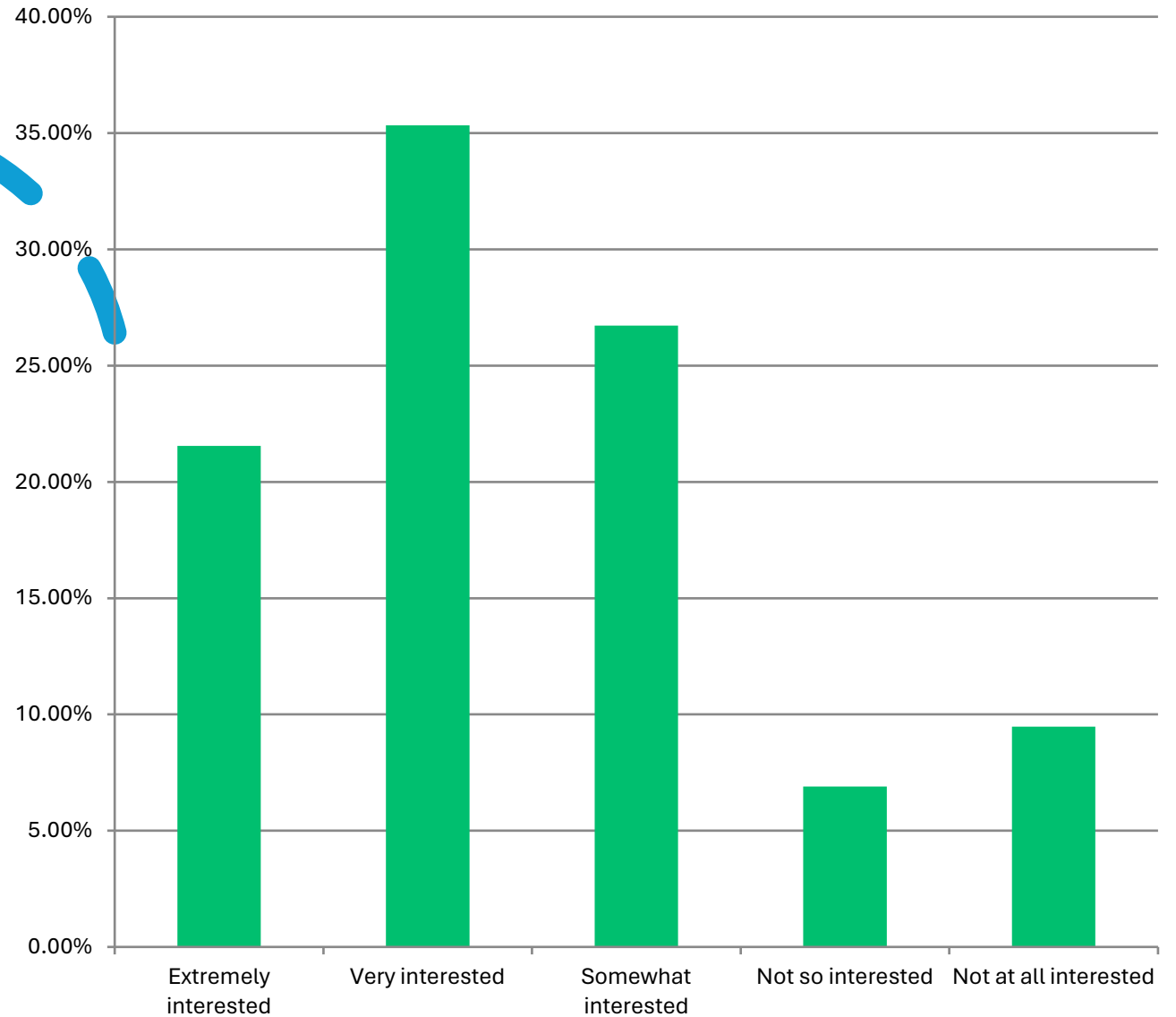
Please describe the issues you encountered in more detail.



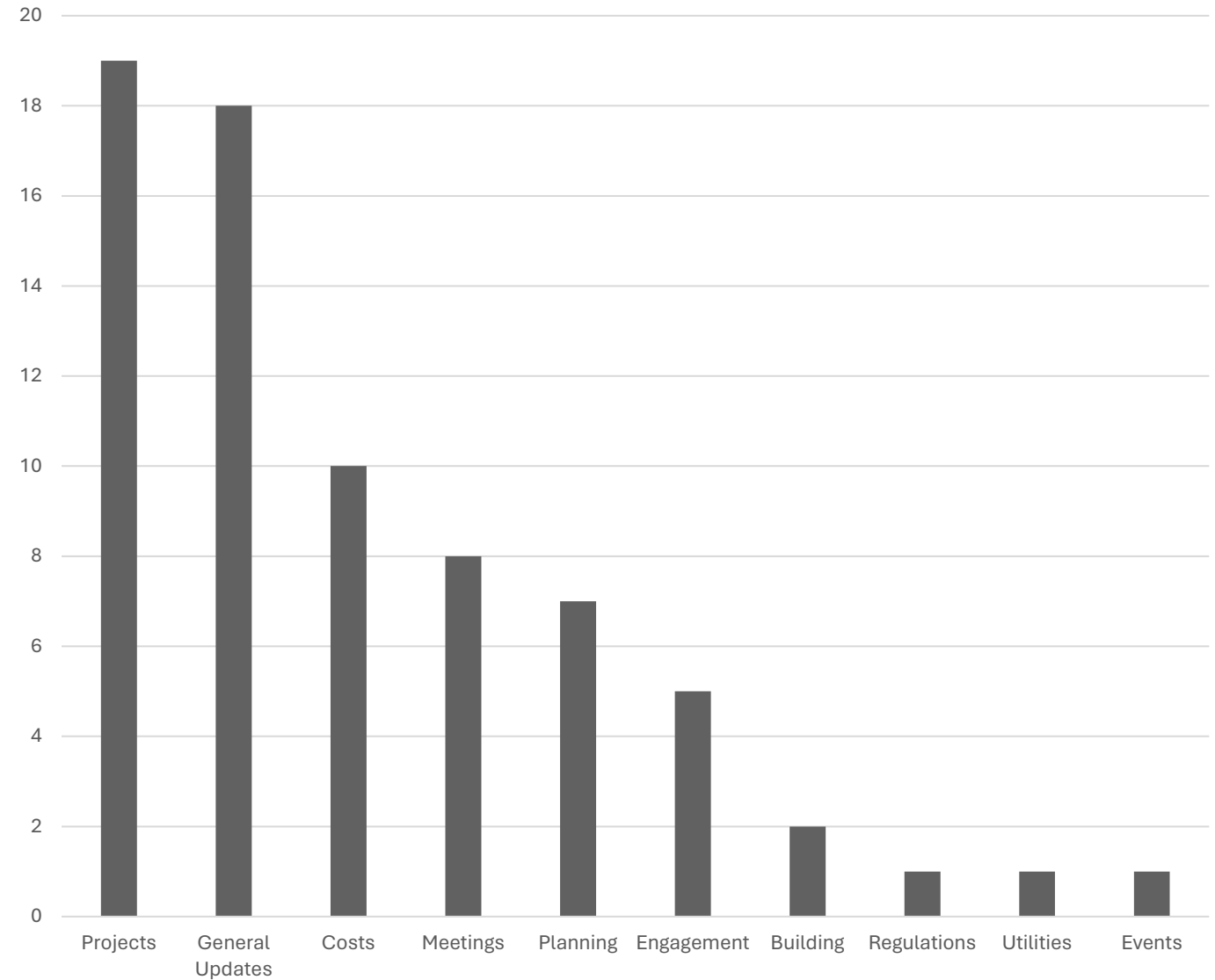
Where do you currently get your news about local topics? (Check all that apply)



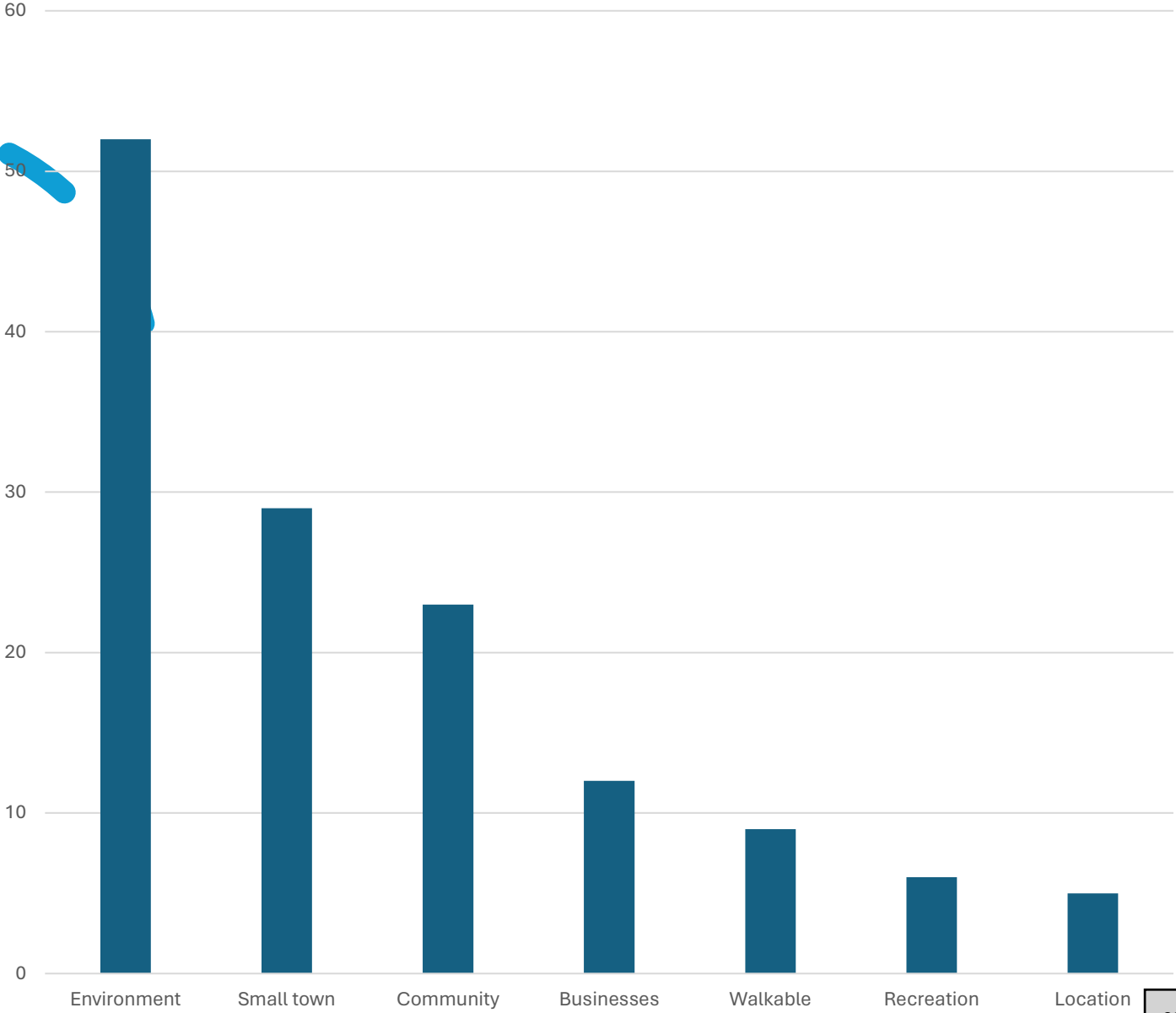
How interested are you in receiving electronic updates on City of Stevenson?



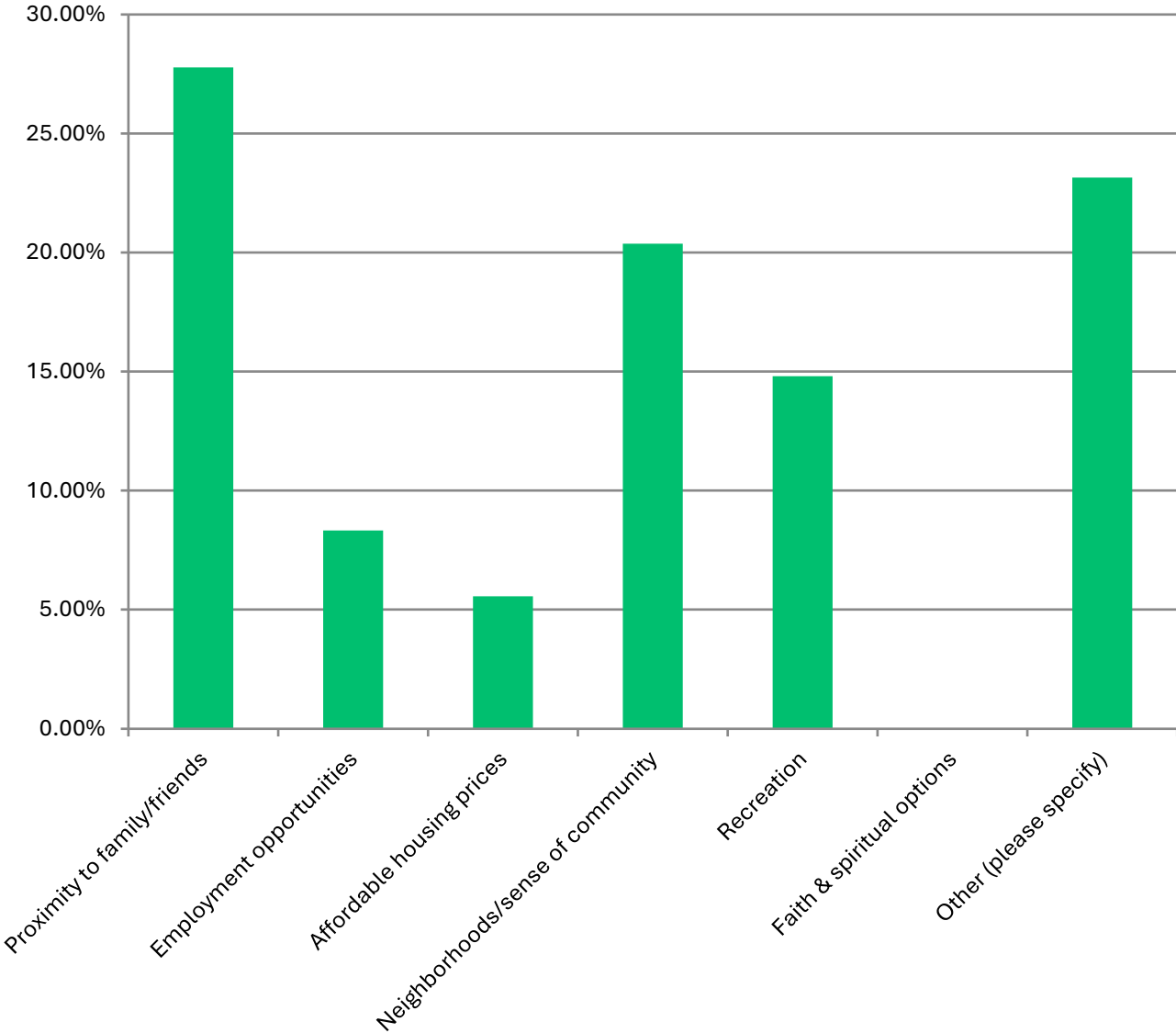
What information would you like to see City of Stevenson provide?



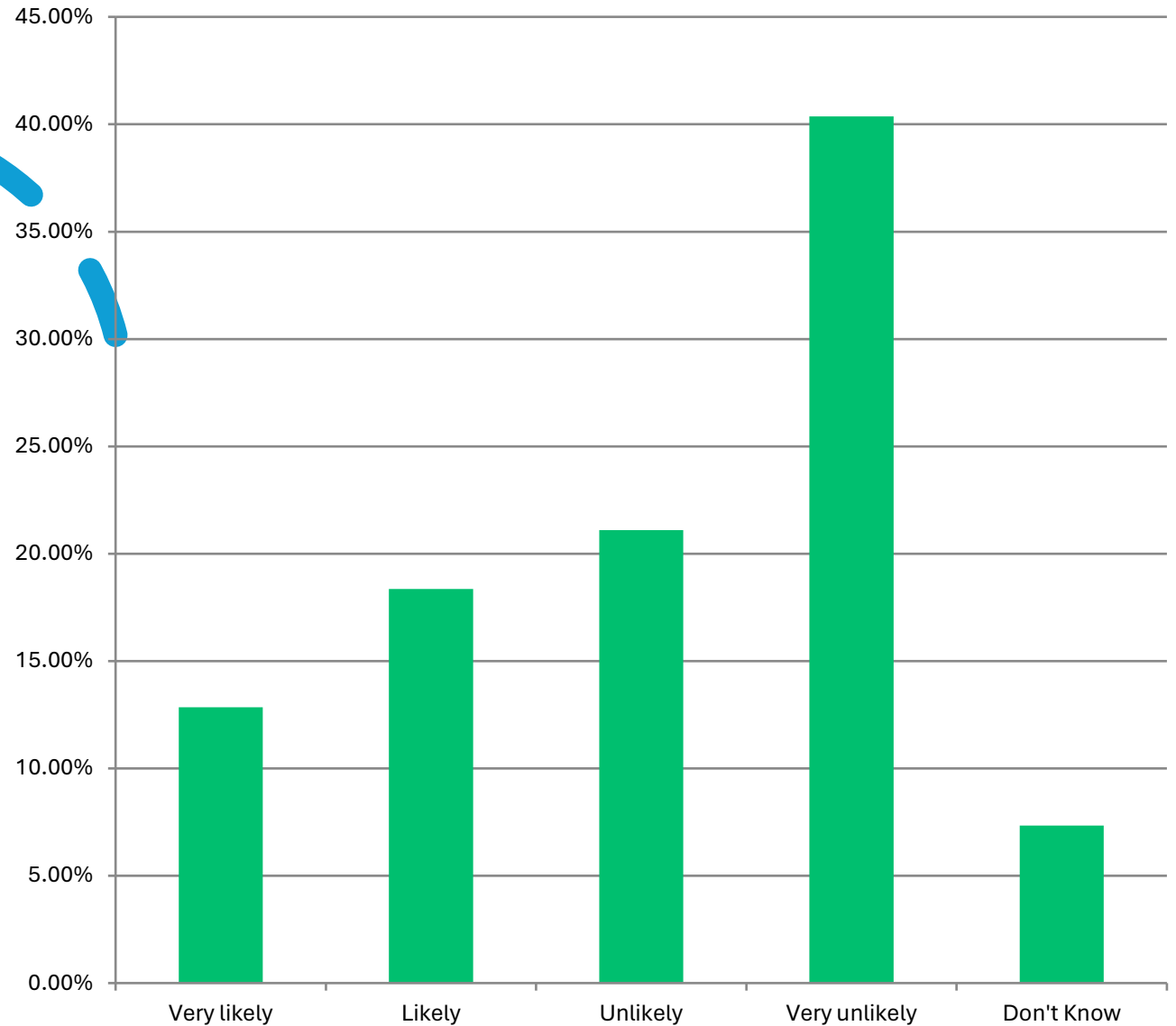
What is your favorite part about living in Stevenson?



