

AGREEMENT
Park Plaza Soft Cost Support

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the **Stevenson Downtown Association**, hereinafter referred to as “SDA”.

Recitals

1. The City of Stevenson desires to increase assets in the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to design, engineer and construct a plaza.
3. The Stevenson Main Street Program vision is for a vibrant and attractive downtown that is home to businesses and welcoming to residents and visitors. The cornerstone tenets of the Stevenson Main Street Program include Organization, Promotion, Design, and Economic Vitality. The City recognizes that a vibrant downtown is a draw for tourists while also enhancing the quality of life for local residents.
4. SDA is uniquely qualified to manage a plaza project, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
5. It is in the City’s interest to contract with SDA to perform certain activities relating to the design, implementation, and management of the plaza project that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. SDA will perform the work set forth below and submit requests for payment to the City as outlined in section 3 below.
 - a. SDA will design and construct the plaza project as described on Exhibit A, incorporated herein by reference, with final design approval by City Council.
 - b. SDA will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. SDA will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. In consideration of the work to be performed as described herein, the City will pay the SDA an initial sum of \$65,550 for engineering services. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with backup documentation to the city.

- b. An additional \$37,850 will be authorized for additional soft costs outlined in Exhibit A after approval of the grant by the Washington State Recreation and Conservation Office. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with backup documentation to the city.
 - c. Total costs authorized in this contract shall not exceed \$103,400.
 - d. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - e. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. SDA shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of "SDA". It is hereby understood, agreed and declared that SDA is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. SDA shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.
- SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by SDA employees, agents, contractors, subcontractors or other representatives.
10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

12. Equal Opportunity and Compliance with Laws. SDA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, SDA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and SDA have legal authority to enter into this agreement on behalf of City and SDA respectively and have full authority to bind City and SDA in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

President

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson Downtown Association

Contact Person: Marie Gluesenkamp Perez

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 360 818 1429

Email: Director@StevensonMainstreet.org

Name of Proposed Event: Park Plaza Project SDA

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

1. Describe your organization. Include your TIN/EIN if applicable.

EIN: 81-3500088

The Stevenson Downtown Association is a non-profit coalition of neighbors, business owners and community leaders passionate about Downtown Stevenson. We believe a thriving downtown is crucial to the long-term health and vitality of our community

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

Support the development of a central park plaza in the courthouse lawn by providing matching funds that will be leveraged with a Washington State Recreation and Conservation Office grant providing 70% of the cost of the park. The RCO funds should be received in July of 2019, during that first month we will begin archeological discovery research with DAHP, followed by core sampling and geo-tech engineering, the development of construction plans and in the fall of 2019, weather permitting, we will begin excavation and construction. All of our major private donors (accounted for in the MSTCI program and BNSF grant) have requested that their donations not be used for soft-costs such as engineering and design. We are asking for TAC funds to cover specifically these initial costs that our business donors are unwilling to cover

3. How much are you requesting from City of Stevenson Lodging taxes?

\$103,400.00

4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

Our request for a donation of \$103,400.00 to cover the majority of soft costs of construction represents 14,29% of the total cost of phase one of park plaza. Phase one construction includes the development of a 75 person amphitheater, a ADA lighted walkway through the park, extensive grading and retaining wall installation. Please see attached budget for complete construction cost estimates, professionally prepared by Maul Foster and Associates. See attachment two for a visual rendering of the completed phase one of the park.

PLAZA				
Revenue			Expense	
RCO grant	\$500,000.00			
SDA MSTCI	\$70,000.00		engineering	\$65,550.00
BNSF Grant	\$50,000.00		permitting	\$21,850.00
	\$620,000.00		Archaeological Resources Review	\$5,000.00
			sum soft costs	\$92,400.00
TAC	\$103,400.00		sales tax 7.7%	\$7,114.80
			sum soft costs and tax	\$99,514.80
			contingency 30%	\$29,854.20
Plaza total cost	\$723,400.00		Total Soft Costs=	\$129,369.00
			Plaza Total	\$723,400.00

5. Please describe your current fund-raising efforts for this project.

Our major source of funding for the SDA is the Main Street Tax Credit Incentive Program. In addition, we carefully document our achievements to provide fodder for external grant applications and dedicate time on a weekly basis for grant research and development.

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

Once a multi-phase project funded by an RCO grant is successfully completed, projects are very likely to be funded for phase two. We are confident we will be able to secure funding for phase two of the park plaza which includes a water feature, splash pad, fire pits and outdoor dining space that will be rentable to the neighboring restaurant. Rental income from the adjacent restaurant will support ongoing operations cost at the park plaza. In addition, the neighboring parole office could provide court-ordered community service labor to assist in park maintenance. