



**CITY OF WASHOUGAL  
CITY COUNCIL REGULAR MEETING  
Monday, March 10, 2025  
7:00 PM**

**MEETING INFORMATION**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/87922899126>

- I. INVOCATION - Merrill Caviness**
- II. CALL TO ORDER**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. AMENDMENTS TO THE AGENDA**
- VI. PRESENTATION: Clark County Mosquito Control District Board of Trustees Periodic Update – Anthony Metzidis**
- VII. PUBLIC COMMENTS**
- VIII. CONSENT AGENDA**

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

- A. Workshop Minutes of February 24, 2025**
  - B. Council Minutes of February 24, 2025**
  - C. Payroll Claims of February 28, 2025, Totaling \$653,474.85**
  - D. Accounts Payable of February 20-27, 2025 and January EFT - Totaling \$1,742,278.72**
  - E. Emergency Utility Assistance**  
AGENDA BILL #07-2025
  - F. Authorize City Manager to Sign: Professional Services Agreement with OTAK, Inc. for Stormwater Compliance Assistance**  
AGENDA BILL #08-2025
- IX. NEW BUSINESS - None**
  - X. REPORTS AND COMMUNICATIONS**
    - A. CITY MANAGER**
    - B. MAYOR**
    - C. CITY COUNCIL**

**XI. ADJOURNMENT**

**UPCOMING MEETINGS: Monday, March 24, 2024, Workshop at 5:00 pm and Council at 7:00 pm**

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Workshop Minutes of February 24, 2025

**DEPT. OF ORIGIN:**

Administration

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

No

**ATTACHMENTS:**

▯ **2.24.2025 Workshop Minutes.pdf**

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**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

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**SUMMARY STATEMENT**

**RECOMMENDED ACTION**



**CITY OF WASHOUGAL  
CITY COUNCIL WORKSHOP MEETING  
MINUTES**

**Monday, February 24, 2025  
5:00 PM**



**MEETING INFORMATION**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/84523504900>

**VIDEO I. CALL TO ORDER**

**Councilmember Michelle Wagner** called the meeting to order at 5:00 pm.

**II. ROLL CALL**

**Present:** Councilmembers Michelle Wagner, Molly Coston, Julie Russell, Ernie Suggs, and Tia Robertson and Mayor David Stuebe via zoom.

**Absent:** David Fritz and Student Representative Emily Bishop

**Staff:**

David Scott, City Manager

Joe Walsh, Community Services and Strategy Director

Trevor Evers, Director of Public Works

Daniel Layer, Finance Director/City Clerk

Mitch Kneipp, Community Development Director

Scott Collins, City Engineer

Monie Holmes, Assistant Finance Director

Rose Jewell, Community Engagement Manager

Amanda Goulding, Assistant City Clerk & Accounting Specialist

**III. PUBLIC COMMENTS**

**William Carter** shared his concerns regarding the transportation needs in the region, mass transit, and the I-5 bridge project. He spoke in favor of light rail and encouraged the council to be proactive and to think forward.

**IV. NEW BUSINESS**

**A. Public Works: 2024 Pavement Management Condition Report**

**Scott Collins** introduced **Joel Condor, consultant**, who presented the following:

- Pavement Management System = Street Saver software
- Current Pavement Condition Index (PCI) = 82
- Preferred Choice of Software on West Coast
- Pavement Deterioration Curve - declines between 12-20 years
- Early maintenance extends street life
- Scenario 1 - Unconstrained needs \$7.08 M over 5 years - PCI plus 2 points
- Scenario 2 - Current Investment Level \$1.0M per year \$5M - PCI plus 1 point
- Scenario 3 - Zero funding over next 5 years - PCS minus 7 points
- Current PCI Condition

- Treatments scenarios
- Budget Scenario Data

Council discussion ensued regarding the 30-year outlook and budgetary requirements. Washougal is number one in the state of Washington.

## B. Community Development: Shoreline Master Plan & Critical Areas Updates

**Mitch Kneipp** introduced **Ethan Spoo** and **Jessica Herceg**, DOWL Consultants who presented the following:

- Overview of Shoreline Master Program Update
  - Shoreline Management 101
  - Shorelines = Columbia and Washougal Rivers and segments of Gibbons Creek
  - Shoreline jurisdiction - 200' of the ordinary high-water mark
  - Goals are to Protect, Promote, and Increase access and recreational opportunities
  - Background - Existing Shoreline Master Plan 1974.
    - Now in final of four phases
    - Ecology Grant
    - Local adoption due June 30, 2025
  - Key Updates
    - Shoreline Designation Map
    - Use Standards
    - Revised permitting process
    - Organizational changes
  - Outcomes
    - Changes in uses
    - Development standards
    - Public access
    - Shoreline stabilization
  - Shepherd Road improvements
    - TIB Grant \$4.343M - parking, bike lanes, sidewalk, traffic calming, crosswalk
  - Schmid Family Park
    - 13 acres, restore, pathways, educational element, intensity of uses
- Overview of Critical Areas Code Update
  - Wetlands - buffers, mitigation ratios, and wetland banks
  - Fish and Wildlife Habitat Areas
  - Critical Aquifer Recharge Areas
  - Geologically Hazardous Areas
  - Frequently Flooded Areas
  - Background - last update Ord 1955 in 2022
  - Best available science
  - Riparian Areas map
  - Oregon White Oak - mitigation and monitoring
  - Wetland updates - buffers, mitigation ratios, preferences, and alternatives
- Next Steps/Action Items
  - Focus Groups 2-5: March 31 – April 4
  - CAC #3 (Focus Group No. 6): April 9
  - City Council Workshop: May 12
  - Planning Commission Work Session: May 13
  - Planning Commission Public Hearing: June 10
  - City Council Hearing/Adoption: June 23

- Reference Maps

**V. REPORTS AND COMMUNICATIONS**

**A. CITY MANAGER**

**Deferred to council meeting.**

**B. MAYOR**

**Deferred to council meeting.**

**C. CITY COUNCIL**

**Deferred to council meeting.**

**VI. ADJOURNMENT**

Meeting ended at 6:40 pm

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**Mayor**

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**City Clerk**

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Council Minutes of February 24, 2025

**DEPT. OF ORIGIN:**

Administration

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

No

**ATTACHMENTS:**

- ▯ **Council Minutes 2.24.25**

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**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

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**SUMMARY STATEMENT**

**RECOMMENDED ACTION**



**CITY OF WASHOUGAL  
CITY COUNCIL REGULAR MEETING  
MINUTES**

**Monday, February 24, 2025  
7:00 PM**



**MEETING INFORMATION**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/88468257968>

**VIDEO I. INVOCATION - Ross Merritt**

**VIDEO II. CALL TO ORDER**

**Presiding Councilmember Michelle Wagner** called the meeting to order at 7:00 pm.

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**Present:** Presiding Councilmembers Michelle Wagner, Molly Coston, Julie Russell, Ernie Suggs and Tia Robertson. Mayor David Stuebe and Councilmember David Fritz via zoom.

**Absent:** Student Representative Emily Bishop

**Staff:**

David Scott, City Manager

Robert Zeinemann, City Attorney

Joe Walsh, Community Services and Strategy Director

Daniel Layer, Finance Director/City Clerk

Scott Collins, City Engineer

Mitch Kneipp, Community Development Director

Rose Jewell, Community Engagement Manager

Amanda Goulding, Assistant City Clerk & Accounting Specialist

**V. AMENDMENTS TO THE AGENDA**

None

**VIDEO VI. PROCLAMATIONS: Red Cross Month and Youth Art Month**

**Councilmember Robertson** read the Red Cross Proclamation in its entirety.

**Vicki Wessling** addressed the council and accepted the proclamation on behalf of the Red Cross.

**Councilmember Coston** read the Youth Arts Month Proclamation in its entirety.

**Chuck Carpenter** addressed the council and accepted the proclamation on behalf of the Washougal School District.

**VIDEO VII. PUBLIC COMMENTS**

**William Carter** spoke in favor of light rail emphasizing the proximity to the Portland metropolitan area and related economic development.

**Suzanne Herbert** echoed Mr. Carter's comments and spoke in favor of light rail. She encouraged council to consider the matter and not adopt a resolution opposing light rail.

**Margaret Tweet, via zoom,** spoke in opposition to the Interstate Bridge Remodel noting that the traffic modeling data as recently reported to the legislature by I BR is not current.

## VIII. CONSENT AGENDA

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

Unanimous consent to approve the consent agenda as read. Suggs No objections.

- A. **Workshop Minutes of February 10, 2025**
- B. **Council Minutes of February 10, 2025**
- C. **Payroll Claims of February 14, 2025, Totaling \$385,024.50**
- D. **Accounts Payable of February 6-13, 2025 and Credit Refunds - Totaling \$1,958,227.26**

## IX. NEW BUSINESS

### VIDEO

- A. **Hold Public Hearing/Ordinance: Pendleton Development Agreement**  
Agenda Bill #05-2025

**Mitch Kneipp** presented to the staff report and recommended action.

- Pendleton District Map
- Proposed Uses - residential, office, and retail
- Highlights - 15-year term, vesting see slides
- Public Notice
- Comments entered into the record from East County Little League, Deanna Bossman, Leslie Angelo, Dave Pinkernell, Cherie Kearny and Steve Clark, Bryan Shull, David and Carolyn Simms, and Dors & Erin Ward
- SEPA Determination
- SEPA comments from WSDOT and Dept. of Fish & Wildlife (WDFW)
- SEPA modified based on WSDOT comments
- See Presentation
- Randy Prince, counsel for Pendleton, provided background on the development agreement, the intent, comments received, and offered to answer questions.
- John Bishop, with Pendleton, was also available for questions.

**Councilmember Wagner** opened the hearing for public testimony.

**Bruce Westfall** asked about impact and sewer water bills.

**Stephanie Corbell** spoke on behalf of Washougal Songcraft, and is a Pendleton employee, sought clarification on residential and commercial numbers.

**Jonna Hudson** shared her safety concerns specifically related to the lack of sidewalks and parking signage.

**Susan Hebert** requested that the site plan of SR-14 be left as open space and suggested other places for residential development. She inquired about public engagement on the project and asked council to vote NO on the project so it can reconsider the open space.

**Randy Prince, Pendleton Attorney**, addressed the access points and how those will be determined. He explained the transportation analysis, walkability, amenities with sidewalks, trees, and the mix of users. A map displaying the open space and residential users was displayed. He noted that the project will be subject to site plan review once there is a specific proposal. He shared with council the amount of public input over the years.

**John Bishop, Pendleton**, spoke about the existing plant in relationship with the city's treatment plant.

**Discussion ensued** regarding the decommissioning of the Pendleton treatment facility, enhancement to Addy Street, sewer/water bills, infrastructure enhancements, walkability requirements, downtown standards, uses, community engagement efforts, and compliance, Comprehensive Plan Open House, environmental reviews, transportation connections, existing right-of-way, transportation plan priorities and process, open space and private property, and that this is not an eminent development, and multi family tax exemption.

Hearing no further testimony the public hearing was closed.

Council discussion continued on the history of the Pendleton Project and the multi-family tax exemption program.

**David Scott** reviewed all the grants and low interest loans recently received by the City of Washougal.

**Motion: Pass, post, and publish the ordinance in the usual manner.**

**Ernie Suggs/Molly Coston Motion Passed.**

**2 - Nays: Robertson, Wagner**

**VIDEO**

**B. Resolution: Biosolids Handling Facilities Ecology Loan Acceptance**

Agenda Bill #06-2025

**Scott Collins** presented the staff report and recommended action. Construction is underway.

**Motion: Pass and post the resolution in the usual manner.**

**Ernie Suggs/Molly Coston Motion Passed.**

**VIDEO**

**C. Council Discussion: Interstate Bridge Replacement Project**

**David Scott** introduced the item for discussion.

- Recent CTRAN action and Light Rail cost and concerns
- CTRAN presentation at a recent workshop
- City of Camas Resolution opposing light rail
- Washougal's draft resolution in the packet
- Previous light rail ballot measures: 1995, 2012, and 2013; all opposed by voters
- 2022 Survey by IBR across Clark County, Portland Metro area, and Vancouver - 85%

support to replace the I-5 bridge and 79% light rail with no question of financial support.

- Options
  - Adopt resolution to remove light rail
  - No action
  - Formal statement via resolution or policy statement
  - Consider draft resolution from Councilmember Robertson
  - Utilizing Washougal's voice on the CTRAN and RTC Boards
- Council discussion continued on light rail, I-5 bridge, funding, lack of current data, public direction, and potential survey of Washougal's citizens,
- Option A - No light rail
- Option B yes to bridge no light rail funding for maintenance and operation
- Vote to be conveyed at an upcoming CTRAN meeting

**David Scott** suggested doing a survey on the matter sooner and not waiting for the 2026 community survey.

**Motion: Give Councilmember Coston direction to go back to the original language that CTRAN would not pay for light rail maintenance and operation. see video 9:24**

**Michelle Wagner/Ernie Suggs Motion Passed.**

**2 - Nays: Coston, Russell**

## **VIDEO X. REPORTS AND COMMUNICATIONS**

### **A. CITY MANAGER**

**David Scott** nothing to report.

### **B. MAYOR**

**Mayor David Stuebe** congratulated Councilmember Fritz on his engagement and thanked the Washougal delegation for its recent visit to Olympia. He commented on the ballot measure facts, Pendleton project, community comments, and community engagement.

### **C. CITY COUNCIL**

**Councilmember Fritz** shared his plan to participate in the fire fighter training.

**Councilmember Suggs** provided update from the chamber lunch, port meeting, and Washougal Schools Foundation.

**Councilmember Russell** gave update from **ECHO** meeting and trash on freeway in Vancouver.

**Councilmember Coston** shared updates from the Art Commission, Comp Plan Open House, Community Services and Strategy Committee, Port Strategic Plan, and the death of grandson.

**Councilmember Robertson** gave an update from the school board meeting and the birth of the newest family member.

**Councilmember Wagner** followed up with a report from the Arts Commission, Creative Art District, and Comp Plan Advisory Committee.

## **XI. EXECUTIVE SESSION - Property Acquisition - RCW 42.30.110(1)(b) - no action to follow**

**Presiding Councilmember Wagner** announced the executive session referencing the applicable RCW at 9:46. Session expected to last twenty (20) minutes; to return at 10:07.

Regular session resumed at 10:07.

**XII. ADJOURNMENT**

Meeting adjourned at 10:08.

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**Mayor**

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**City Clerk**

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Payroll Claims of February 28, 2025, Totaling \$653,474.85

**DEPT. OF ORIGIN:**

Finance

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

**ATTACHMENTS:**

▯ PAYROLL CLAIMS VOUCHER 02.28.25.pdf

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**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

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**SUMMARY STATEMENT**

**RECOMMENDED ACTION**

# CITY OF WASHOUGAL

## PAYROLL CLAIMS VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE SERVICES CHARGED ON THE VOUCHERS ATTACHED HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

FINANCE \_\_\_\_\_

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT THE EMPLOYEE CHECKS NA and EMPLOYEE VOUCHERS 33677-33769 ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$653,474.85 ON THE 28TH DAY OF FEBRUARY.

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Accounts Payable of February 20-27, 2025 and January EFT - Totaling \$1,742,278.72

**DEPT. OF ORIGIN:**

Finance

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

**ATTACHMENTS:**

- ▯ [AP\\_CK\\_RUN\\_02.20.25\\_90422-90465.pdf](#)
- ▯ [AP\\_CK\\_RUN\\_02.27.25\\_90467-90507.pdf](#)
- ▯ [February 2025 Credit Refunds.pdf](#)
- ▯ [EFT\\_January 2025.pdf](#)

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**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

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**SUMMARY STATEMENT**

**RECOMMENDED ACTION**



Washougal, WA

# Check Register

Packet: APPKT01992 - KHAP022025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
4260	AC Schommer & Sons Inc.	02/21/2025	Regular	0.00	823,580.20	90422
4041	BCV, Inc.	02/21/2025	Regular	0.00	8,227.94	90423
1767	BLAIRCO INC.	02/21/2025	Regular	0.00	4,445.15	90424
237	CARLSON TESTING, INC	02/21/2025	Regular	0.00	2,839.75	90425
241	CHUCKS AUTO BODY LLC	02/21/2025	Regular	0.00	142.68	90426
229	CITY OF CAMAS	02/21/2025	Regular	0.00	40,532.66	90427
125	CLARK COUNTY TREASURER	02/21/2025	Regular	0.00	149.50	90428
3867	Cleanpot Portable Toilets LLC	02/21/2025	Regular	0.00	950.00	90429
619	DS SERVICES OF AMERICA, INC.	02/21/2025	Regular	0.00	378.97	90430
4160	First Citizens Bank & Trust Company	02/21/2025	Regular	0.00	219.30	90431
4322	FIRST RESPONDER OUTFITTER, INC	02/21/2025	Regular	0.00	540.87	90432
751	GRAINGER	02/21/2025	Regular	0.00	115.44	90433
3713	Graphic Information System	02/21/2025	Regular	0.00	105.92	90434
380	H. D. FOWLER COMPANY	02/21/2025	Regular	0.00	5,960.26	90435
1306	HENDERSON TURF & WEAR INC	02/21/2025	Regular	0.00	371.43	90436
396	HIWAY FUEL INC	02/21/2025	Regular	0.00	30.81	90437
3737	Jubitz Corporation	02/21/2025	Regular	0.00	3,597.51	90438
160	KEYS WEST	02/21/2025	Regular	0.00	487.17	90439
4330	KRONOS SAASHR, INC.	02/21/2025	Regular	0.00	3,600.00	90440
494	NORTH CENTRAL LABORATORIES	02/21/2025	Regular	0.00	429.58	90441
4292	Northside Ford Truck Sales INC	02/21/2025	Regular	0.00	4,564.04	90442
3426	NORTHWEST SPORTS ELECTRONICS,	02/21/2025	Regular	0.00	43,336.74	90443
1423	PITNEY BOWES GLOBAL FINANCIAL:	02/21/2025	Regular	0.00	1,348.32	90444
558	PITNEY BOWES RESERVE ACCT	02/21/2025	Regular	0.00	2,500.00	90445
4314	PROGRESSIVE DESIGN-BUILD CONS	02/21/2025	Regular	0.00	6,870.50	90446
725	PTM DOCUMENT SYSTEMS, INC.	02/21/2025	Regular	0.00	500.39	90447
4286	Raz Construction	02/21/2025	Regular	0.00	12,502.80	90448
4030	Reed Creative LLC	02/21/2025	Regular	0.00	1,500.00	90449
3278	SARKINEN PLUMBING, INC	02/21/2025	Regular	0.00	1,220.30	90450
2928	SILVER STAR TELECOM	02/21/2025	Regular	0.00	1,750.65	90451
3923	SW WA LLC	02/21/2025	Regular	0.00	351.62	90452
4069	TERESA STEDMAN	02/21/2025	Regular	0.00	36.44	90453
197	THE COLUMBIAN	02/21/2025	Regular	0.00	127.54	90454
679	TRIANGLE RESOURCES INC	02/21/2025	Regular	0.00	325.00	90455
1940	US BANK N.A. - CUSTODY	02/21/2025	Regular	0.00	60.00	90456
1846	US BANK OFFICE EQUIPMENT FINAN	02/21/2025	Regular	0.00	558.46	90457
4167	Vancouver Janitorial Services LLC	02/21/2025	Regular	0.00	11,789.00	90458
1774	VERIZON WIRELESS	02/21/2025	Regular	0.00	4,601.70	90459
	**Void**	02/21/2025	Regular	0.00	0.00	90460
718	WA DEPARTMENT OF HEALTH	02/21/2025	Regular	0.00	8,482.30	90461
786	WASHOUGAL HARDWARE	02/21/2025	Regular	0.00	1,010.17	90462
	**Void**	02/21/2025	Regular	0.00	0.00	90463
785	WASHOUGAL LUMBER CO.	02/21/2025	Regular	0.00	11.13	90464

Check Register

Packet: APPKT01992-KHAP022025

<b>Vendor Number</b> 3241	<b>Vendor Name</b> WSP USA INC.	<b>Payment Date</b> 02/21/2025	<b>Payment Type</b> Regular	<b>Discount Amount</b> 0.00	<b>Payment Amount</b> 7,148.72	<b>Number</b> 90465
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Bank Code AP Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	51	42	0.00	1,007,300.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>51</b>	<b>44</b>	<b>0.00</b>	<b>1,007,300.96</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - OPERATING	2/2025	1,007,300.96
			<u>1,007,300.96</u>



Washougal, WA

# Check Register

Packet: APPKT02000 - KHAP022725

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
2947	AMEX PRODUCT INC	02/28/2025	Regular	0.00	60.00	90467
2386	BLACKLINE, INC	02/28/2025	Regular	0.00	3,717.65	90468
2661	BSK ASSOCIATES	02/28/2025	Regular	0.00	852.50	90469
3741	Canine Development Group, Inc	02/28/2025	Regular	0.00	140.00	90470
1578	CITY OF WASHOUGAL	02/28/2025	Regular	0.00	296.00	90471
3810	Clary Camas, LLC	02/28/2025	Regular	0.00	584.66	90472
263	COLF CONSTRUCTION	02/28/2025	Regular	0.00	40,846.31	90473
1274	COLUMBIA WEST ENGINEERING INC	02/28/2025	Regular	0.00	507.50	90474
762	Consor North America, Inc	02/28/2025	Regular	0.00	10,100.72	90475
4219	Cummins Inc	02/28/2025	Regular	0.00	1,108.00	90476
4121	David Fritz	02/28/2025	Regular	0.00	255.13	90477
1773	DAVID SCOTT	02/28/2025	Regular	0.00	230.00	90478
795	DEPT OF RETIREMENT SYSTEMS	02/28/2025	Regular	0.00	255.22	90479
938	DONALD WINGATE	02/28/2025	Regular	0.00	10.00	90480
3609	Ferrosafe	02/28/2025	Regular	0.00	300.00	90481
4209	GENUINE PARTS COMPANY	02/28/2025	Regular	0.00	157.05	90482
751	GRAINGER	02/28/2025	Regular	0.00	47.08	90483
379	GUNDERSON TIRE CENTERS	02/28/2025	Regular	0.00	4,112.02	90484
4311	HOWMEDICA OSTEONICS CORP	02/28/2025	Regular	0.00	98,598.18	90485
4104	Joe Turner P.C., Municipal Hearings	02/28/2025	Regular	0.00	663.73	90486
454	L.N. CURTIS & SONS	02/28/2025	Regular	0.00	287.39	90487
708	MCCORDS VANCOUVER AUTO CENT	02/28/2025	Regular	0.00	581.55	90488
3652	Mobley Engineering LLC	02/28/2025	Regular	0.00	8,827.20	90489
	**Void**	02/28/2025	Regular	0.00	0.00	90490
4292	Northside Ford Truck Sales INC	02/28/2025	Regular	0.00	2,045.46	90491
176	NORTHWEST NATURAL GAS CO	02/28/2025	Regular	0.00	5,201.17	90492
4071	OCD Automation INC	02/28/2025	Regular	0.00	4,150.00	90493
2285	PEACEHEALTH LABORATORIES	02/28/2025	Regular	0.00	280.00	90494
1017	RYAN BAKER	02/28/2025	Regular	0.00	139.40	90495
3378	SAFEFIRE, LLC	02/28/2025	Regular	0.00	2,452.10	90496
2548	SAGACITY CUSTOM PUBLISHING	02/28/2025	Regular	0.00	542.50	90497
3761	Securitas Technology	02/28/2025	Regular	0.00	471.88	90498
192	SKAMANIA CO SHERIFF'S OFFICE	02/28/2025	Regular	0.00	161.08	90499
3782	Solutions Yes, LLC	02/28/2025	Regular	0.00	54.76	90500
651	SUMMIT LAW GROUP	02/28/2025	Regular	0.00	410.00	90501
1593	SW WA REGIONAL TRANSPORTION	02/28/2025	Regular	0.00	6,150.00	90502
197	THE COLUMBIAN	02/28/2025	Regular	0.00	35.18	90503
4122	TimeClock Plus LLC	02/28/2025	Regular	0.00	1,546.77	90504
4225	Transpo Group USA, Incorporated	02/28/2025	Regular	0.00	3,473.75	90505
4299	WALSH, MICHAEL JOSEPH	02/28/2025	Regular	0.00	230.00	90506
785	WASHOUGAL LUMBER CO.	02/28/2025	Regular	0.00	49.40	90507