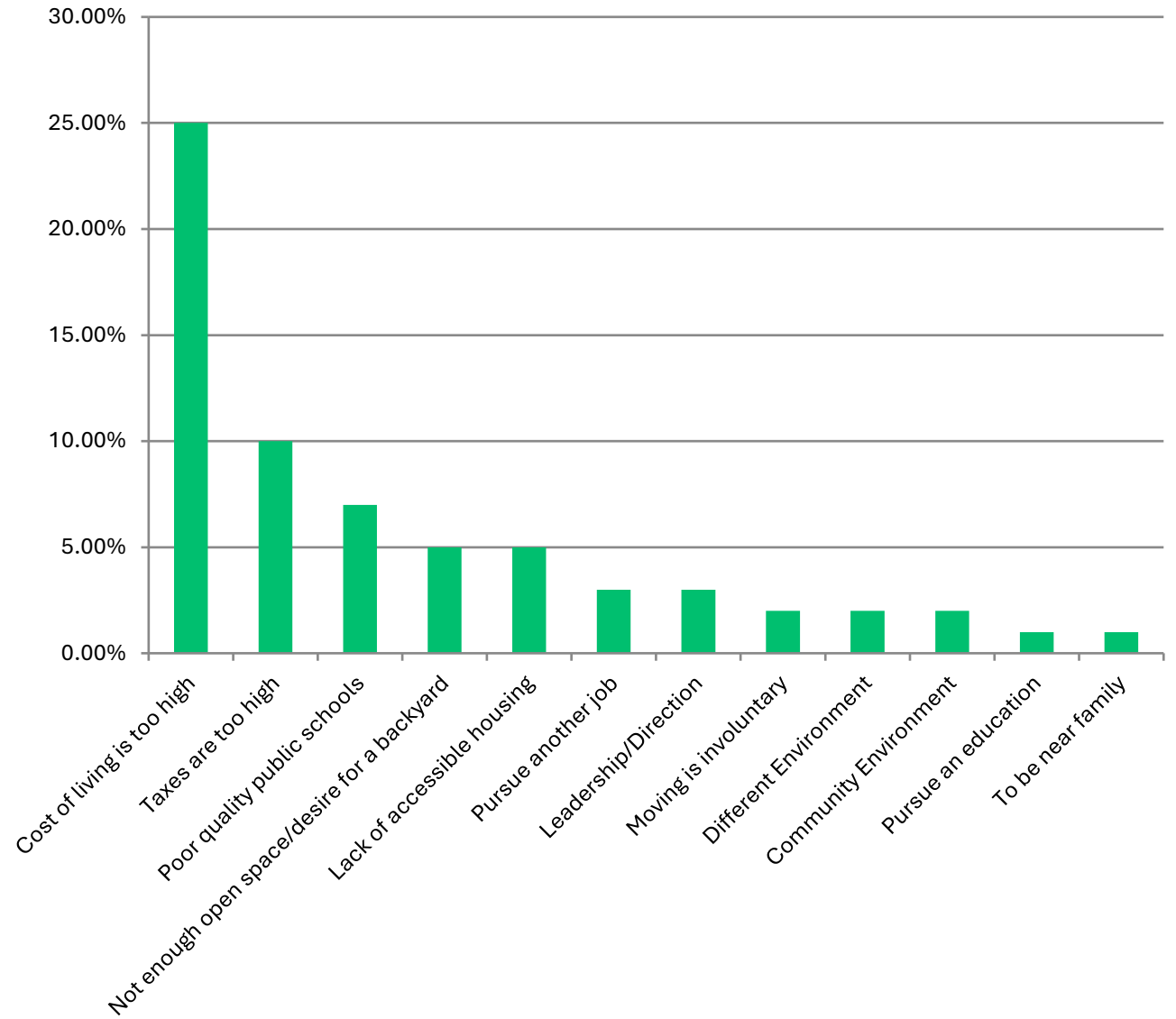
Why do you stay in or did you move to the City?



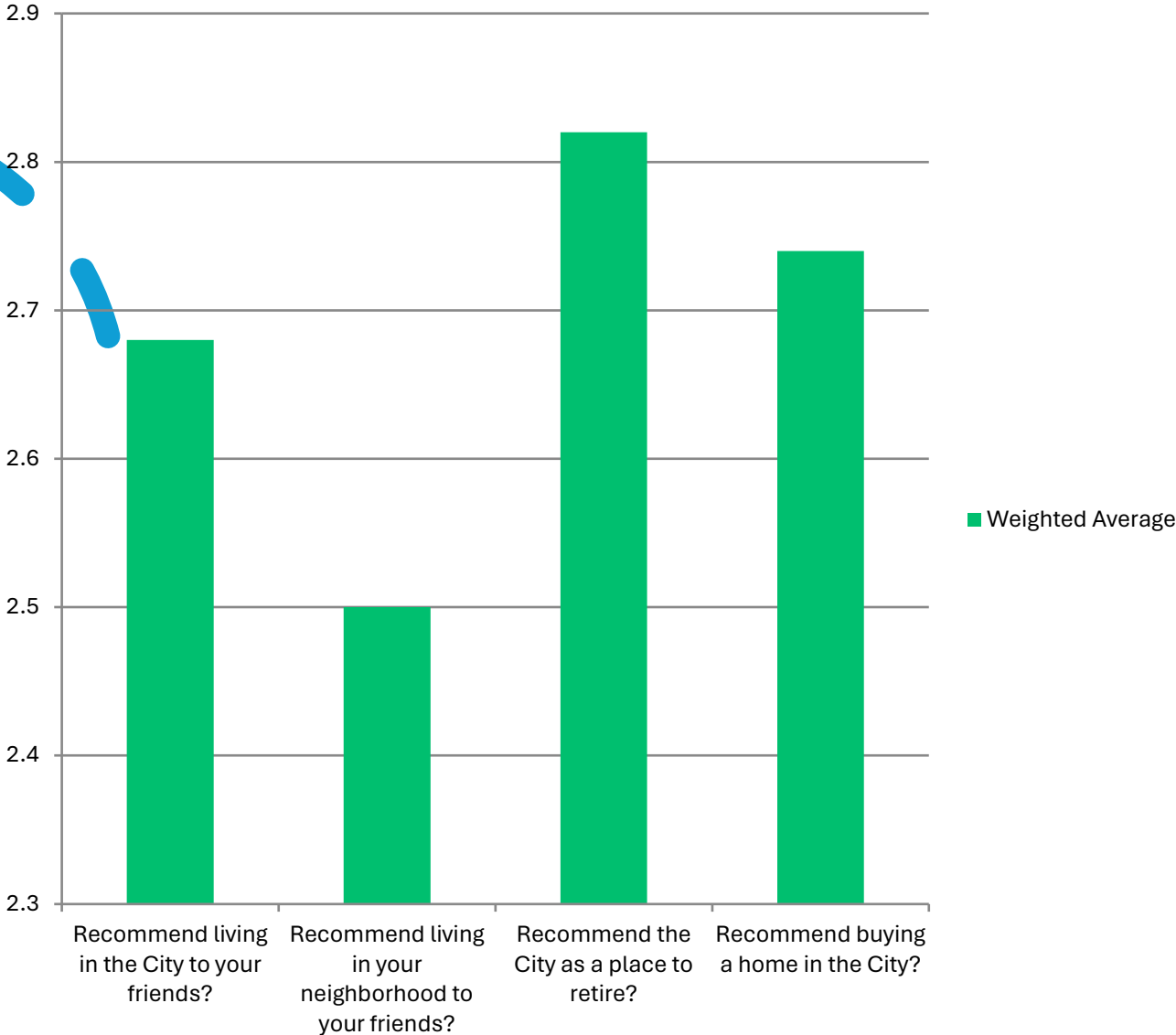
How likely are you to move out of the City in the next 1-3 years?
(*34 Very Likely and Likely)



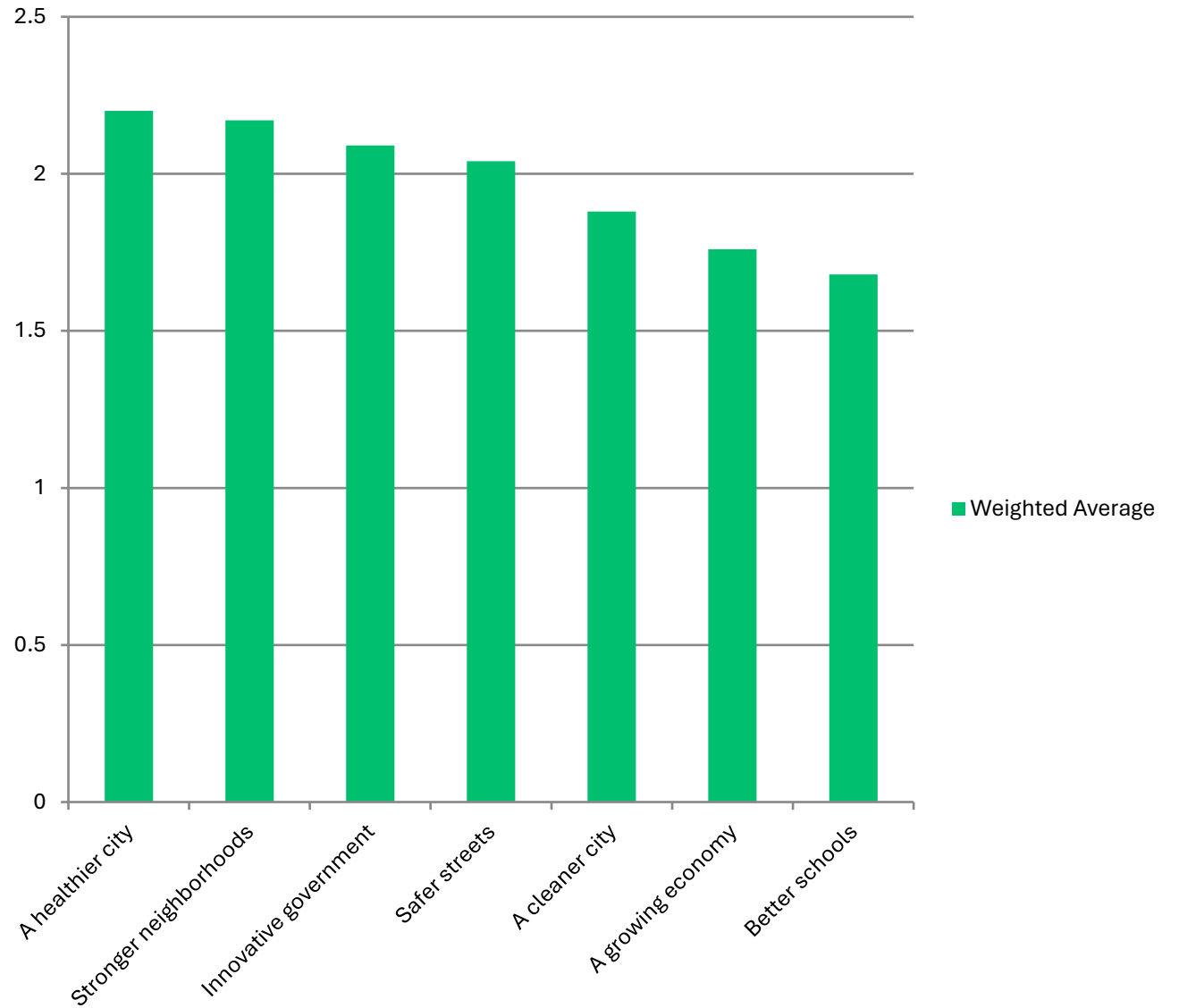
If you are planning to move out of the City, what is the primary reason?



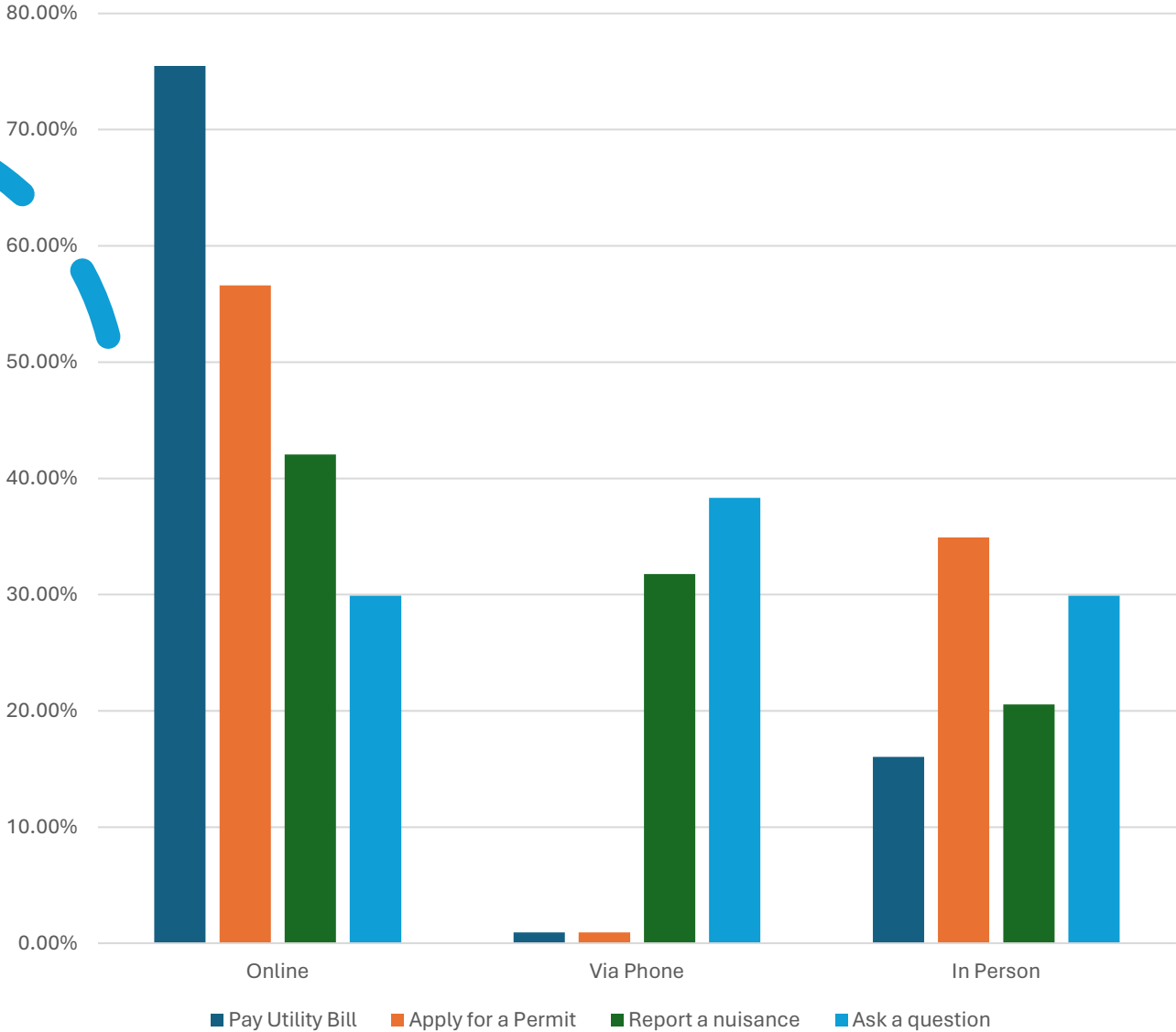
How likely are you to do the following?



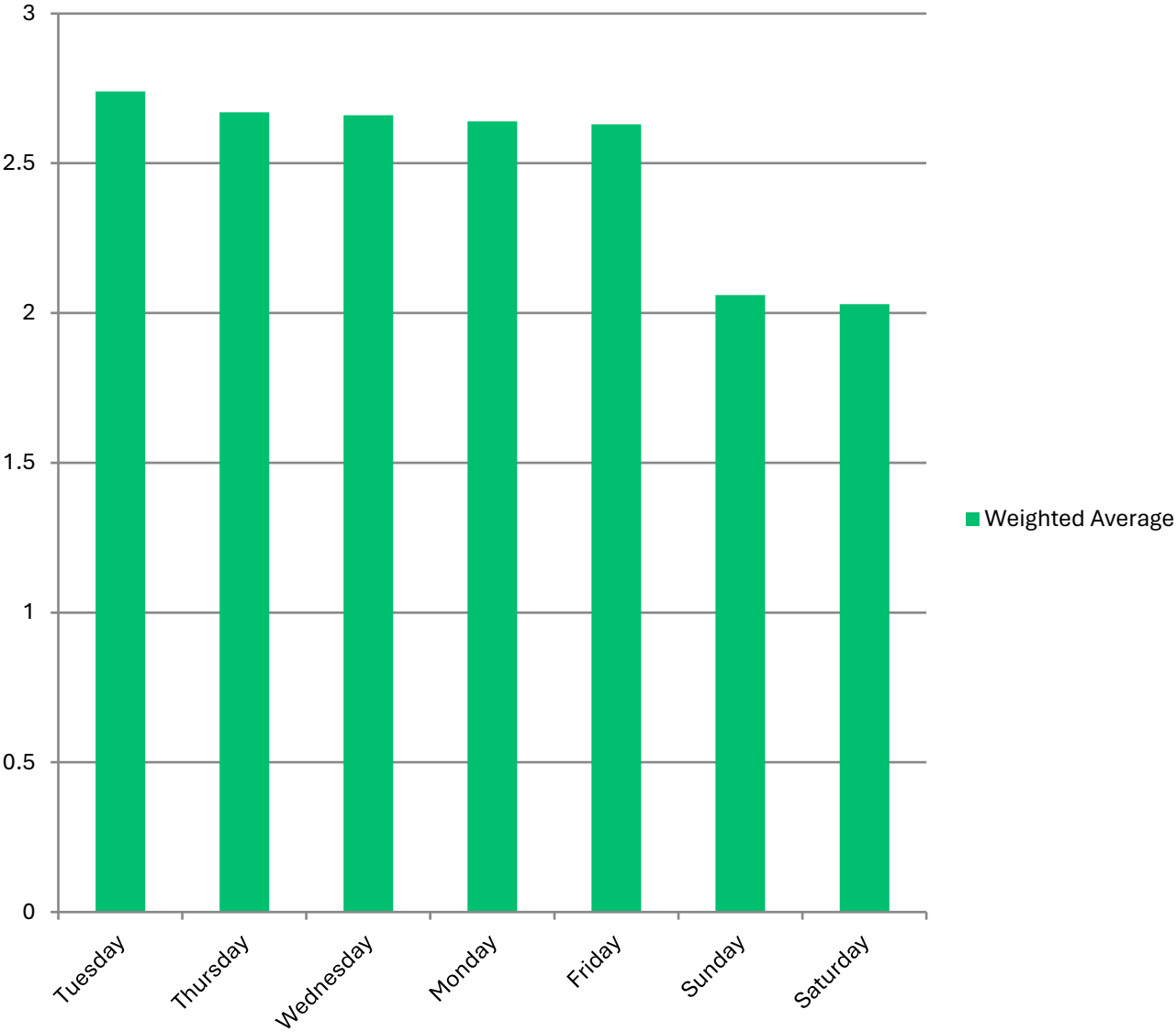
Out of the priority outcomes below, what are your top 3 priorities?



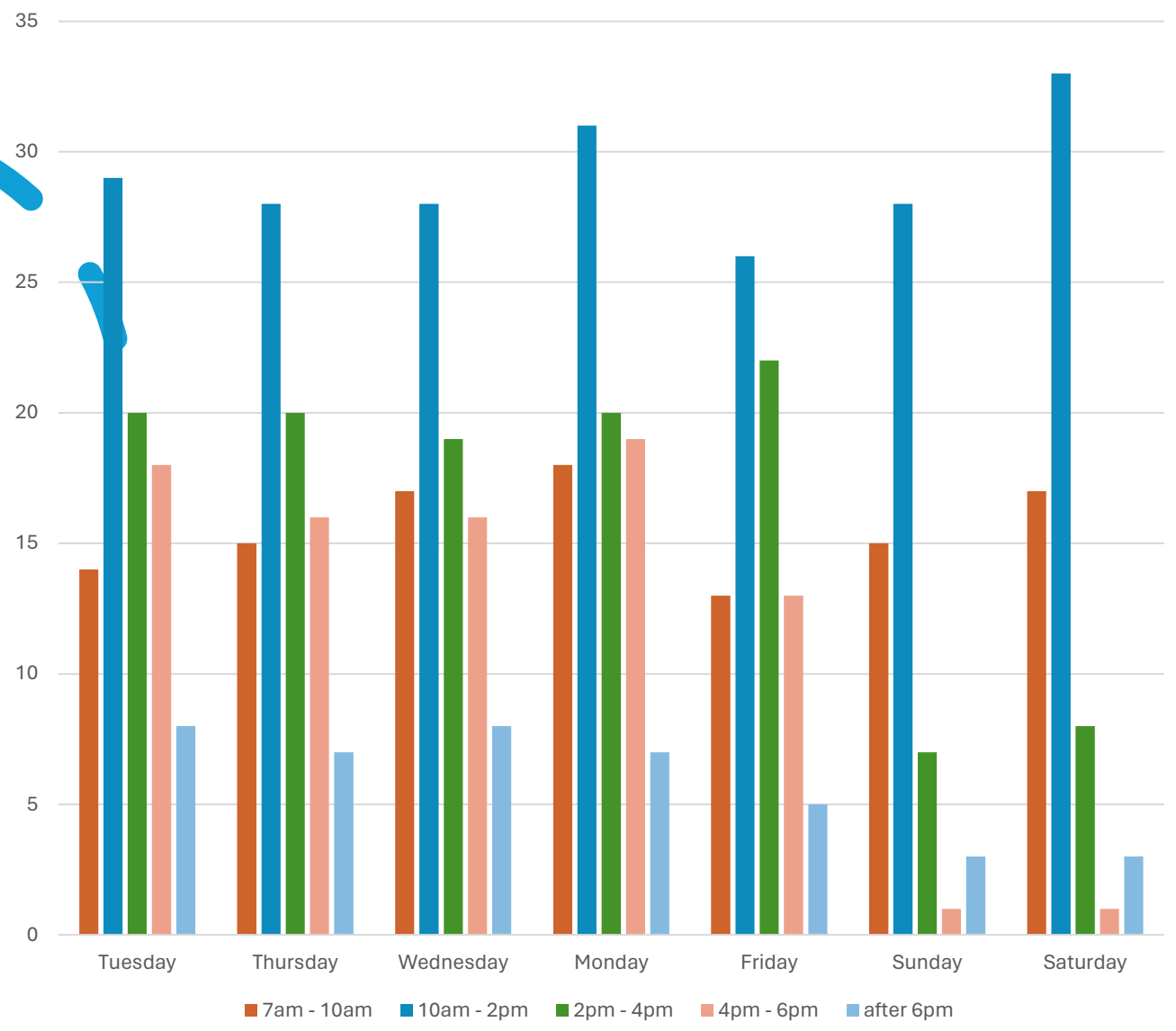
Which is the best way for you to get your business completed with the City?



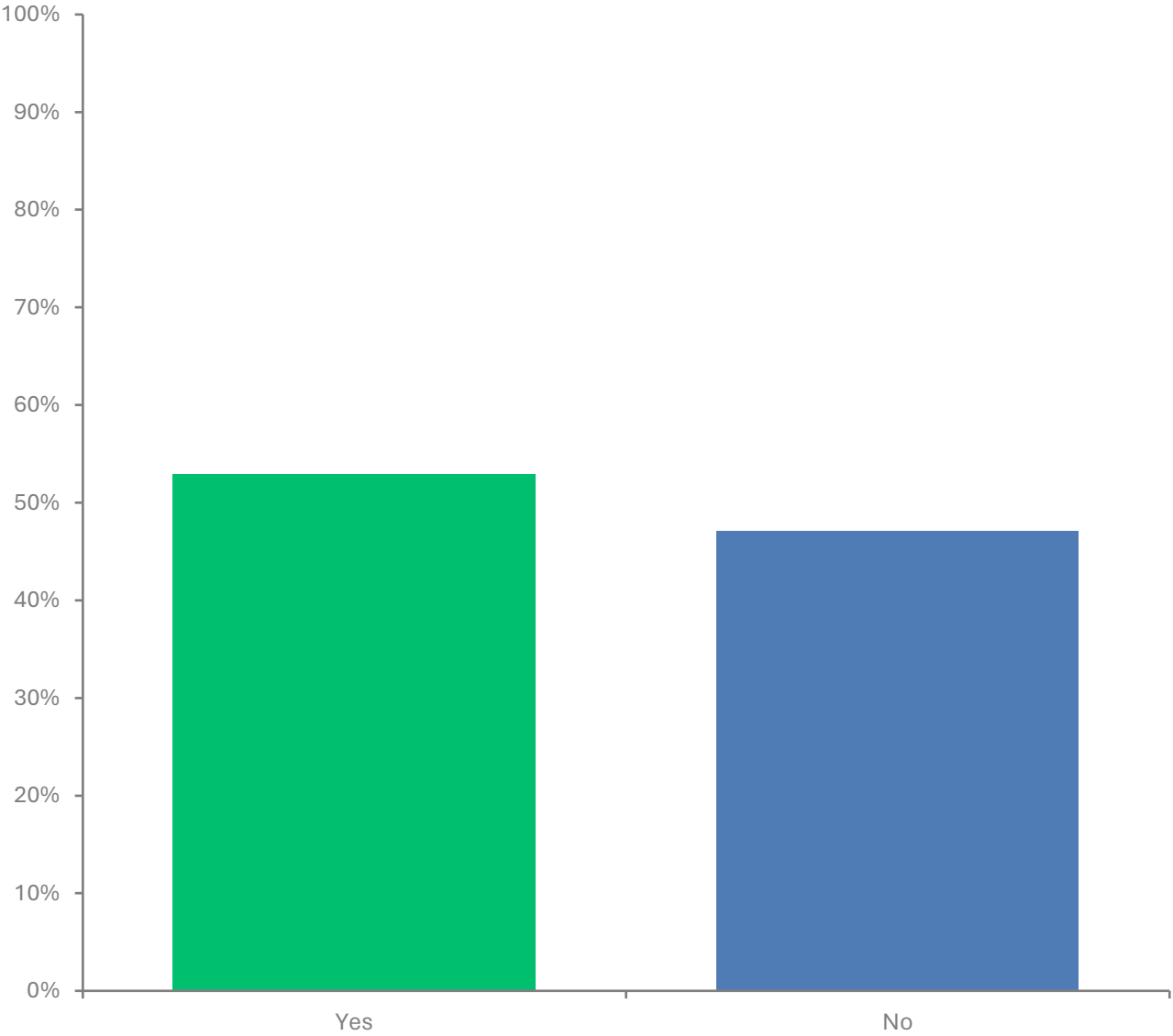
What days of the week and times of day are best for you to conduct business with the city?



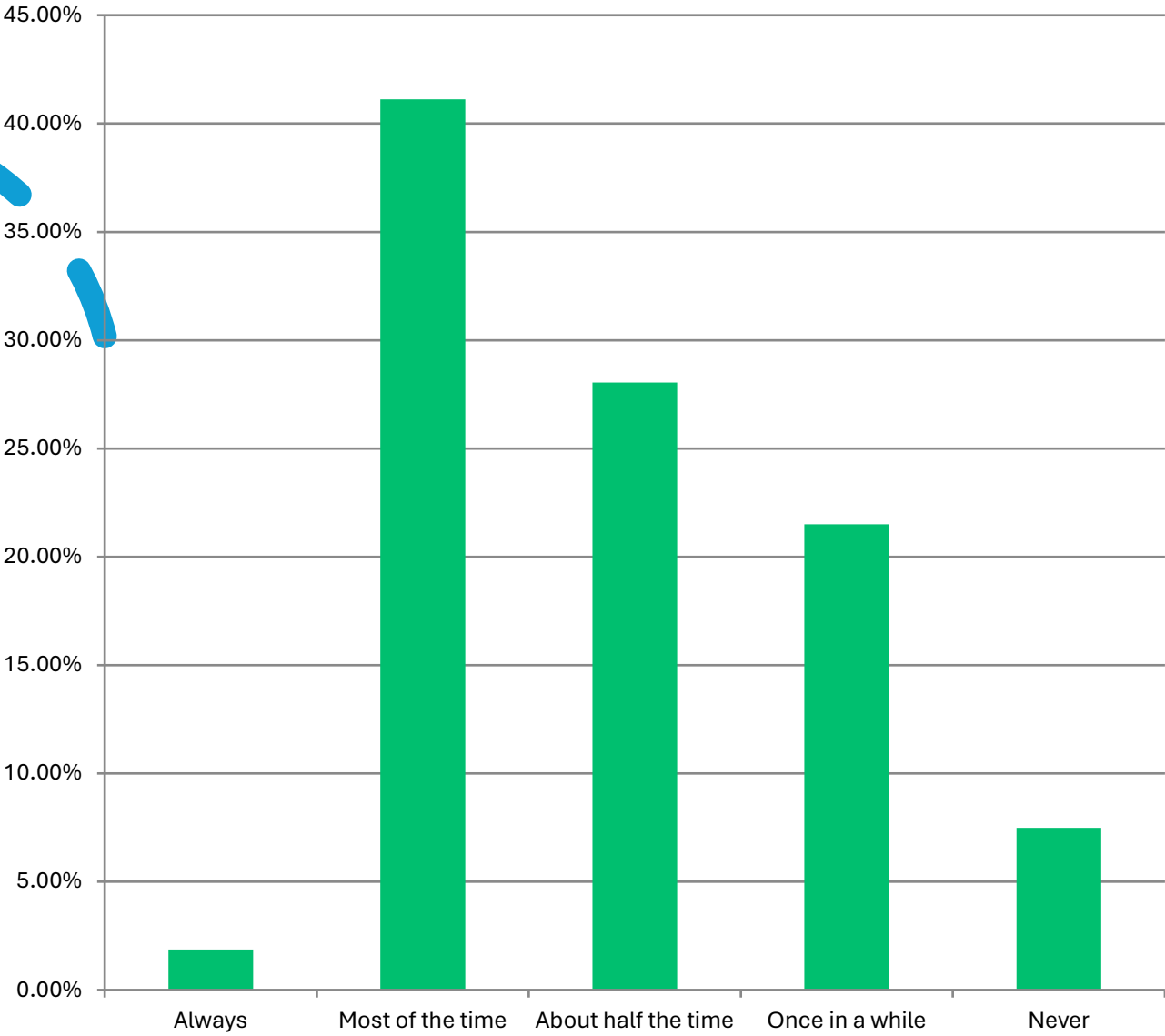
Business Times Cont.



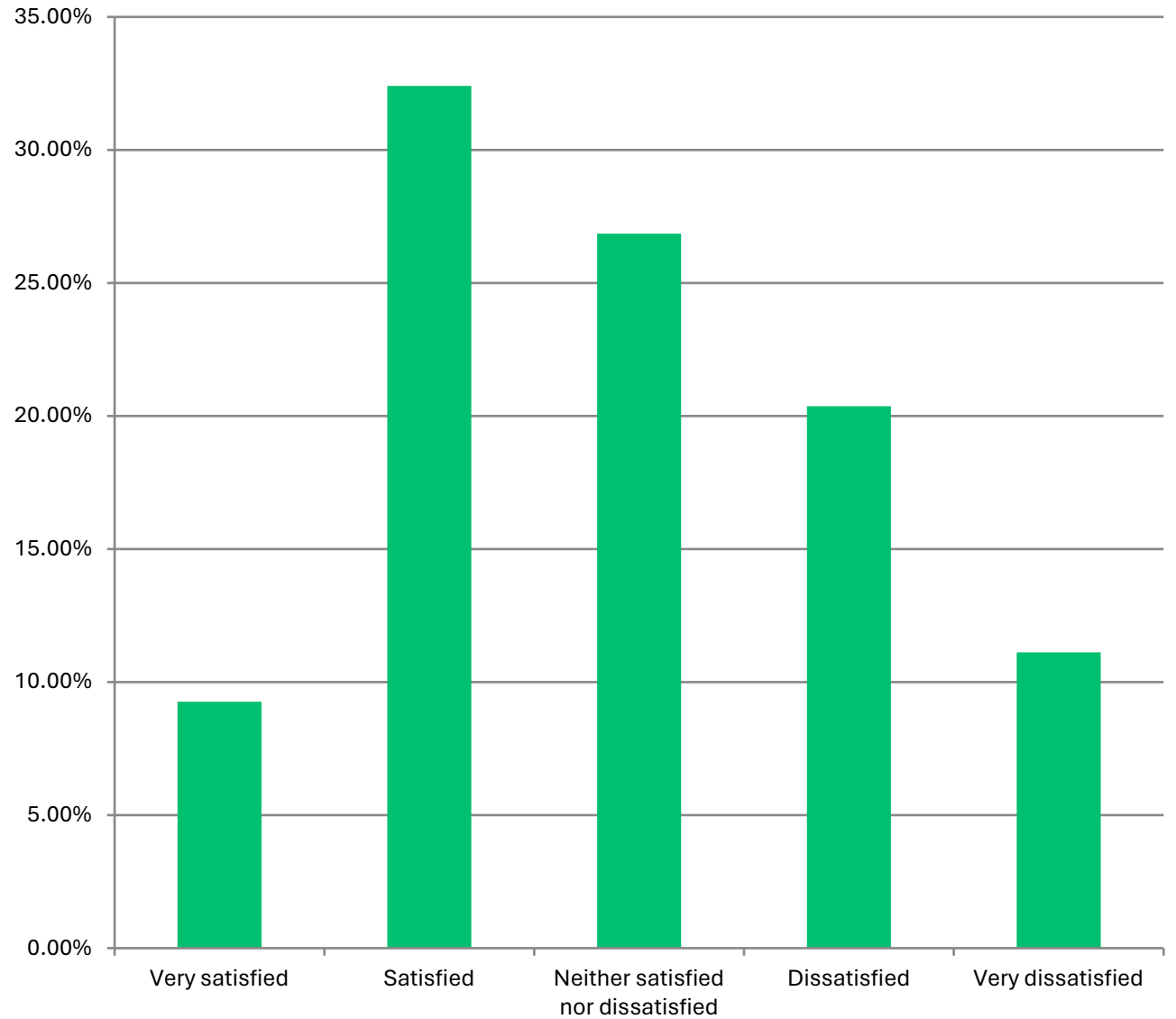
Is the city moving in the right direction?