Check Register

Packet: APPKT02000-KHAP022725

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3399	WILCO FARMERS	02/28/2025	Regular	0.00	184.78	90508

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	41	0.00	200,116.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>70</b>	<b>42</b>	<b>0.00</b>	<b>200,116.12</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - OPERATING	2/2025	200,116.12
			<u>200,116.12</u>

# CITY OF WASHOUGAL

## CLAIMS VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE GOODS AND OR SERVICES CHARGED ON THE VOUCHERS ATTACHED HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

FINANCE \_\_\_\_\_

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT  
CK NUMBERS 90356-90368  
ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$2211.37 on February 12, 2025.

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_





Washougal, WA

# Check Register

Packet: APPKT01970 - EFTJanuary2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
1638	WA ST DEPT OF REVENUE EXCISE/U:	01/31/2025	Bank Draft	0.00	39,765.42	DFT04842
144	Department of Licensing	01/31/2025	Bank Draft	0.00	327.00	DFT04843
3482	GLOBAL PAYMENTS DIRECT, INC	01/31/2025	Bank Draft	0.00	521.43	DFT04845
3482	GLOBAL PAYMENTS DIRECT, INC	01/31/2025	Bank Draft	0.00	2,126.83	DFT04846
3482	GLOBAL PAYMENTS DIRECT, INC	01/31/2025	Bank Draft	0.00	24,800.66	DFT04847
3482	GLOBAL PAYMENTS DIRECT, INC	01/31/2025	Bank Draft	0.00	1,101.34	DFT04848
3264	RIVERVIEW VISA - DAVID SCOTT	01/31/2025	Bank Draft	0.00	43.98	DFT04849
4058	RIVERVIEW VISA - MONIE HOLMES	01/31/2025	Bank Draft	0.00	659.59	DFT04850
4275	RIVERVIEW VISA - MICHAEL J WALSI	01/31/2025	Bank Draft	0.00	200.00	DFT04851
4144	RIVERVIEW VISA - SCOTT COLLINS	01/31/2025	Bank Draft	0.00	434.00	DFT04852
3268	RIVERVIEW VISA - RYAN BAKER	01/31/2025	Bank Draft	0.00	5,662.68	DFT04853
3731	RIVERVIEW VISA - ZANE FRESCHETT	01/31/2025	Bank Draft	0.00	1,281.46	DFT04854
3269	RIVERVIEW VISA - THEO GOMEZ	01/31/2025	Bank Draft	0.00	1,681.73	DFT04855
3267	RIVERVIEW VISA - TREVOR EVERS	01/31/2025	Bank Draft	0.00	1,038.83	DFT04856
4284	RIVERVIEW VISA - ELENA BALLAS	01/31/2025	Bank Draft	0.00	1,352.67	DFT04857
4308	RIVERVIEW VISA - JASON VAN AALSJ	01/31/2025	Bank Draft	0.00	43.36	DFT04858
3729	RIVERVIEW VISA - KELLY CLARK	01/31/2025	Bank Draft	0.00	443.32	DFT04859
3945	RIVERVIEW VISA - ROSE JEWELL	01/31/2025	Bank Draft	0.00	2,599.11	DFT04860
4018	RIVERVIEW VISA - TERESA STEDMAN	01/31/2025	Bank Draft	0.00	1,411.42	DFT04889
800	WA CITIES INS. AUTHORITY	01/31/2025	Bank Draft	0.00	446,213.00	DFT04890
3266	RIVERVIEW VISA - MITCH KNEIPP	01/31/2025	Bank Draft	0.00	427.24	DFT04891
4105	RIVERVIEW VISA - DANIEL LAYER	01/31/2025	Bank Draft	0.00	515.20	DFT04899

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	532,650.27
EFT's	0	0	0.00	0.00
	<b>22</b>	<b>22</b>	<b>0.00</b>	<b>532,650.27</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - OPERATING	1/2025	532,650.27
			<b>532,650.27</b>

**AGENDA BILL #07-2025**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Emergency Utility Assistance

**DEPT. OF ORIGIN:**

Finance

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

No

**ATTACHMENTS:**

- ▯ **Emergency Utility Assistance 1**
- ▯ **Emergency Utility Assistance 2**

---

**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

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**SUMMARY STATEMENT**

On August 12, 2013, the Council adopted resolution 1072 establishing an Emergency Utility Assistance Program to provide assistance to low-income customers in order to prevent water shut off. Ordinance 1732 authorized the establishment of the fund. In 2024, resolution 1241 was approved to amend the program by increasing the annual transfer to 10% of utility late fee revenue to support the program and expand the availability of the program by reducing the period to receive the credit to once every six (6) calendar months. The Finance Committee reviews the applications for requirement compliance and approves each individual request.

**RECOMMENDED ACTION**

Authorize the transfer of funds from the utility assistance program to the customers utility account as approved by the Finance Committee.

# City of Washougal

#33

## Utility Assistance Program Approval

Claims presented have been reviewed by Finance for Accurate and adequate information

We the undersigned council members of Washougal, Washington do approve of the Utility Assistance payments as determined by the Finance Committee.

FINANCE COMMITTEE Ernie Suggs

FINANCE COMMITTEE David Fritz

FINANCE COMMITTEE Viv. Robertson

Amount to be approved by Council: \$250.00

Added to NOVUS for Final Council Approval \_\_\_\_\_

Council Meeting Date \_\_\_\_\_

Route to AP for Payment \_\_\_\_\_

# City of Washougal

#35

## Utility Assistance Program Approval

Claims presented have been reviewed by Finance for Accurate and adequate information

We the undersigned council members of Washougal, Washington do approve of the Utility Assistance payments as determined by the Finance Committee.

FINANCE COMMITTEE Ernie Suggs

FINANCE COMMITTEE David Fritz

FINANCE COMMITTEE Vin. Robertson

Amount to be approved by Council: \$250.00

Added to NOVUS for Final Council Approval \_\_\_\_\_

Council Meeting Date \_\_\_\_\_

Route to AP for Payment \_\_\_\_\_

**AGENDA BILL #08-2025**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

3/10/2025

**SUBJECT:**

Professional Services Agreement with OTAK, Inc. for Stormwater Compliance Assistance

**DEPT. OF ORIGIN:**

Public Works

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

No

**ATTACHMENTS:**

- ▯ **PSA Stormwater Compliance Assistance - Otak**

---

**EXPENDITURE REQUIRED:**

\$158,688.00

**BUDGETED:**

Yes

**APPROPRIATION REQUIRED:**

\$158,688.00

---

**SUMMARY STATEMENT**

The City of Washougal (City) has asked Otak to provide stormwater compliance assistance to supplement and build on work already completed by staff. Otak will help the City report, document and enhance pollution prevention procedures and operations manuals, streamline compliance strategies, miscellaneous Stormwater On-Call Services, and to provide training support - all within the established permit due dates.

**RECOMMENDED ACTION**

Authorize the City Manager to sign the professional services agreement with OTAK, Inc. for the Stormwater Compliance Assistance.



**City of Washougal**  
PUBLIC WORKS PURCHASING

**Contract Information Form** *(THIS FORM MUST ACCOMPANY EVERY CONTRACT)*

Contract Title: Stormwater Compliance Assistance Vault Filing Number: 2025-RFP-001  
 Vendor Name: OTAK Vendor Number: 2102  
 Contract Overview: Stormwater Compliance Assistance Contract Total: \$158,688.00

Project Manager: Scott Collins Ext: 230 Department: Public Works

Project Number: \_\_\_\_\_  
403-09-531-415-5041

Budget Code(s): \_\_\_\_\_

Engineer's Project Estimate: \$ \_\_\_\_\_

Contract Price: \$ \$158,688.00

Type of Procurement Method: Procurement Portal Solicitation

Project specifically identified in approved budget: N/A  YES  NO  \* if NO see below if project cost is greater than \$50,000 for public works, professional services, and personal services.

Does project change exceed administrative discretion threshold? N/A  YES  NO

If project exceeds administrative threshold, was it approved by Council? YES  NO  [Click here to enter a date.](#)

**City of Washougal, Washington**  
**PROFESSIONAL SERVICES AGREEMENT**

Project Name Stormwater Compliance Assistance

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and OTAK hereinafter referred to as "Contractor," whose address is: 700 Washington Street, Suite 300 Vancouver, WA 98660.

**WHEREAS**, the City desires to engage the Contractor to provide Professional Services and other related professional services for Stormwater Compliance Assistance, and Contractor has agreed to offer its professional services to perform said work, and

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

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:** Contractor agrees to:
  - a) See attached Scope and Rates in **SCOPE AND RATES DATED February 16, 2025.**
  - b) Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in EXHIBIT A. Payment for these services are for time and materials not to exceed.

**\$158,688.00** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

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

3. **Time of Performance:** The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services here under shall begin as of:  
Begin date of February 13, 2025, and be completed as of:  
End Date December 31, 2025.
4. **Delays and Extensions of Time:** If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
5. **Compensation and Schedule of Payments:** City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. The City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's project name annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

6. **Ownership of Records and Documents:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.
7. **Termination:** This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.

8. **Evaluation and Compliance with the Law:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.
9. **City Business and Occupation License & E-Verify Program:** Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

10. **Liability and Hold Harmless:** Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor shall defend indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, to the extent caused by the negligent acts, omissions, or misconduct of the Contractor, (or its employees, agents, representative, subcontractors/subconsultants), in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence or misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Debarment, Suspension Or Ineligibility:** The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
- b) Have not within a three (3) year period preceding this contract, 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 or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 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 above;
- d) Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
- e) Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**No Limitations:** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

**Minimum Scope of Insurance:** Contractors required insurance shall be of the types and coverage as stated below:

- a) **Automobile Liability:** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) **Commercial General Liability:** insurance shall be as least at broad as ISO

occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- c) Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

**Minimum Amounts of Insurance:** Contractor shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

**City Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

**Other Insurance Provision:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**Verification of Coverage:** Contractor shall furnish the City with original certificates and a

copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements required in this contract and evidence of all subcontractors' coverage.

**Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

**Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**Failure to Maintain Insurance:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. **Notices:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

**City:**  
City of Washougal  
1701 "C" Street  
Washougal, WA. 98671

**Contractor:**  
**NAME:** OTAK  
**ADDRESS:** 700 Washington Street, Suite 300  
**CITY STATE ZIP:** Vancouver, WA 98660

14. **Amendments:** This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.
16. **Ratification:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
17. **Governing Law/Venue:** This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF WASHOUGAL, a Municipal Corporation**

**BY:** \_\_\_\_\_  
City Manager

**ATTEST:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney

**CONTRACTOR, OTAK**

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_





## Attachment A

# City of Washougal Stormwater Compliance Assistance Scope of Work

Otak Project No. 022077.000  
2/16/2025

### Project Understanding

The City of Washougal (City) has asked Otak to provide stormwater compliance assistance to supplement and build on work already completed by staff. With an extremely small staff dedicated to stormwater permit compliance and changing composition of the staff, fulfilling the procedural, documentary, and training requirements of the MS4 Permit can be challenging. Otak will help the City report on the existing good work being done in regard to stormwater compliance, document and enhance pollution prevention procedures and operations manuals, streamline compliance strategies, and to provide training support - all within the established permit due dates. The key Washington State Department of Ecology (Ecology) due dates are:

- Stormwater Management Program Plan (SWMP) document – March 31, 2025
- Internal Procedures for IDDE – June 30, 2025
- 2024 NPDES Annual Report – March 31, 2025

### Scope of Work

#### 1. Project Management

The Project Manager will plan, manage, and perform quality control review of all work activities. The purpose of this task is to manage the project through its lifetime and deliver products that meet the City's expectations and schedule. This project management task includes the following activities:

- Contract setup, administration, and any amendments.
- Manage and coordinate efforts to plan, execute, and perform quality control review of all work activities and project deliverables.
- Prepare and submit monthly status report that tracks progress, schedule, and budget.

#### **Task 1 Deliverables**

- Monthly invoice and status reports
- Meeting notes summary

#### **Task 1 Assumptions**

- Otak project manager and study lead will prepare for and participate in monthly (0.5-hour) project coordination meetings with the City on Teams.
- Task coordination meetings will be charged to the task that is being worked on.
- Project spans approximately 12 months.

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## **2. Public Works Operations Yard SWPPP**

This task includes updating the Public Works Operations Yard Stormwater Pollution Prevention Plan (SWPPP) to meet current permit requirements. To complete this task a site visit will be performed with relevant Operations staff to review current site operations, storage practices, and perform an inventory of exposed materials and equipment. Pollutants associated with site operations will be reviewed along with current operational, structural, and treatment best management practices (BMPs). Any compliance gaps identified will be documented and discussed with the Washougal Project Manager.

### ***Task 2 Deliverables***

- Compliance gaps spreadsheet
- Draft SWPPP in pdf format for review
- Final SWPPP in Word and pdf formats

### ***Task 2 Assumptions***

- One (1) site visit (up to 4-hours including travel time) will be performed with two (2) Otak staff, Washougal Project Manager, and relevant Operations staff.
- Two (2) virtual task coordination meeting (up to 2-hours) with Otak Study Lead and Washougal Project Manager will be performed to address compliance gaps identified during site visit, develop appropriate BMPs, and other details required to complete the report.
- A modified version of Ecology's Industrial SWPPP template will be used along with the 2018 SWPPP report completed by Otak.
- New site map will be generated in ArcGIS that includes an aerial image along with the facility's stormwater drainage, direction of flow, discharge location, storage locations, vehicle maintenance and wash areas, spill kit locations, and additional features relevant to the SWPPP.
- Effort includes addressing one (1) round of review comments from the City on the draft SWPPP.

## **3. 2025 Stormwater Management Program (SWMP)**

The Stormwater Management Plan (SWMP) update is a priority task since it is due to Ecology by March 31, 2025. To complete this effort with a quick turnaround time, Otak will review the current SWMP document, meet with staff to document other activities or changes to procedures, and perform a regulatory review of the SWMP. Compliance gaps identified in the required nine components (Section S5.C) will be summarized in a gap analysis spreadsheet along with a list of proposed actions and measurable goals.

Once the gap analysis is complete, Otak will meet with City staff to review the spreadsheet and work collaboratively to select a list of activities and measurable goals for each required component.

For the City's internal use, Otak will develop an implementation schedule for permit requirements, including showing start dates with enough lead time to meet due dates. The schedule will also indicate what type of work or support may be required, e.g. consultant support, equipment purchase, or in-house staffing.

### ***Task 3 Deliverables***

- Gap analysis spreadsheet
- Draft SWMP in Word format for review
- Final SWMP in Word and pdf formats
- Schedule, draft and final

### **Task 3 Assumptions**

- Two (2) virtual task coordination meeting (up to 2-hours) with Otak project manager, study lead, and planner; and Washougal project manager to coordinate on permit requirements and task deliverables including timeline.
- Effort includes addressing one (1) round of review comments from the City on the draft SWMP and the timeline.

## **4. Stormwater Decant Facility (SDF) Operations Manual**

Otak's approach to updating the Stormwater Decant Facility (SDF) Operations Manual will be to perform a site visit to the City's Stormwater Decant Facility with Otak project manager and study lead; Washougal Project Manager, and relevant Operations staff to observe current operations and review collection, storage, and processing standard operating procedures (SOPs). Information collected during the site visit will be used to research alternative operational BMPs for the collection of stormwater solids and liquids during maintenance activities, disposal options, and maintenance practices. Current challenges and identified deficiencies will be documented in a brief memorandum.

Otak will review the MS4 Phase II permit requirements for decant facilities, the Waste Discharge Permit requirements, and operations manuals of other decant facilities in Western Washington. Otak will develop revised SOPs based on current requirements and feedback from Operations staff including maintenance schedules. Otak will also work collaboratively with the City to identify what facilities the City can dispose of solids and verify compliance with the applicable regulations. The SDF Operations Manual will be revised to include the new SOPs, recordkeeping requirements, maintenance and inspection schedules, and waste management practices. These revisions will also include figure updates for the site access plan, operations overview, and treatment schematic. Our goal will be to keep the SOPs clear and concise, so they are easy to follow by Operations staff, and they ensure compliance with permit requirements that include minimizing environmental impacts.