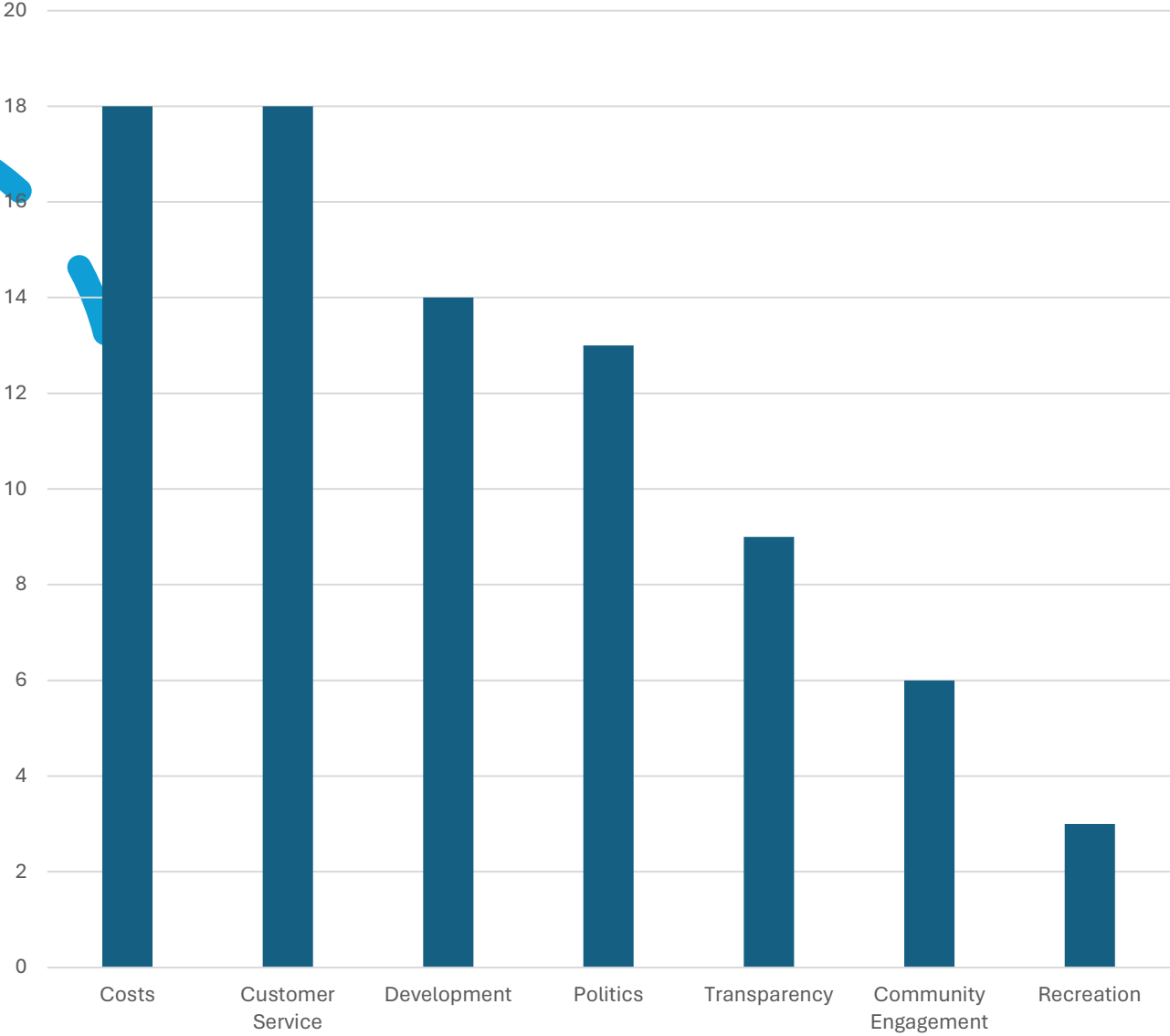
How often does the City do what you want it to do?



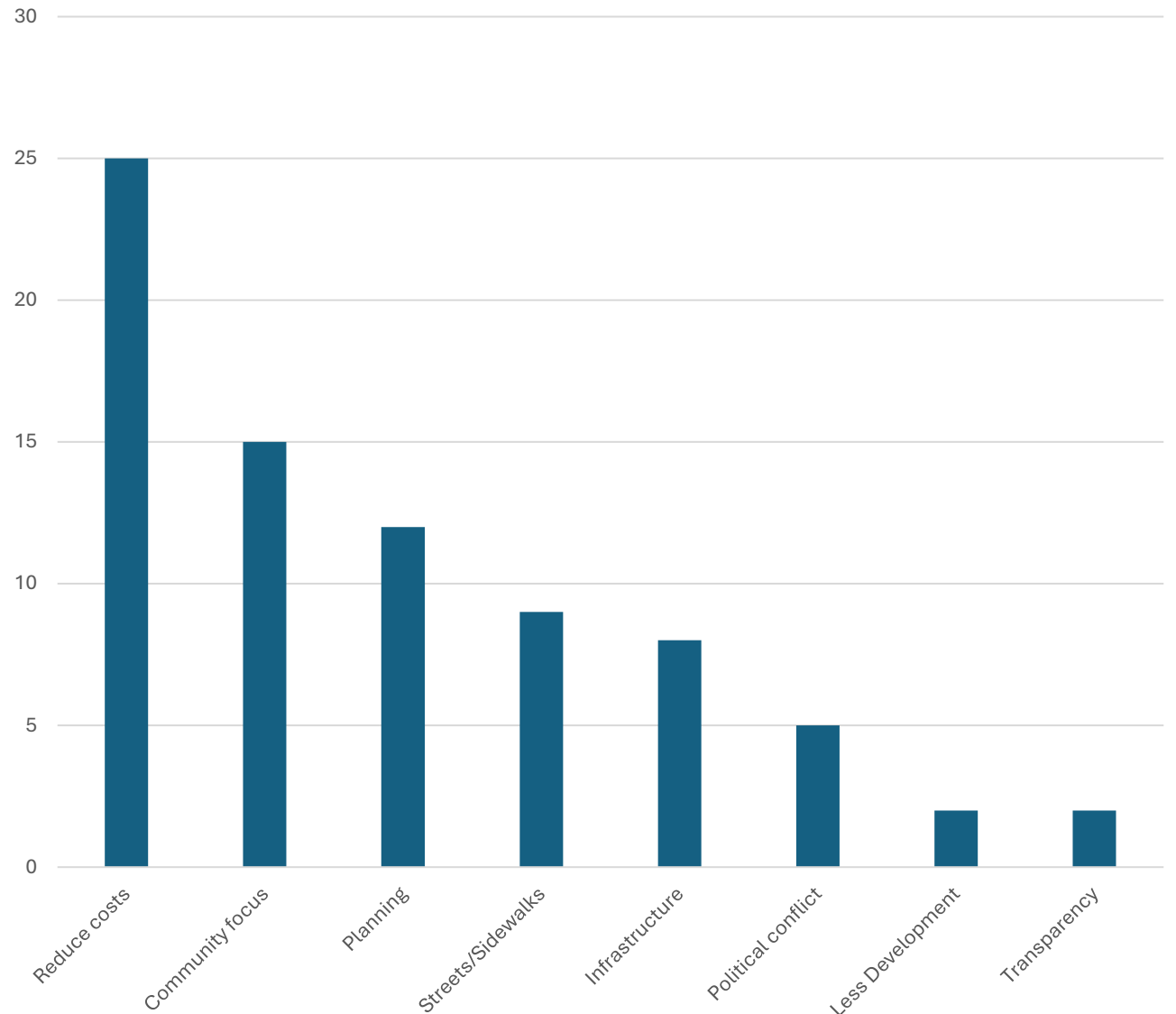
How satisfied are you with the city's government?



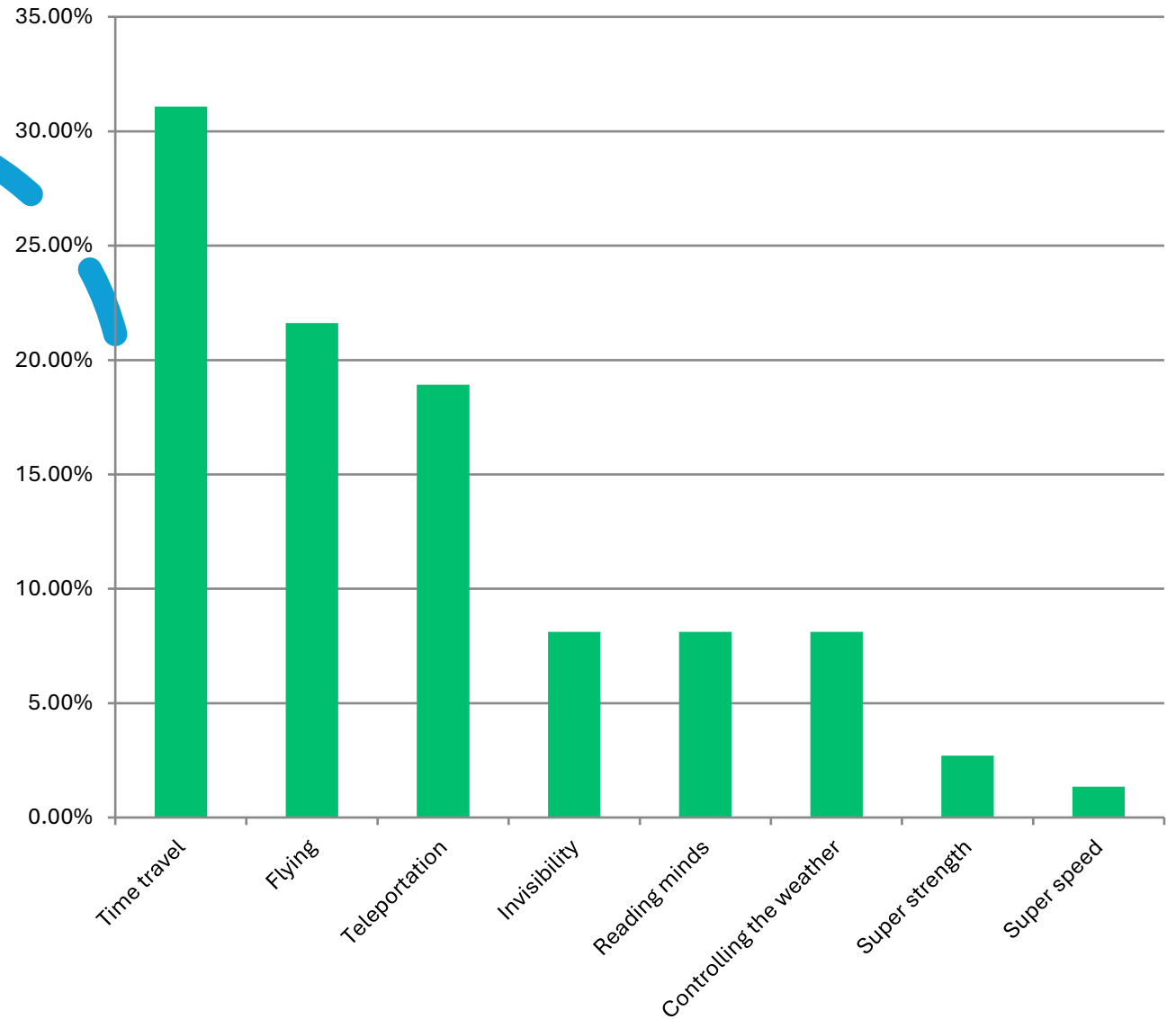
What changes would City of Stevenson have to make for you to give it a higher rating?



In your opinion, what is the single most important thing the City government can do to improve life in the City?



If you could have any superpower, which would it be?





City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council
From: Leana Kinley, City Administrator
RE: City Hall Hours
Meeting Date: April 18, 2024

Executive Summary:

City Hall began being open by appointment only on Fridays in October 2022 as a tool to improve productivity. These tools were prioritized during the strategic planning process. Staff are in the office, meetings are held, and the phones ring to direct extensions. Prior to the appointment only on Friday, City Hall was open Monday-Friday from 7:30am-5pm (47.5 hours). It is now open Monday -Thursday 7:30am-5pm (38 hours) and by appointment on Friday.

Overview:

Council discussed this matter at the January 18th and February 15th council meetings where a staff was directed to solicit feedback through a community survey.

From the survey, during office hours the needs are as follows:

- 68% of respondents ask a question.
- 34% apply for a permit.
- 52% report a nuisance.
- 17% pay a bill.

The times and days people are most available to conduct business with the city is mostly midday (10am-2pm) every day of the week. The next most requested time is afternoon (2-4pm) followed by a close tie between mornings (1-10am) and evenings (4-6pm). The lowest scoring days were Saturday and Sunday. During the week the highest scoring day was Monday and the lowest was Friday.

What is the expectation for the total number of hours City Hall is open? From here, a recommendation can be made for city hall office hours balancing the feedback of the community and workforce needs.

Action Needed:

Direction on the enclosed ordinance and level of service expectations.

**CITY OF STEVENSON, WASHINGTON
ORDINANCE NO. 2024-12XX**

**AN ORDINANCE OF THE CITY OF STEVENSON, WASHINGTON, CREATING SMC
CHAPTER 2.02 CITY HALL AND SMC 2.02.010 CITY HALL HOURS OF OPERATION**

WHEREAS, the City of Stevenson is required by RCW 35A.21.070 to establish City Hall office hours by ordinance; and

WHEREAS, the City wishes to balance the needs of the community and the needs of staff; and

WHEREAS, the response to a recent community survey offered insights to how and when the community accesses city services.

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

Section 1. Adoption. The Stevenson Municipal Code entitled "City Hall," codified as Stevenson Municipal Code (SMC) Title 2.02, is hereby added to read as follows:

Chapter 2.02 CITY HALL

2.02.010 CITY HALL HOURS OF OPERATION.

- A. City Hall shall generally be open for the transaction of business with the public from the hours of _____ a.m. to _____ p.m., Monday through _____ except on holidays occurring during the normal business week of the city as may be established by state law or actions of city council.
- B. For the purposes of this section, transaction of city business shall mean staff availability for direct contact by members of the public. Such hours may be modified by the mayor or designee on a temporary basis as a result of staffing shortage, emergency, inclement weather, or as needed.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall become effective following passage and publication as provided by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

Scott Anderson, Mayor

APPROVED AS TO FORM:

ATTEST:

Robert C. Muth
City Attorney

Leana Kinley, City Clerk



Applicant Resolution/Authorization

Organization Name (sponsor) City of Stevenson

Resolution No. or Document Name Resolution 2024-

Project(s) Number(s), and Name(s) Skamania County Courthouse Splash Pad

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Mayor Scott Anderson
Project contact (day-to-day administering of the grant and communicating with the RCO)	City Administrator Leana Kinley
RCO Grant Agreement (Agreement)	Mayor Scott Anderson
Agreement amendments	Mayor Scott Anderson
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Mayor Scott Anderson

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date _____

On File at: Stevenson City Hall, 7121 East Loop Road

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Stevenson City Hall Date: 4/25/2024

Washington State Attorney General's Office

Approved as to form *Brian Toller* _____ 2/13/2020 _____
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) City of Stevenson

Resolution No. or Document Name Resolution 2024-

Project(s) Number(s), and Name(s) Waterfront to Rock Creek Pathway Easement

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Mayor Scott Anderson
Project contact (day-to-day administering of the grant and communicating with the RCO)	Community Development Director Ben Shumaker
RCO Grant Agreement (Agreement)	Mayor Scott Anderson
Agreement amendments	Mayor Scott Anderson
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Mayor Scott Anderson

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date _____

On File at: Stevenson City Hall, 7121 East Loop Road

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Stevenson City Hall Date: 4/25/2024

Washington State Attorney General's Office

Approved as to form *Brian Toller* 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

TREASURER'S REPORT

Fund Totals

City Of Stevenson

Time: 16:36:20 Date: 04/12/2024

03/01/2024 To: 03/31/2024

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	1,552,201.63	59,516.69	95,937.07	1,515,781.25	22,192.02	24,757.39	0.00	1,562,730.66
010 General Reserve Fund	345,526.59	1,659.36		347,185.95	0.00	0.00	0.00	347,185.95
020 Fire Reserve Fund	1,911,385.40	8,429.90		1,919,815.30	0.00	0.00	0.00	1,919,815.30
030 ARPA	298,313.00	0.00		298,313.00	0.00	0.00	0.00	298,313.00
100 Street Fund	64,285.10	35,463.99	45,141.52	54,607.57	172.31	2,395.59	0.00	57,175.47
103 Tourism Promo & Develop Fund	1,448,913.60	27,808.34	36,527.11	1,440,194.83	0.00	-3.62	0.00	1,440,191.21
105 Affordable Housing Fund	17,670.42	0.00		17,670.42	0.00	0.00	0.00	17,670.42
107 HEALing SCARS Fund	10,246.39	0.00		10,246.39	0.00	0.00	0.00	10,246.39
300 Capital Improvement Fund	269,580.92	5,662.04		275,242.96	0.00	0.00	0.00	275,242.96
311 First Street	-10,865.58	0.00	684.60	-11,550.18	0.00	0.00	0.00	-11,550.18
313 Park Plaza Fund	-100,770.74	0.00	28,286.44	-129,057.18	0.00	0.00	0.00	-129,057.18
400 Water/Sewer Fund	1,945,564.54	211,033.69	152,607.81	2,003,990.42	10,534.68	5,751.87	-2,464.72	2,017,812.25
406 Wastewater Short Lived Asset Res. Fund	87,116.00	0.00		87,116.00	0.00	0.00	0.00	87,116.00
408 Wastewater Debt Reserve Fund	61,191.00	0.00		61,191.00	0.00	0.00	0.00	61,191.00
410 Wastewater System Upgrades	-973,425.99	631,461.39	672,641.46	-1,014,606.06	394,998.60	0.00	0.00	-619,607.46
420 Cascade Avenue Mitigation Fund	19,550.00	0.00		19,550.00	0.00	0.00	0.00	19,550.00
500 Equipment Service Fund	103,000.50	20,290.75	14,741.71	108,549.54	4,512.84	659.18	0.00	113,721.56
630 Stevenson Municipal Court	-43.25	339.58	296.33	0.00	0.00	0.00	0.00	0.00
	7,049,439.53	1,001,665.73	1,046,864.05	7,004,241.21	432,410.45	33,560.41	-2,464.72	7,467,747.35

TREASURER'S REPORT

Account Totals

City Of Stevenson

03/01/2024 To: 03/31/2024

Time: 16:36:20 Date: 04/12/2024

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	1,620,115.84	1,010,814.38	1,028,370.94	1,602,559.28	-1,391.87	465,970.86	2,067,138.27
10	Xpress Bill Pay	75,595.86	46,982.33	87,000.00	35,578.19	-1,072.85	0.00	34,505.34
11	Cash Drawer	100.00	0.00	0.00	100.00	0.00	0.00	100.00
12	Petty Cash	400.00	0.00	0.00	400.00	0.00	0.00	400.00
Total Cash:		1,696,211.70	1,057,796.71	1,115,370.94	1,638,637.47	-2,464.72	465,970.86	2,102,143.61
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	2,695,166.34	12,375.91	0.00	2,707,542.25	0.00	0.00	2,707,542.25
6	US Bank Safekeeping	2,658,061.49	0.00	0.00	2,658,061.49	0.00	0.00	2,658,061.49
Total Investments:		5,353,227.83	12,375.91	0.00	5,365,603.74	0.00	0.00	5,365,603.74
		7,049,439.53	1,070,172.62	1,115,370.94	7,004,241.21	-2,464.72	465,970.86	7,467,747.35

TREASURER'S REPORT
Fund Investments By Account

City Of Stevenson

03/01/2024 To: 03/31/2024

Time: 16:36:20 Date: 04/12/2024
Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	654,260.76		3,004.29	3,004.29		657,265.05
010 000 General Reserve Fund	125,070.01		574.31	574.31		125,644.32
020 000 Fire Reserve Fund	850,665.25		3,906.16	3,906.16		854,571.41
100 000 Street Fund	23,342.23		107.19	107.19		23,449.42
103 000 Tourism Promo & Develop Fund	794,573.19		3,648.59	3,648.59		798,221.78
300 000 Capital Improvement Fund	184,824.14		848.69	848.69		185,672.83
400 000 Water/Sewer Fund	18,380.07		84.40	84.40		18,464.47
500 000 Equipment Service Fund	44,050.69		202.28	202.28		44,252.97
5 - LGIP	<u>2,695,166.34</u>	<u>0.00</u>	<u>12,375.91</u>	<u>12,375.91</u>		<u>2,707,542.25</u>
001 000 General Expense Fund	785,791.93					785,791.93
010 000 General Reserve Fund	217,710.22					217,710.22
020 000 Fire Reserve Fund	907,665.45					907,665.45
100 000 Street Fund	25,441.74					25,441.74
103 000 Tourism Promo & Develop Fund	605,162.79					605,162.79
300 000 Capital Improvement Fund	57,499.88					57,499.88
500 000 Equipment Service Fund	34,193.51					34,193.51
6 - US Bank Safekeeping	<u>2,633,465.52</u>	<u>0.00</u>	<u>0.00</u>			<u>2,633,465.52</u>
	<u>5,328,631.86</u>	<u>0.00</u>	<u>12,375.91</u>	<u>12,375.91</u>		<u>5,341,007.77</u>

TREASURER'S REPORT

Fund Investment Totals

City Of Stevenson

03/01/2024 To: 03/31/2024

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	1,440,052.69		3,004.29	3,004.29		1,443,056.98	72,724.27
010 General Reserve Fund	342,780.23		574.31	574.31		343,354.54	3,831.41
020 Fire Reserve Fund	1,758,330.70		3,906.16	3,906.16		1,762,236.86	157,578.44
030 ARPA						0.00	298,313.00
100 Street Fund	48,783.97		107.19	107.19		48,891.16	5,716.41
103 Tourism Promo & Develop Fund	1,399,735.98		3,648.59	3,648.59		1,403,384.57	36,810.26
105 Affordable Housing Fund						0.00	17,670.42
107 HEALing SCARS Fund						0.00	10,246.39
300 Capital Improvement Fund	242,324.02		848.69	848.69		243,172.71	32,070.25
311 First Street						0.00	-11,550.18
313 Park Plaza Fund						0.00	-129,057.18
400 Water/Sewer Fund	18,380.07		84.40	84.40		18,464.47	1,985,525.95
406 Wastewater Short Lived Asset Res. Fund						0.00	87,116.00
408 Wastewater Debt Reserve Fund						0.00	61,191.00
410 Wastewater System Upgrades						0.00	-1,014,606.06
420 Cascade Avenue Mitigation Fund						0.00	19,550.00
500 Equipment Service Fund	78,244.20		202.28	202.28		78,446.48	30,103.06
	<u>5,328,631.86</u>		<u>12,375.91</u>	<u>12,375.91</u>		<u>5,341,007.77</u>	<u>1,663,233.44</u>

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

7,004,241.21

TREASURER'S REPORT

Outstanding Vouchers

03/01/2024 To: 03/31/2024

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City Of Stevenson

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	781	03/28/2024	Tr Rec	1		Building Permit Customer	100.00	Wes Huston Hydrant Meter Rental 03/28/2024
2024	810	03/28/2024	Tr Rec	1		Baker Road Automotive	100.00	Jesse Renville Baker Road Hydrant Meter Rental 03/2
2024	815	03/31/2024	Util Pay	1		Xpress Billpay	605.65	Xpress Import - CC - 03-29-2024__daily_batch.csv
2024	817	03/31/2024	Util Pay	1		Xpress Billpay	586.22	Xpress Import - CC - 03-30-2024__daily_batch.csv
Receipts Outstanding:							1,391.87	
2024	807	03/29/2024	Payroll	1	EFT	HRA VEBA Trust Contributions	600.00	Pay Cycle(s) 03/29/2024 To 03/29/2024 - HRA VEBA
2024	805	03/29/2024	Payroll	1	EFT	Colonial Life	110.97	Pay Cycle(s) 03/29/2024 To 03/29/2024 - Disability; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Life Insurance
2024	808	03/29/2024	Payroll	1	EFT	State of WA Dept of Social & Health Serv	738.43	Pay Cycle(s) 03/29/2024 To 03/29/2024 - WA Child Support
2024	811	03/29/2024	Payroll	1	EFT	EFTPS Tax Payment	27,571.25	941 Deposit for Pay Cycle(s) 03/29/2024 - 03/29/2024
2024	806	03/29/2024	Payroll	1	EFT	Department of Retirement Systems	3,647.62	Pay Cycle(s) 03/29/2024 To 03/29/2024 - PERS2; Pay Cycle(s) 03/29/2024 To 03/29/2024 - DCP
2024	779	03/29/2024	Claims	1	EFT	US Postmaster	252.44	Utility Bills 03/31/2024
2023	3215	12/11/2023	Payroll	1	17420	Sean M Hietpas	814.53	2023 Volunteer FF Pay
2023	3219	12/11/2023	Payroll	1	17424	Jacob Ledesma	9.23	2023 Volunteer FF Pay
2024	664	03/21/2024	Claims	1	17650	AHart Associates Inc	3,008.22	Strategic Planning and Supplies
2024	665	03/21/2024	Claims	1	17651	Ajax Northwest LLC	394,998.60	Construction WWTP Phase 2-Feb 2024; Construction WWTP Phase 2-Jan 2024
2024	668	03/21/2024	Claims	1	17654	Azteca Systems Holdings, LLC	616.00	City works
2024	673	03/21/2024	Claims	1	17659	CenturyLink	167.89	February 2024 Statement; February 2024 Statement
2024	674	03/21/2024	Claims	1	17660	Centurylink Comm Inc	47.39	Sewer Telephon Statement 02/19/2024
2024	679	03/21/2024	Claims	1	17665	Columbia Hardware Inc	1,487.49	February 2024 Statement
2024	681	03/21/2024	Claims	1	17667	DCG/Watershed, Inc.	8,449.06	Parks Plan Grant
2024	685	03/21/2024	Claims	1	17671	Evergreen Rural Water of Washington	800.00	Class Registration Centrifugal Pumps for Five Attendees
2024	695	03/21/2024	Claims	1	17681	NCL of Wisconsin Inc	79.46	PH Buffer
2024	697	03/21/2024	Claims	1	17683	One Call Concepts Inc	21.06	February 2024 Statement
2024	703	03/21/2024	Claims	1	17689	John L Rosander	389.76	Reimbursement Waste Water Class Exam Prep Travel
2024	705	03/21/2024	Claims	1	17691	John P Schulze	237.00	Reimbursement for Water Treatment Test Prep Course Travel
2024	708	03/21/2024	Claims	1	17694	Skamania County Building Division	1,446.44	February 2024 Passthrough County Building Permit Fees
2024	711	03/21/2024	Claims	1	17697	Skamania County District Court	954.35	2023 Jury Management Costs

TREASURER'S REPORT

Outstanding Vouchers

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City Of Stevenson

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	713	03/21/2024	Claims	1	17699	Skamania County Probation	889.46	February 2024 Probation Costs
2024	724	03/21/2024	Claims	1	17710	US Bank	18,028.89	March 2024 Statement Card 4631; Statement 03/06/2024 Card 8023; Statement 03/06/2024 Card 2311
2024	726	03/21/2024	Claims	1	17712	Verizon Wireless	111.94	February 2024 Cell phone charges
2024	728	03/21/2024	Claims	1	17714	Wapiti Aerial Service Inc	425.00	Non Insulated Bucket Truck Inspection
2024	809	03/29/2024	Payroll	1	17719	WGAP Washington Gorge Action Program	68.38	Pay Cycle(s) 03/29/2024 To 03/29/2024 - Food Bank
							465,970.86	
2024	812	03/31/2024	Util Pay	10		Xpress Billpay	322.34	Xpress Import - EFT - 03-28-2024__daily_batch.csv
2024	813	03/31/2024	Util Pay	10		Xpress Billpay	15.34	Xpress Import - Metavante - 03-28-2024__daily_batch.csv
2024	814	03/31/2024	Util Pay	10		Xpress Billpay	100.00	Xpress Import - iPay - 03-28-2024__daily_batch.csv
2024	816	03/31/2024	Util Pay	10		Xpress Billpay	382.94	Xpress Import - EFT - 03-29-2024__daily_batch.csv
2024	818	03/31/2024	Util Pay	10		Xpress Billpay	252.23	Xpress Import - EFT - 03-30-2024__daily_batch.csv
Receipts Outstanding:							1,072.85	
							465,970.86	

Fund	Claims	Payroll	Total
001 General Expense Fund	22,192.02	24,757.39	46,949.41
100 Street Fund	172.31	2,395.59	2,567.90
103 Tourism Promo & Develop Fund	0.00	-3.62	-3.62
400 Water/Sewer Fund	10,534.68	5,751.87	16,286.55
410 Wastewater System Upgrades	394,998.60	0.00	394,998.60
500 Equipment Service Fund	4,512.84	659.18	5,172.02
	432,410.45	33,560.41	465,970.86

TREASURER'S REPORT

Signature Page

City Of Stevenson

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We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
City Administrator / Date Deputy Clerk-Treasurer / Date

2024 BUDGET POSITION

City Of Stevenson

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001 General Expense Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
100 Unreserved	930,756.45	0.00	1,499,109.80	(568,353.35)	161.1%
102 Unemployment Reserve	33,413.82	0.00	33,414.00	(0.18)	100.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	0.00	100.0%
308 Beginning Balances	1,015,305.40	0.00	1,583,658.93	(568,353.53)	156.0%
311 Property Tax	551,865.92	19,851.78	24,661.03	527,204.89	4.5%
313 Sales Tax	480,000.00	24,443.48	92,793.23	387,206.77	19.3%
316 Utility Tax	32,000.00	408.72	32,344.26	(344.26)	101.1%
317 Other Tax	16,000.00	1,013.99	9,638.81	6,361.19	60.2%
310 Taxes	1,079,865.92	45,717.97	159,437.33	920,428.59	14.8%
321 Licenses	2,900.00	800.00	1,984.99	915.01	68.4%
322 Permits	0.00	0.00	5.00	(5.00)	0.0%
320 Licenses & Permits	2,900.00	800.00	1,989.99	910.01	68.6%
330 Grants	25,000.00	0.00	42,212.49	(17,212.49)	168.8%
335 State Shared	11,000.00	0.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments &	19,657.15	1,699.16	5,996.37	13,660.78	30.5%
337 Interlocal Loan Repayments	20,200.00	0.00	0.00	20,200.00	0.0%
330 Intergovernmental Revenues	75,857.15	1,699.16	48,208.86	27,648.29	63.6%
341 Admin, Printing & Probation Fees	290,445.71	889.46	2,579.19	287,866.52	0.9%
342 Fire District 2	19,620.00	0.00	20,856.67	(1,236.67)	106.3%
345 Planning	4,500.00	1,305.00	1,655.00	2,845.00	36.8%
376 Parks	0.00	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	314,565.71	2,194.46	25,090.86	289,474.85	8.0%
350 Fines & Penalties	12,700.00	833.08	1,871.46	10,828.54	14.7%
000	0.00	0.00	50.00	(50.00)	0.0%
100 General Interest Income	5,500.00	7,156.25	14,973.83	(9,473.83)	272.3%
376 Parks	2,500.00	0.00	0.00	2,500.00	0.0%
360 Interest & Other Earnings	8,000.00	7,156.25	15,023.83	(7,023.83)	187.8%
380 Non Revenues	0.00	1,115.77	2,937.11	(2,937.11)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	2,509,194.18	59,516.69	1,838,218.37	670,975.81	73.3%
Expenditures	Amt Budgeted	March	YTD	Remaining	
511 Legislative	37,000.00	1,897.95	5,322.98	31,677.02	14.4%
512 Judicial	60,510.00	4,463.71	11,943.56	48,566.44	19.7%
513 Executive	153,889.18	10,005.44	31,194.42	122,694.76	20.3%
514 Financial, Recording & Elections	142,465.57	8,259.17	36,165.71	106,299.86	25.4%
515 Legal Services	16,500.00	1,765.00	2,620.00	13,880.00	15.9%
517 Employee Benefit Programs	10,525.00	0.00	0.00	10,525.00	0.0%
518 Centralized Services	122,173.32	8,101.33	60,757.66	61,415.66	49.7%
521 Law Enforcement	278,860.00	23,052.71	69,949.21	208,910.79	25.1%
202 Fire Department	167,207.50	10,414.63	35,622.62	131,584.88	21.3%
203 Fire District 2	90,750.00	1,160.26	18,325.63	72,424.37	20.2%
522 Fire Control	257,957.50	11,574.89	53,948.25	204,009.25	20.3%

2024 BUDGET POSITION

City Of Stevenson

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001 General Expense Fund

Expenditures	Amt Budgeted	March	YTD	Remaining	
528 Dispatch Services					
528 Dispatch Services	6,000.00	3,243.96	3,243.96	2,756.04	54.1%
553 Conservation	500.00	449.00	449.00	51.00	89.8%
560 Planning	297,398.75	21,709.36	45,975.45	251,423.30	15.5%
570 Economic Development	27,685.00	0.00	0.00	27,685.00	0.0%
558 Planning & Community Devel	325,083.75	21,709.36	45,975.45	279,108.30	14.1%
562 Public Health	10,000.00	0.00	0.00	10,000.00	0.0%
565 Welfare	10,000.00	0.00	0.00	10,000.00	0.0%
566 Substance Abuse	150.00	0.00	52.71	97.29	35.1%
573 Cultural & Community Activities	500.00	239.11	336.04	163.96	67.2%
576 Park Facilities	70,392.00	2,091.27	3,489.19	66,902.81	5.0%
580 Non Expenditures	0.00	(915.83)	(3,011.02)	3,011.02	0.0%
597 Interfund Transfers	25,000.00	0.00	0.00	25,000.00	0.0%
100 Unreserved	897,138.73	0.00	0.00	897,138.73	0.0%
102 Unemployment Reserve	33,414.00	0.00	0.00	33,414.00	0.0%
104 Custodial Reserve	51,135.13	0.00	0.00	51,135.13	0.0%
999 Ending Balance	981,687.86	0.00	0.00	981,687.86	0.0%
Fund Expenditures:	2,509,194.18	95,937.07	322,437.12	2,186,757.06	12.9%
Fund Excess/(Deficit):	0.00	(36,420.38)	1,515,781.25		

2024 BUDGET POSITION

City Of Stevenson

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010 General Reserve Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	335,258.75	0.00	344,042.65	(8,783.90)	102.6%
360 Interest & Other Earnings	0.00	1,659.36	3,143.30	(3,143.30)	0.0%
Fund Revenues:	335,258.75	1,659.36	347,185.95	(11,927.20)	103.6%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	335,258.75	0.00	0.00	335,258.75	0.0%
Fund Expenditures:	335,258.75	0.00	0.00	335,258.75	0.0%
Fund Excess/(Deficit):	0.00	1,659.36	347,185.95		

2024 BUDGET POSITION

City Of Stevenson

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020 Fire Reserve Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	1,778,960.29	0.00	1,902,519.12	(123,558.83)	106.9%
360 Interest & Other Earnings	0.00	8,429.90	17,296.18	(17,296.18)	0.0%
397 Interfund Transfers	25,000.00	0.00	0.00	25,000.00	0.0%
Fund Revenues:	1,803,960.29	8,429.90	1,919,815.30	(115,855.01)	106.4%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	1,803,960.29	0.00	0.00	1,803,960.29	0.0%
Fund Expenditures:	1,803,960.29	0.00	0.00	1,803,960.29	0.0%
Fund Excess/(Deficit):	0.00	8,429.90	1,919,815.30		