### **Task 4 Deliverables**

- Gap analysis memorandum
- Draft SOPs in pdf format for review
- Final SOPs in Word and pdf formats
- Draft SDF Operations Manual in pdf format for review
- Final SDF Operations Manual in Word and pdf formats

### **Task 4 Assumptions**

- One (1) site visit (up to 4-hours including travel time) will be performed with two (2) Otak staff, Washougal Project Manager, and relevant Operation staff.
- Two (2) virtual task coordination meeting (up to 2-hours) with Otak Project Manager, Study Lead, and Planner; and Washougal Project Manager to review the gap analysis findings and gather information to complete SOPs and operations manual to meet stormwater and waste discharge permit requirements.
- Otak will not update Section 5 of the current SDF Operations Manual that includes rate structure, rate updates, and billing process.
- The updated SDF Operations Manual will be approximately the same length as the current manual and will include 3 figures showing site access, operations overview, and treatment schematic.

## 5. Developing Internal Procedures for IDDE

This task will be prioritized after the SWMP update (Task 3) since these procedures (S5.C.5.a. and S5.C.5.d.) must be submitted to Ecology by June 30, 2025, per the City's G20 notification letter and compliance schedule. The work includes formally documenting the City's existing procedure for reporting, correcting, and removing illicit connections, spills, and other illicit discharges when suspected or identified (S5.C.5.a). The work also includes formally documenting the City's existing procedures for investigating the MS4, including field screening and methods for identifying potential sources of illicit discharges (S5.C.5.d).

Together with the City, Otak will assess whether new standard operating procedures will be produced, or whether we will update the City's 2012 Illicit Discharge Detection and Elimination Program Manual (Microsoft Word - Final Washougal IDDE Manual Feb 2012.docx).

### **Task 5 Deliverables**

- Draft IDDE procedures (2)
- Final IDDE procedures (2)

### **Task 5 Assumptions**

- Effort includes addressing one (1) round of review comments from the City on the draft IDDE procedures.

## 6. Employee Stormwater Training

This task includes development and delivery of an in-person employee stormwater training presentation that provides an overview of what is in the SWPPP and how employees can be effective implementing BMPs to prevent contamination of stormwater. The training will provide an overview of pollution generating activities, associated pollutants, pollutant control measures, as well as spill control and response procedures. An additional stormwater presentation will be generated to be used for onboarding of new Operations staff and other staff with duties related to NPDES Permit compliance. This presentation will be similar to the in-person training session but simplified and include additional background on regulations and operational procedures.

### **Task 6 Deliverables**

- Draft in-person presentation in pdf format for review.
- Final in-person presentation in PowerPoint and pdf formats.
- Employee training log in pdf format.
- Draft onboarding presentation in pdf format for review.
- Final onboarding presentation in PowerPoint and pdf formats.

### **Task 6 Assumptions**

- Two (2) Otak staff will perform the SWPPP training in-person.
- The training is anticipated to be up to 2-hours long.

## 7. Miscellaneous Stormwater On-Call Services

Otak will be available on an on-call basis to assist the City with a broad range of stormwater compliance, inspection, and management issues as they arise. On-call tasks may be agreed up to the maximum value of the contract. Otak's 2025 category rates are shown in Attachment C.

### **Task 7 Assumptions**

- Task 7 is not included in the fee estimate for Tasks 1 through (Attachment B).

## Scope of Work continued

- Tasks will be negotiated separately up to the contract maximum.
- For on call tasks, after agreeing on scope and fee with the Project Manager, Otak will proceed with email notice to proceed or another written instrument acceptable to the City.





# Attachment C

**Otak, Inc.**  
**2025 Billing Rate Schedule**  
**City of Washougal Stormwater Compliance Assistance**  
**Otak Project No. 22077.000**  
 Effective beginning 01/18/2025

Discipline/Labor Category	Rate		
<b><u>Engineering</u></b>		<b><u>Science</u></b>	
Sr. PIC/Sr. PM Civil	364.00	PIC/Scientist	253.00
PIC/Sr. PM Civil	314.00	Scientist VI	213.00
Civil Engineer X	244.00	Scientist V	185.00
Civil Engineer IX	228.00	Scientist IV	160.00
Civil Engineer VIII	213.00	Scientist III	140.00
Civil Engineer VII	197.00	Scientist II	126.00
Civil Engineer VI	183.00	Scientist I	99.00
Civil Engineer V	168.00	Environmental Specialist	153.00
Civil Engineer IV	159.00		
Civil Engineer III	146.00	<b><u>Landscape Architecture &amp; Planning</u></b>	
Civil Engineer II	136.00	Planner VI	201.00
Civil Engineer I	125.00	Planner V	185.00
Engineering Designer V	155.00	Planner IV	170.00
Engineering Designer IV	138.00	Planner III	158.00
Engineering Designer III	127.00	Planner II	143.00
Engineering Designer II	115.00	Planner I	132.00
Engineering Designer I	98.00	Planner Associate IV	127.00
Engineering Tech VII	183.00	Planner Associate III	117.00
Engineering Tech VI	143.00	Planner Associate II	102.00
Engineering Tech V	132.00	Planner Associate I	84.00
Engineering Tech IV	123.00	Sr. GIS Specialist - Planner	157.00
Engineering Tech III	96.00	GIS Specialist - Planner	125.00
Engineering Tech II	86.00		
Engineering Tech I	76.00	<b><u>Project Support Services</u></b>	
		Graphics Specialist	132.00
		Project Coordinator III	160.00
		Project Coordinator II	150.00
		Project Coordinator I	129.00
		Project Admin Asst	99.00