2024 BUDGET POSITION

City Of Stevenson

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030 ARPA

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	298,313.00	0.00	298,313.00	0.00	100.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	298,313.00	0.00	298,313.00	0.00	100.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	298,313.00	0.00	0.00	298,313.00	0.0%
Fund Expenditures:	298,313.00	0.00	0.00	298,313.00	0.0%
Fund Excess/(Deficit):	0.00	0.00	298,313.00		

2024 BUDGET POSITION

City Of Stevenson

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100 Street Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	268,025.50	0.00	81,567.58	186,457.92	30.4%
313 Sales Tax	458,000.00	22,568.04	85,925.26	372,074.74	18.8%
316 Utility Tax	70,000.00	6,738.07	17,118.95	52,881.05	24.5%
310 Taxes	528,000.00	29,306.11	103,044.21	424,955.79	19.5%
320 Licenses & Permits	600.00	166.00	416.00	184.00	69.3%
330 Grants	77,085.85	0.00	0.00	77,085.85	0.0%
336 State Entitlements, Impact Payments &	41,958.50	5,757.89	9,905.42	32,053.08	23.6%
330 Intergovernmental Revenues	119,044.35	5,757.89	9,905.42	109,138.93	8.3%
360 Interest & Other Earnings	0.00	233.99	774.43	(774.43)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	915,669.85	35,463.99	195,707.64	719,962.21	21.4%
Expenditures	Amt Budgeted	March	YTD	Remaining	
542 Roadway	395,190.43	25,759.06	47,793.04	347,397.39	12.1%
543 Stormwater	34,330.00	3,189.62	11,956.01	22,373.99	34.8%
545 Lights, Signs, Paths, Landscaping	39,150.00	5,961.21	8,623.50	30,526.50	22.0%
546 Snow Removal	34,957.00	668.87	20,907.97	14,049.03	59.8%
542 Streets - Maintenance	503,627.43	35,578.76	89,280.52	414,346.91	17.7%
543 Streets Admin & Overhead	156,296.63	9,562.76	45,794.27	110,502.36	29.3%
544 Road & Street Operations	25,000.00	0.00	6,025.28	18,974.72	24.1%
566 Substance Abuse	0.00	0.00	0.00	0.00	0.0%
594 Capital Expenditures	145,000.00	0.00	0.00	145,000.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	85,745.79	0.00	0.00	85,745.79	0.0%
Fund Expenditures:	915,669.85	45,141.52	141,100.07	774,569.78	15.4%
Fund Excess/(Deficit):	0.00	(9,677.53)	54,607.57		

2024 BUDGET POSITION

City Of Stevenson

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103 Tourism Promo & Develop Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	862,978.52	0.00	1,384,100.01	(521,121.49)	160.4%
310 Taxes	487,190.00	21,143.66	92,071.34	395,118.66	18.9%
360 Interest & Other Earnings	0.00	6,664.68	14,794.18	(14,794.18)	0.0%
Fund Revenues:	1,350,168.52	27,808.34	1,490,965.53	(140,797.01)	110.4%
Expenditures	Amt Budgeted	March	YTD	Remaining	
573 Cultural & Community Activities	477,139.30	13,232.11	27,475.70	449,663.60	5.8%
594 Capital Expenditures	10,000.00	23,295.00	23,295.00	(13,295.00)	233.0%
597 Interfund Transfers	332,252.00	0.00	0.00	332,252.00	0.0%
999 Ending Balance	530,777.22	0.00	0.00	530,777.22	0.0%
Fund Expenditures:	1,350,168.52	36,527.11	50,770.70	1,299,397.82	3.8%
Fund Excess/(Deficit):	0.00	(8,718.77)	1,440,194.83		

2024 BUDGET POSITION

City Of Stevenson

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105 Affordable Housing Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	17,435.11	0.00	17,455.62	(20.51)	100.1%
310 Taxes	5,000.00	0.00	214.80	4,785.20	4.3%
Fund Revenues:	22,435.11	0.00	17,670.42	4,764.69	78.8%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	22,435.11	0.00	0.00	22,435.11	0.0%
Fund Expenditures:	22,435.11	0.00	0.00	22,435.11	0.0%
Fund Excess/(Deficit):	0.00	0.00	17,670.42		

2024 BUDGET POSITION

City Of Stevenson

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107 HEALing SCARS Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	10,190.57	0.00	10,246.39	(55.82)	100.5%
360 Interest & Other Earnings	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	10,190.57	0.00	10,246.39	(55.82)	100.5%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	10,190.57	0.00	0.00	10,190.57	0.0%
Fund Expenditures:	10,190.57	0.00	0.00	10,190.57	0.0%
Fund Excess/(Deficit):	0.00	0.00	10,246.39		

2024 BUDGET POSITION

City Of Stevenson

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300 Capital Improvement Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	205,190.20	0.00	265,030.70	(59,840.50)	129.2%
310 Taxes	20,000.00	4,526.77	7,348.27	12,651.73	36.7%
360 Interest & Other Earnings	0.00	1,135.27	2,863.99	(2,863.99)	0.0%
Fund Revenues:	225,190.20	5,662.04	275,242.96	(50,052.76)	122.2%
Expenditures	Amt Budgeted	March	YTD	Remaining	
597 Interfund Transfers	19,699.00	0.00	0.00	19,699.00	0.0%
999 Ending Balance	205,491.20	0.00	0.00	205,491.20	0.0%
Fund Expenditures:	225,190.20	0.00	0.00	225,190.20	0.0%
Fund Excess/(Deficit):	0.00	5,662.04	275,242.96		

2024 BUDGET POSITION

City Of Stevenson

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311 First Street

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	884,186.00	0.00	0.00	884,186.00	0.0%
397 Interfund Transfers	19,699.00	0.00	0.00	19,699.00	0.0%
Fund Revenues:	903,885.00	0.00	0.00	903,885.00	0.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
594 Capital Expenditures	903,885.00	684.60	11,550.18	892,334.82	1.3%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	903,885.00	684.60	11,550.18	892,334.82	1.3%
Fund Excess/(Deficit):	0.00	(684.60)	(11,550.18)		

2024 BUDGET POSITION

City Of Stevenson

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312 Columbia Ave

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	0.00	0.00	(19,620.00)	19,620.00	0.0%
330 Intergovernmental Revenues	0.00	0.00	19,620.00	(19,620.00)	0.0%
Fund Revenues:	0.00	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00	0.00		

2024 BUDGET POSITION

City Of Stevenson

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313 Park Plaza Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	0.00	0.00	(82,612.07)	82,612.07	0.0%
330 Intergovernmental Revenues	50,000.00	0.00	0.00	50,000.00	0.0%
397 Interfund Transfers	332,252.00	0.00	0.00	332,252.00	0.0%
Fund Revenues:	382,252.00	0.00	(82,612.07)	464,864.07	21.6%
Expenditures	Amt Budgeted	March	YTD	Remaining	
576 Park Facilities	0.00	0.00	0.00	0.00	0.0%
594 Capital Expenditures	382,252.00	28,286.44	46,445.11	335,806.89	12.2%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	382,252.00	28,286.44	46,445.11	335,806.89	12.2%
Fund Excess/(Deficit):	0.00	(28,286.44)	(129,057.18)		

2024 BUDGET POSITION

City Of Stevenson

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400 Water/Sewer Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
400 Water/Sewer	1,446,600.22	0.00	1,050,601.86	395,998.36	72.6%
401 Water	575,571.75	0.00	607,546.75	(31,975.00)	105.6%
402 Sewer	225,830.18	0.00	247,035.18	(21,205.00)	109.4%
308 Beginning Balances	2,248,002.15	0.00	1,905,183.79	342,818.36	84.8%
343 Water	0.00	67.00	67.00	(67.00)	0.0%
344 Sewer	0.00	17.00	67.00	(67.00)	0.0%
320 Licenses & Permits	0.00	84.00	134.00	(134.00)	0.0%
343 Water	873,361.25	67,654.94	200,858.75	672,502.50	23.0%
344 Sewer	1,520,609.34	124,694.06	365,838.45	1,154,770.89	24.1%
340 Charges For Goods & Services	2,393,970.59	192,349.00	566,697.20	1,827,273.39	23.7%
343 Water	46,674.00	6,105.29	6,105.29	40,568.71	13.1%
344 Sewer	56,532.00	12,411.00	18,684.00	37,848.00	33.1%
400 Water/Sewer	4,000.00	84.40	247.00	3,753.00	6.2%
360 Interest & Other Earnings	107,206.00	18,600.69	25,036.29	82,169.71	23.4%
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	4,749,178.74	211,033.69	2,497,051.28	2,252,127.46	52.6%
Expenditures	Amt Budgeted	March	YTD	Remaining	
534 Water Utilities	931,036.15	59,542.25	206,396.96	724,639.19	22.2%
535 Sewer	1,192,732.10	74,835.46	262,058.04	930,674.06	22.0%
534 Water	60,738.17	18,079.38	18,079.38	42,658.79	29.8%
535 Sewer	82,249.18	0.00	0.00	82,249.18	0.0%
591 Debt Service	142,987.35	18,079.38	18,079.38	124,907.97	12.6%
534 Water	170,464.80	150.72	6,526.48	163,938.32	3.8%
535 Sewer	150,000.00	0.00	0.00	150,000.00	0.0%
594 Capital Expenditures	320,464.80	150.72	6,526.48	313,938.32	2.0%
597 Interfund Transfers	1,020,922.90	0.00	0.00	1,020,922.90	0.0%
400 Water/Sewer	446,427.51	0.00	0.00	446,427.51	0.0%
401 Water	562,245.75	0.00	0.00	562,245.75	0.0%
402 Sewer	132,362.18	0.00	0.00	132,362.18	0.0%
999 Ending Balance	1,141,035.44	0.00	0.00	1,141,035.44	0.0%
Fund Expenditures:	4,749,178.74	152,607.81	493,060.86	4,256,117.88	10.4%
Fund Excess/(Deficit):	0.00	58,425.88	2,003,990.42		

2024 BUDGET POSITION

City Of Stevenson

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406 Wastewater Short Lived Asset Res. Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	87,116.00	0.00	87,116.00	0.00	100.0%
397 Interfund Transfers	21,779.00	0.00	0.00	21,779.00	0.0%
Fund Revenues:	108,895.00	0.00	87,116.00	21,779.00	80.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	108,895.00	0.00	0.00	108,895.00	0.0%
Fund Expenditures:	108,895.00	0.00	0.00	108,895.00	0.0%
Fund Excess/(Deficit):	0.00	0.00	87,116.00		

2024 BUDGET POSITION

City Of Stevenson

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408 Wastewater Debt Reserve Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	61,191.00	0.00	61,191.00	0.00	100.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	61,191.00	0.00	61,191.00	0.00	100.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	61,191.00	0.00	0.00	61,191.00	0.0%
Fund Expenditures:	61,191.00	0.00	0.00	61,191.00	0.0%
Fund Excess/(Deficit):	0.00	0.00	61,191.00		

2024 BUDGET POSITION

City Of Stevenson

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410 Wastewater System Upgrades

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	(1,080,600.53)	0.00	(759,760.33)	(320,840.20)	70.3%
330 Intergovernmental Revenues	4,771,374.53	550,270.09	550,270.09	4,221,104.44	11.5%
390 Other Financing Sources	2,672,048.05	81,191.30	251,853.11	2,420,194.94	9.4%
397 Interfund Transfers	999,143.90	0.00	0.00	999,143.90	0.0%
Fund Revenues:	7,361,965.95	631,461.39	42,362.87	7,319,603.08	0.6%
Expenditures	Amt Budgeted	March	YTD	Remaining	
591 Debt Service	0.00	2,207.54	2,207.54	(2,207.54)	0.0%
594 Capital Expenditures	7,361,965.95	670,433.92	1,054,761.39	6,307,204.56	14.3%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	7,361,965.95	672,641.46	1,056,968.93	6,304,997.02	14.4%
Fund Excess/(Deficit):	0.00	(41,180.07)	(1,014,606.06)		

2024 BUDGET POSITION

City Of Stevenson

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420 Cascade Avenue Mitigation Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	19,550.00	0.00	19,550.00	0.00	100.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	19,550.00	0.00	19,550.00	0.00	100.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
999 Ending Balance	19,550.00	0.00	0.00	19,550.00	0.0%
Fund Expenditures:	19,550.00	0.00	0.00	19,550.00	0.0%
Fund Excess/(Deficit):	0.00	0.00	19,550.00		

2024 BUDGET POSITION

City Of Stevenson

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500 Equipment Service Fund

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	85,317.74	0.00	84,171.92	1,145.82	98.7%
340 Charges For Goods & Services	220,000.00	19,918.06	71,178.86	148,821.14	32.4%
360 Interest & Other Earnings	0.00	372.69	818.06	(818.06)	0.0%
390 Other Financing Sources	450,000.00	0.00	0.00	450,000.00	0.0%
Fund Revenues:	755,317.74	20,290.75	156,168.84	599,148.90	20.7%
Expenditures	Amt Budgeted	March	YTD	Remaining	
548 Public Works - Centralized Services	176,272.10	14,741.71	47,619.30	128,652.80	27.0%
591 Debt Service	29,000.00	0.00	0.00	29,000.00	0.0%
594 Capital Expenditures	530,000.00	0.00	0.00	530,000.00	0.0%
999 Ending Balance	20,045.64	0.00	0.00	20,045.64	0.0%
Fund Expenditures:	755,317.74	14,741.71	47,619.30	707,698.44	6.3%
Fund Excess/(Deficit):	0.00	5,549.04	108,549.54		

2024 BUDGET POSITION

City Of Stevenson

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630 Stevenson Municipal Court

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	339.58	581.47	(581.47)	0.0%
Fund Revenues:	0.00	339.58	581.47	(581.47)	0.0%
Expenditures	Amt Budgeted	March	YTD	Remaining	
580 Non Expenditures	0.00	296.33	581.47	(581.47)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	296.33	581.47	(581.47)	0.0%
Fund Excess/(Deficit):	0.00	43.25	0.00		

2024 BUDGET POSITION TOTALS

City Of Stevenson

Months: 01 To: 03

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Fund	Revenue	March	Received		Expenditures	March	Spent	
001 General Expense Fund	2,509,194.18	59,516.69	1,838,218.37	73.3%	2,509,194.18	95,937.07	322,437.12	12.9%
010 General Reserve Fund	335,258.75	1,659.36	347,185.95	103.6%	335,258.75	0.00	0.00	0.0%
020 Fire Reserve Fund	1,803,960.29	8,429.90	1,919,815.30	106.4%	1,803,960.29	0.00	0.00	0.0%
030 ARPA	298,313.00	0.00	298,313.00	100.0%	298,313.00	0.00	0.00	0.0%
100 Street Fund	915,669.85	35,463.99	195,707.64	21.4%	915,669.85	45,141.52	141,100.07	15.4%
103 Tourism Promo & Develop Fund	1,350,168.52	27,808.34	1,490,965.53	110.4%	1,350,168.52	36,527.11	50,770.70	3.8%
105 Affordable Housing Fund	22,435.11	0.00	17,670.42	78.8%	22,435.11	0.00	0.00	0.0%
107 HEALing SCARS Fund	10,190.57	0.00	10,246.39	100.5%	10,190.57	0.00	0.00	0.0%
300 Capital Improvement Fund	225,190.20	5,662.04	275,242.96	122.2%	225,190.20	0.00	0.00	0.0%
311 First Street	903,885.00	0.00	0.00	0.0%	903,885.00	684.60	11,550.18	1.3%
312 Columbia Ave	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
313 Park Plaza Fund	382,252.00	0.00	-82,612.07	-21.6%	382,252.00	28,286.44	46,445.11	12.2%
400 Water/Sewer Fund	4,749,178.74	211,033.69	2,497,051.28	52.6%	4,749,178.74	152,607.81	493,060.86	10.4%
406 Wastewater Short Lived Asset Res. Fund	108,895.00	0.00	87,116.00	80.0%	108,895.00	0.00	0.00	0.0%
408 Wastewater Debt Reserve Fund	61,191.00	0.00	61,191.00	100.0%	61,191.00	0.00	0.00	0.0%
410 Wastewater System Upgrades	7,361,965.95	631,461.39	42,362.87	0.6%	7,361,965.95	672,641.46	1,056,968.93	14.4%
420 Cascade Avenue Mitigation Fund	19,550.00	0.00	19,550.00	100.0%	19,550.00	0.00	0.00	0.0%
500 Equipment Service Fund	755,317.74	20,290.75	156,168.84	20.7%	755,317.74	14,741.71	47,619.30	6.3%
630 Stevenson Municipal Court	0.00	339.58	581.47	0.0%	0.00	296.33	581.47	0.0%
	<u>21,812,615.90</u>	<u>1,001,665.73</u>	<u>9,174,774.95</u>	<u>42.1%</u>	<u>21,812,615.90</u>	<u>1,046,864.05</u>	<u>2,170,533.74</u>	<u>10.0%</u>

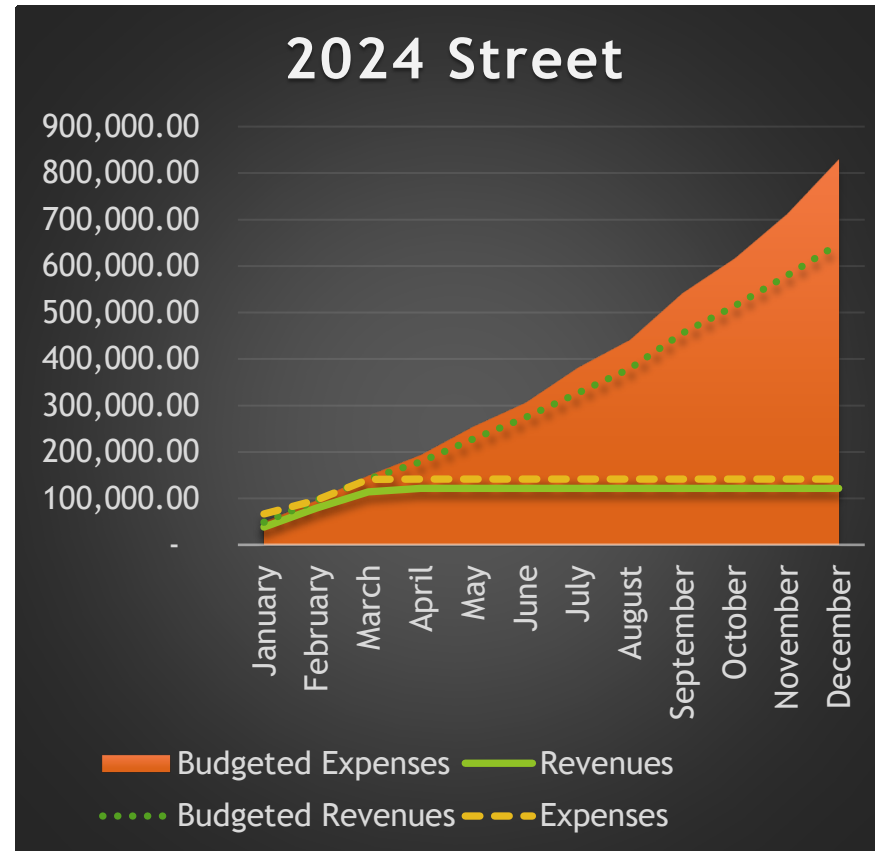
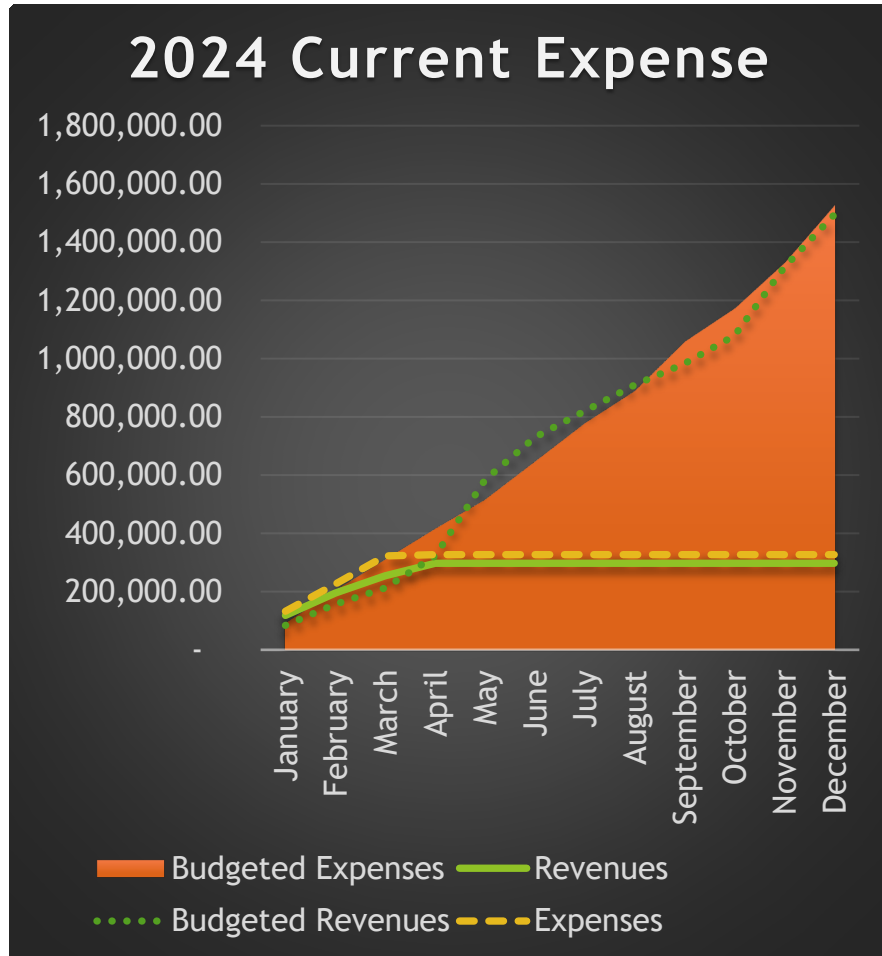
City of Stevenson

Q1 2024 Financial Report

Sales and Property Tax Dependent Funds

Current Expense revenues and expenses are trending in line with budget.

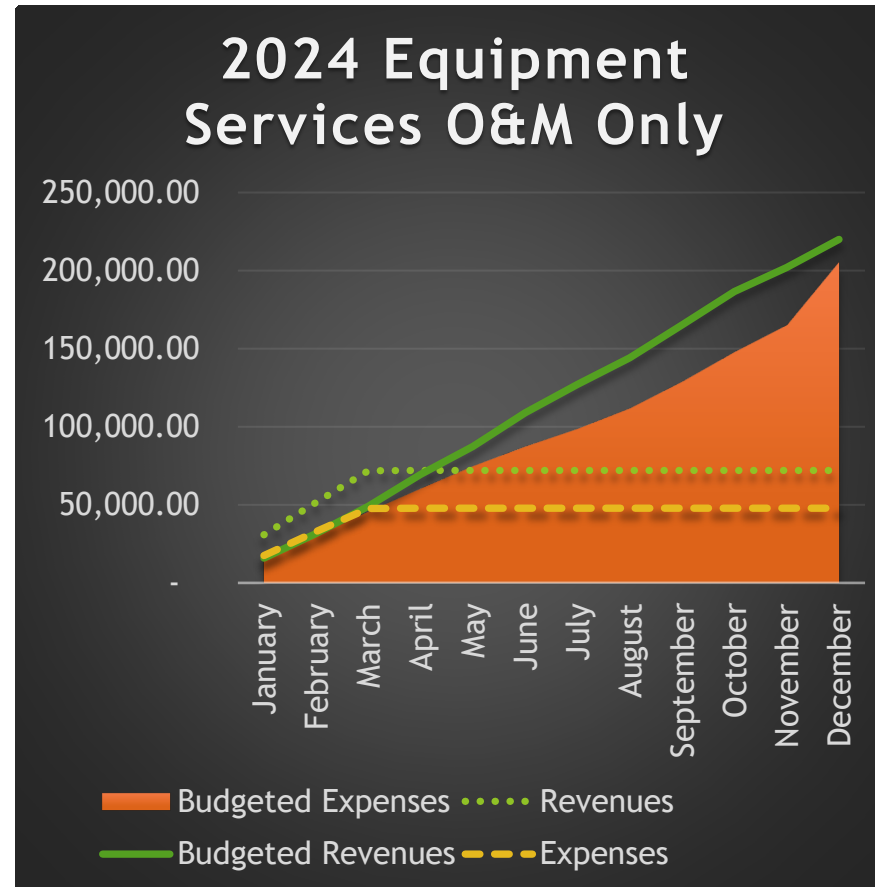
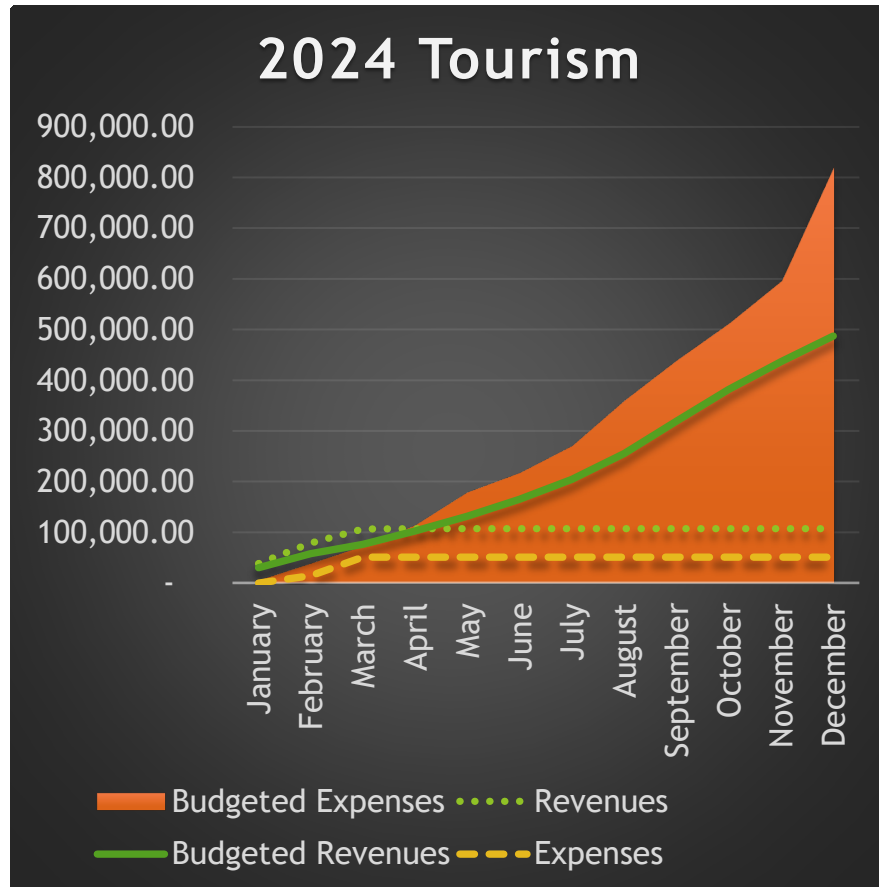
Street revenues are coming in lower than budgeted by about \$30k and expenses are on budget. This may be due to timing of grant funds and will be tracked to see if additional adjustments to expenses need to occur.



Restricted Revenue Funds

Tourism fund revenues are exceeding budget expectations and expenses are trending below budget. Most events take place over the summer and are invoiced by the end of the year.

Equipment Services revenues are trending higher than budgeted, and expenses are in-line with budget.

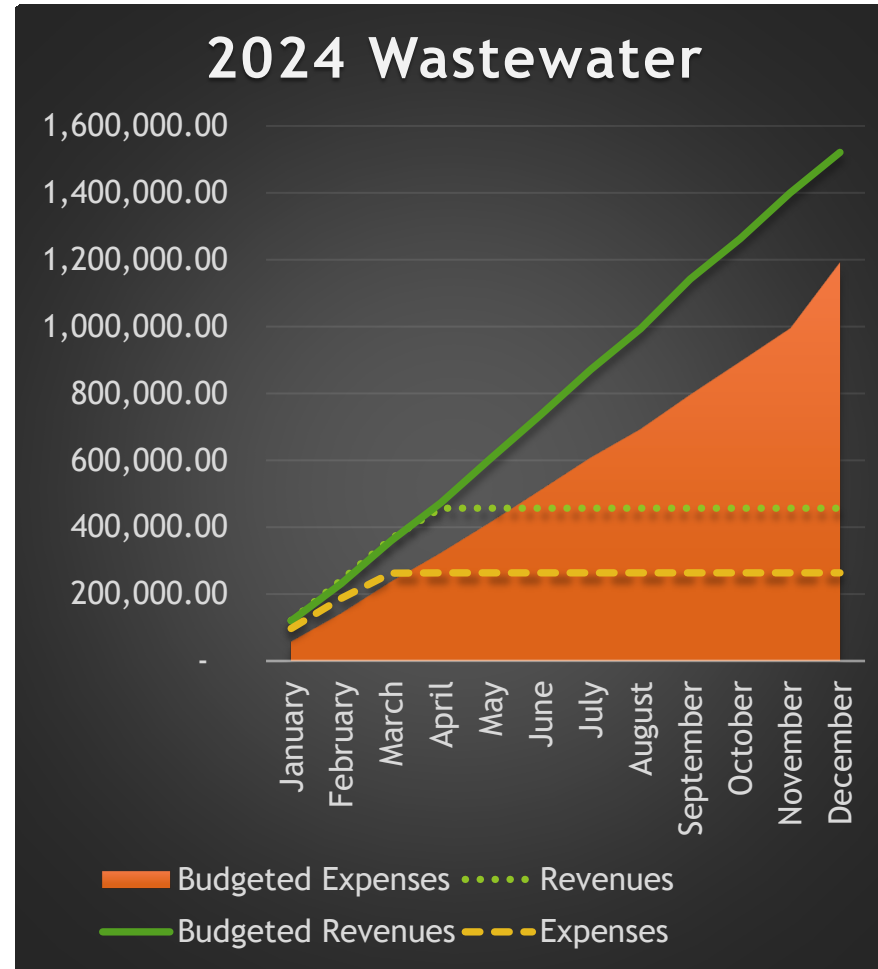
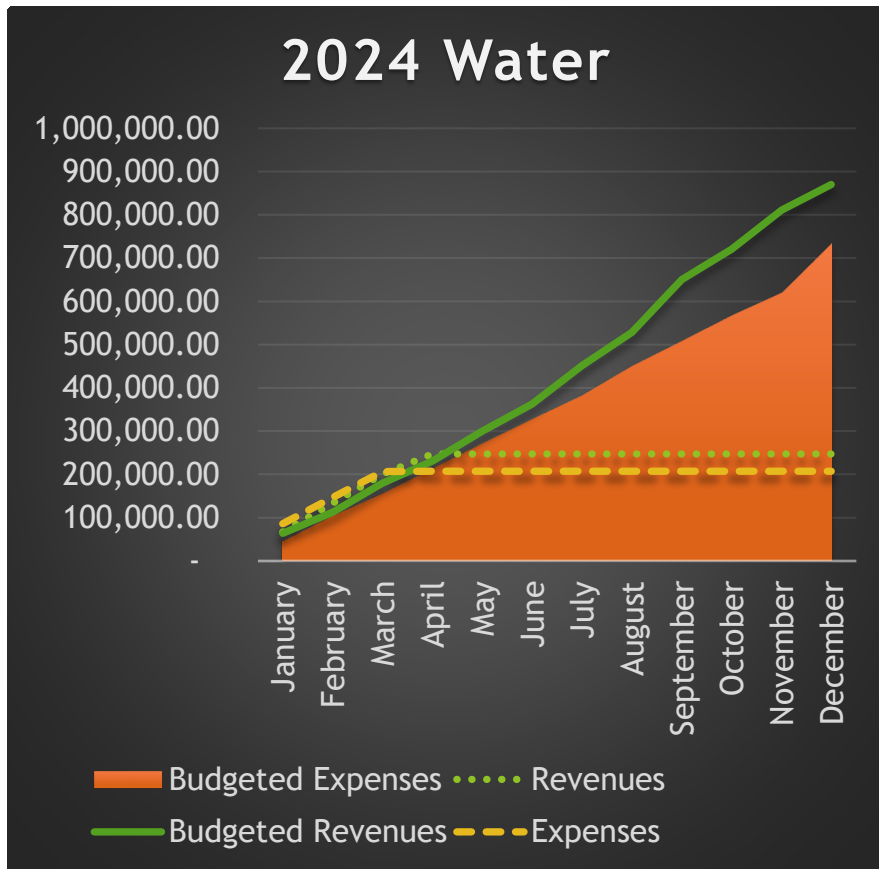


Proprietary Funds

Water revenues are trending above budget by 12% (\$21k) and expenses are currently 30% (\$52k) over the trend for budget spend currently.

Expenses will be monitored to ensure they don't continue to outpace revenues.

Sewer revenues are trending along budget expectations and expenses are trending above budget trends by 10% (\$25k).



Washington Gorge Action Programs
Skamania County Housing Programs
 Apr-2024
 Submitted by Curt Gray

Rental Assistance

Outputs

	Mar
Number of households served	18
Number of individuals within those households	20
Total Number of bed nights provided	620

Housing and Essential Needs

Outputs

	Mar
Number of individuals served with Housing/Utilities	3
Number of individuals served with Essential Needs	4
Total Number of bed nights provided	93

Permanent Support Housing

	Mar
Number of individuals obtained employment	0
Number of individuals increasing their income	0
Number of individuals retained employment for 90 days or more	1
Number of HH removed Barriers that hindered individuals in obtaining job	0
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	1
Number of individuals completed Life Skills meeting	1
Number of individuals denied services	0

Outputs PSH

	Mar
Number of households served	1
Number of individuals within those households	1

Shelter

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

Outputs

	Mar
Number of households served	8
Number of individuals within those households	8
Total Number of bed nights provided	157

Total Outcomes for all Programs

	Mar
Number of individuals obtained employment	0
Number of individuals increasing their income	0
Number of individuals retained employment for 90 days or more	2
Number of HH removed Barriers that hindered individuals in obtaining job	0
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	38
Number of individuals completed Life Skills meeting	30
Number of individuals denied services	3

Success Stories

March 2024:

1. No COVID outbreaks in our shelters

2024 Regional Priority Rank (Washington)

<i>Rank</i>	<i>Sponsor</i>	<i>Project</i>	<i>Reasoning</i>
1	Port of Skamania	<p><u>Cascades Business Park</u> Cascades Business Park is one of the few large remaining industrial sites in the Columbia River Gorge NSA that’s within a one-hour drive of Portland. A market and feasibility study done in 2021 concluded that the business park could employ 379 people with an average salary of \$56,000. Commercial/light industrial buildings are needed to provide local employment. Roadway through industrial park will be completed and dedicated to the City of North Bonneville in 2024. The 2023-25 WA State Capital Budget includes \$1 million for infrastructure extensions to building construction sites. Funds are needed to construct commercial/industrial buildings.</p>	<p>Opens development in an otherwise severely land-constrained county. Addresses opportunities for key industry sectors.</p>
2	Klickitat County	<p><u>Goldendale Pumped Storage Hydro</u> Project is a proposed \$2 billion+ pumped-hydro energy storage project. Using existing pumping infrastructure from an old aluminum smelting facility, the closed-loop system would include three variable-speed reversible pump-turbines for a total generating capacity of 1200 MW and a total pumping capacity of 1552 MW. The project would provide a range of services to the grid to support reliability and resilience in addition to specifically balancing variable wind generation. Federal Energy Regulatory Commission (FERC) released the Final Environmental Impact Statement in February 2024. The project is in final design and engineering with construction estimated to start in 2027.</p>	<p>Key industry sector impact and potential to open huge economic development opportunities regionally. Adds resiliency to the region.</p>
3	City of Stevenson	<p><u>Cascade Ave Improvement</u> The condition of the existing water and sewer mains on Cascade Avenue pose health and sanitation concerns. The sewer line along Cascade avenue is undersized for existing users. The waterline is AC pipe installed over 50 years ago. The project will replace the waterline with ductile iron and increase the sewer line to handle existing and future flows. Design is anticipated for 2024 with construction in 2025. It is currently being funded by a Public Works Board grant/loan package. The addition of decorative street lights to increase safety along the city's waterfront and match the look and feel of the rest of the city's Downtown area is dependent upon additional funding being secured.</p>	<p>Water/wastewater is a key infrastructure need outlined in the CEDS. Addresses key business needs. Adds resiliency to the region.</p>
4	Port of Klickitat-Industrial Park Development	<p><u>Dallesport Industrial Park -Rail Project</u> The Port of Klickitat is seeking funds to restore and presence the existing rail spur to bring it to operable condition. \$1.3 million needed (estimate). <u>Bingen Point Business Park</u> Task 1: BPBP Improvement: Fill BPBP Lots 1-9 to provide 5 additional acres of shovel ready condition property for development. \$6.2 million needed (estimate). Task 2: Flex Building: Construction of a 15,000 sq. ft. flex building. \$4.4 million needed (estimate). Task 3: Marina Park Boat and Car Parking: Pave boat and car parking area at Marina Park and Boat Launch in Bingen. \$660k needed (estimate).</p>	<p>Addresses opportunities for key industry sectors and encourages development in an economically distressed area.</p>

2024 Regional Priority Rank (Washington)

5	Skamania PUD	<p><u>Skamania County Water System Upgrades</u> <u>Carson Water Treatment:</u> This project includes final design and construction of a new 1 million gallon per day (MGD) drinking water treatment plant to serve the community of Carson. Project components include a pressurized membrane filter treatment system, clear well, finished water pumps, chemical storage tanks, on-site electric (chlorine) generation system and emergency generator in a 5,000 sq ft building. The pre-design report was finalized in 2022. Skamania PUD is looking for funding to cover the \$5.95M project</p> <p><u>Underwood Reservoir:</u> This project includes final design and construction of a new 250,000-gallon welded steel water tank in Pressure Zone 3 in the unincorporated community of Underwood. The project will ensure clean, safe drinking water and allow for continued community growth. The pre-design report was finalized in 2022. Skamania PUD is looking for funding to cover the \$1.75M project.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Opens opportunities for development. Adds resiliency to the region.
6	Columbia Gorge Regional Airport	<p><u>Aviation Maintenance Training Facility</u> Project would include construction of a multi-use flex space and utilities expansion in airport business park. Airport has tenant identified to use the flex-space for Columbia Gorge Community College’s aviation mechanic training program.</p>	Address key business, industry sector needs. Increase industrial land availability. Encourages development in an economically distressed area.
7	Skamania County	<p><u>Wind River Road Stabilization</u> The County will be resurfacing the road and improving the roadside, ADA, and traffic safety elements. The County is currently seeking an engineer for the preliminary engineering phase.</p>	Key infrastructure need. Resilience issue. Impact to key industry sectors.
8	Klickitat Valley Health Hospital District	<p><u>KVH Building Addition</u> KVH is seeking funding for an addition of 12,000 square feet for a new acute care unit, surgery department and long-term care unit, and 12,000 square feet of shell space for future growth.</p>	Addresses key business, industry sector and resilience needs; opportunity for job creation.
9	City of White Salmon	<p><u>Youth/ Early Childcare Center</u> Repurpose an existing facility to become a new home for the WAGAP youth center and expand the services to include early childcare. Cost estimate factors anticipated building improvements that could be needed. Planning already funded via grant and city funds. \$1 million needed.</p>	Child Care as key workforce need.
10	City of North Bonneville	<p><u>City of North Bonneville Lift Station Replacement</u> The City’s lift station #3 continues to need constant maintenance and patching to function without the funds for complete replacement. Lift station #4 is also in need of upgrades, but priority is on #3. Continues to be high priority. The City is working on water and sewer rate studies.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Adds resiliency to the region.

2024 Regional Priority Rank (Oregon)

<i>Rank</i>	<i>Sponsor</i>	<i>Project</i>	<i>Reasoning</i>
1	Hood River-White Salmon Bridge Authority; Port of Casacde Locks	<p><u>Interstate Bridges</u></p> <p><u>Port of Hood River Hood River-White Salmon Interstate Bridge Replacement:</u> The existing bridge is nearly 90 years old, structurally obsolete and seismically deficient. A new bridge is needed to improve and ensure multi-modal transportation of people and goods across the Columbia River between the communities of Bingen and White Salmon in Washington, and Hood River in Oregon. Total project cost estimate: \$520M. Approximately \$420 million in State and Federal grants will be needed.</p> <p><u>Port of Cascade Locks Bridge of the Gods Strengthening and Safety Improvements:</u> This project includes the maintenance and seismic strengthening of the Bridge of the Gods, with an allocated budget of \$12 million. Additionally, it encompasses resiliency and safety measures, such as the creation of a safe pathway for pedestrians and cyclists, with an estimated budget of \$80 million.</p>	Core transportation connection. Resilience issue. Impact to key industry sectors.
2	Hood River, Sherman, and Wasco Counties, City of Hood River	<p><u>Housing</u></p> <p><u>Hood River:</u> Development of the 780 Rand Road Housing Development project for affordable housing as well as additional land acquisition for affordable and attainable housing development in the City of Hood River and Hood River County. Total project cost estimate: \$54M with \$35.9M still needed.</p> <p><u>Sherman:</u> The housing stock in Sherman County is lacking the quantity and quality necessary for new employees to find a place to live in the County. Sherman County has created four incentive programs to encourage the construction of new housing or the rehabilitation of existing housing. The County continues to look for creative ideas that would solve the housing issues. The County is also working to explore additional opportunities for a senior living facility in Moro or Wasco to support aging in place in the County.</p> <p><u>Wasco:</u> Housing prices have continued to be unaffordable for many in Wasco County and supply is not meeting current needs. This has hindered employees seeking to come to Wasco County have hindered businesses’ ability to grow. Better understanding this need and supporting community partners in opportunities to address it will impact access to a robust workforce moving forward.</p>	Addressing housing constraints is a priority strategy for the CEDS
3	Wasco County, Mid-Columbia Center for Living	<p><u>Resolution Center</u></p> <p>Resolution Center: Wasco County and Mid-Columbia Center for Living are defining a new approach to behavioral health services at a comprehensive behavioral health campus in Wasco County. The campus will include a 16-bed Residential Treatment Facility (RTF), a 16-bed Secure Residential Treatment Facility (SRTF), a 16-bed Substance Use Disorder Residential Treatment Facility (SUD), a 6-8 chair Crisis Stabilization Center, an expansion of the existing Consumer Drop-In Center, and an expansion of the existing Psychosocial Rehabilitative Office. This partnership project will enhance a regional service array for care, save a significant amount of taxpayer money and create new jobs for local professionals with an emphasis on culturally competent care. This project has \$17,500,000 committed and is seeking an additional \$36,000,000 to support a full build out of the three phases.</p>	Workforce supports, job creation.
4	Columbia Gorge ESD	<p><u>Columbia Gorge Early Learning Center</u></p> <p>Columbia Gorge Education Service District (ESD), Columbia Gorge Community College, North Wasco County School District, and other public partners propose to renovate former Chenoweth Middle School into a regional early learning center to address a severe shortage of affordable, high-quality childcare. The early learning center will serve as a practicum site for CGCC’s Early Childhood Education Training program, provide 200 new childcare slots for children ranging from 0-5 and after school care to support workforce participation. Partners have secured \$2.2 million toward an estimated \$20 million total project cost. The project has a pending \$500,000 request to EPA for asbestos removal and plans to submit \$14 million in state, federal and philanthropic requests in the coming year.</p>	Childcare needs (costs, lack of access) is a priority strategy in the CEDS. Addresses support for workforce participation.

2024 Regional Priority Rank (Oregon)

5	City of Hood River	<p><u>Hood River Elevated Sewer Line</u> The existing elevated sewer main on the south side of the interstate is very old, exposed and there is no means to divert or stop the flow if there is a break on the main, with potentially catastrophic environmental costs. This project will install a lift station and re-route the sewer line. Total project cost estimate: \$6.7M with \$6.4M still needed.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Addresses key business needs. Adds resiliency to the region.
6	City of Grass Valley	<p><u>Wastewater Project</u> The City of Grass Valley is researching construction of a municipal wastewater system. The council hired an engineer to do a feasibility study in 2021 and that study is complete and has been presented to the community for feedback. The City submitted a successful FY24 Congressionally Directed Spending Request for a portion of project costs and a CWSRF program application in December of 2023. The City is moving forward with a request for additional planning funding and conducting additional community outreach while planning to submit to the state for CDBG funding in the fall of 2024 as the final funding resource for the project. Estimated project cost is just over \$6 million.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Opens opportunities for development. Adds resiliency to the region.
7	Port of Hood River	<p><u>Lot 1</u> Lot 1 is the largest remaining light industrial property in Hood River. A significant infrastructure investment- specifically, water, sewer, and public streets - is necessary to prepare the site for industrial development to meet long term job creation and economic development goals of the community. Focus will be construction of roundabout at North Second Street and Riverside Drive. Total project cost estimate: \$5.2 million.</p>	Addresses opportunities for key industry sectors.
8	City of Maupin	<p><u>Water System Improvements:</u> The City's water source is a spring that feeds into the system with a single, above ground 6" pipe that is 40 years old. The cost estimate for needed improvements in the City's 2022 Waster System Master Plan in 2022 was approximately \$10 million. Additionally, the City has identified a leak in their reservoir that has been temporarily addressed but needs a long term repair. The City will focus on priority improvements related to the reservoir, water distribution, safety of the drinking water, and fire protection. Estimated cost for these priorities is \$4.2 million and the City will be further refining the scope for this first phase of improvements needed and seeking funding from Safe Drinking Water RLF and USDA Rural Development.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Adds resiliency to the region.
9	Port of Cascade Locks	<p><u>Marine Park Cruise Line Dock Shore Power Infrastructure</u> The initiative involves identifying and securing funding for the construction of shore power infrastructure to support the American Cruise Line Dock, scheduled to commence construction in the spring of 2025. This infrastructure is expected to foster job creation, generate revenue for the city, reduce diesel and CO2 emissions by up to 80% and 66% respectively, and contribute to a cleaner maritime ecosystem. Moreover, it will help diminish noise pollution, thereby enhancing the quality of life for the local community.</p>	Addresses opportunities for key industry sectors.
10	City of Moro	<p><u>New Primary Municipal Well</u> City of Moro is completing a feasibility study for a new primary municipal well. A backup water source would help to ensure clean/adequate water supplies for sanitation, and fire suppression efforts during a natural hazard/grid down scenario. A new well will facilitate future commercial and residential growth. Progress towards project includes obtaining a new Water System Master Plan to replace the 1999 survey.</p>	Water/wastewater is a key infrastructure need outlined in the CEDS. Adds resiliency to the region.

CHECK REGISTER

City Of Stevenson

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03/22/2024 To: 04/18/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
955	04/18/2024	Claims	1	17745	Leana V Kinley	320.59	NW Regional Managers Conference; 2024 WMCA Dues
956	04/18/2024	Claims	1	17746	Main Street - Singh	2,019.40	March 2024 Statement
957	04/18/2024	Claims	1	17747	Mid-Columbia Fire and Rescue	800.00	May 2024 Fire Conference
958	04/18/2024	Claims	1	17748	Office of State Treasurer-Cash Mgmt Di	42.82	April 2024 Remittance
959	04/18/2024	Claims	1	17749	One Call Concepts Inc	22.23	March 2024 Statement
960	04/18/2024	Claims	1	17750	PUD No 1 of Skamania County	7,614.76	Statement 03/18/2024; Statement 03/18/2024; Statement 03/26/2024; Statement 03/26/2024; Statement 03/26/2024; Frank Johns Blinker 2.14.24-3.14.24; March 2024 Electricity
961	04/18/2024	Claims	1	17751	PacWest Machinery	817.20	Sweeper Blower Sheave
962	04/18/2024	Claims	1	17752	Peterson Trucks Inc	1,130.34	Vac Truck Vender
963	04/18/2024	Claims	1	17753	QCL Inc	80.00	C Whitney Random Drug Test
964	04/18/2024	Claims	1	17754	Quality Control Services	535.00	On site Services to Meters
965	04/18/2024	Claims	1	17755	RADCOMP Technologies	3,406.10	Monthly Billing for April 2024
966	04/18/2024	Claims	1	17756	Ricoh USA Inc	115.09	March 2024 Statement
967	04/18/2024	Claims	1	17757	Skamania County Chamber of Commerce	15,825.66	March 2024 Monthly Contract, Project Managment & other reimburseables
968	04/18/2024	Claims	1	17758	Skamania County EMS	75.00	First AID/CPR/AED Training S Heiptas
969	04/18/2024	Claims	1	17759	Skamania County Probation	169.73	March 2024 Probation Fees
970	04/18/2024	Claims	1	17760	Skamania County Prosecutor	1,500.00	April 2024 Remittance
971	04/18/2024	Claims	1	17761	Skamania County Solid Waste Department	51.40	Statement 03/08/2024
972	04/18/2024	Claims	1	17762	Skamania County Treasurer	22,697.50	April 2024 Remittance; April 2024 Remittance
973	04/18/2024	Claims	1	17763	Stevenson Downtown Association	18,750.00	Q1 2024 LTAC Operations
974	04/18/2024	Claims	1	17764	Timothy Charles Shell	1,942.50	March 2024 Contract Administration; March 2024 Engineering Standards Update; March 2024 On Call and Development Review
975	04/18/2024	Claims	1	17765	US Bank Safekeeping	32.00	March 2024 Safekeeping Fees
976	04/18/2024	Claims	1	17766	US Bank Voyager Fleet Systems	138.65	Statement 04/10/2024
977	04/18/2024	Claims	1	17767	US Bank	6,107.91	March 2024 Statement; March 2024 Statement; March 2024 Statement
978	04/18/2024	Claims	1	17768	Understory Landscape Architecture, LLC	17,480.60	Courthouse Plaza Design
979	04/18/2024	Claims	1	17769	Verizon Wireless	2,883.91	March 2024 Cell Phone Charges
980	04/18/2024	Claims	1	17770	WMCA	100.00	Kaitlyn Conrath WMCA Membership
981	04/18/2024	Claims	1	17771	WSP USA Inc	9,317.03	March 2024 1st Ped Amenities Overlook
982	04/18/2024	Claims	1	17772	Attn: NW Clerks WSU-Conference Management	1,400.00	Professional Development I: K Conrath
983	04/18/2024	Claims	1	17773	Wallis Engineering PLLC	38,914.17	Wastewater Collection System Engineering; WWTP Construction Phase Services
984	04/18/2024	Claims	1	17774	Waste Connections Vancouver District 2	51.41	March 2024 Statement

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
985	04/18/2024	Claims	1	17775	Wave Division Holdings LLC	555.81	March 2024 Statement City Hall Internet; Statement 03/19/2024; March 2023 Statement; March 2023 Statement
						36,054.86	
						4,549.65	
						50,691.44	
						9,317.03	
						18,923.94	
						59,974.27	
						518,332.55	
						7,810.53	
						51.00	
						705,705.27	Claims: 705,705.27

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: _____ Date: _____

Claims Vouchers Reviewed By:

Signed: _____

Signed: _____

Signed: _____

Auditing Committee (Councilmembers or Mayor)

Task Name

April 25, 2024 Special Council Meeting

Discuss Retreat Outcomes
Second Reading-Zoning Ordinance
Review Annual Financial Report

May 16, 2024 Regular Council Meeting

Minutes
Contracts over \$10k
First 6-Year TIP Update PH
First CIP PH
Discuss Level of Service/Standards
Second Reading-Floodplain Ordinance
Public Works Week Proclamation May 19-25
Pride Month (June) Proclamation (Lucy will work on this)
Approve First Street Construction Contract
PUD Franchise Agreement-First Touch
Rates and Fees Public Hearing
Annual Financial Report Review/Approval
Columbia Realignment Follow-up Discussion
ARPA Funds Use Discussion

May 23, 2024 Special Council Meeting

TIP Workshop
CIP Workshop

June 20, 2024 Regular Council Meeting

Minutes
Contracts over \$10k
Second 6-Year TIP Update PH
Second CIP PH
Correction to Well Property Legal Description-Approval?

June 27, 2024 Special Council Meeting

Affordable Housing

July 18, 2024 Regular Council Meeting

Minutes
Contracts over \$10k

July 25, 2024 Special Council Meeting

No agenda items to date

August 8/22, 2024 Regular Council Meeting

Minutes
Contracts over \$10k
Complete Streets Ordinance

August 22, 2024 Special Council Meeting

No agenda items to date

September 19, 2024 Regular Council Meeting

Minutes

Contracts over \$10k
Preliminary Budget to Council

September 26, 2024 Special Council Meeting

No agenda items to date

October 17, 2024 Regular Council Meeting

Minutes

Contracts over \$10k
1st 2025 Budget PH

October 24, 2024 Special Council Meeting

No agenda items to date

November 14, 2024 Special Council Meeting

2025 Budget

November 21, 2024 Regular Council Meeting

Minutes

Contracts over \$10k
2nd 2025 Budget PH
Property Tax PH

December 19, 2024 Regular Council Meeting

Minutes

Contracts over \$10k
2024 Final Budget Amendment???
2025 Final Budget Adoption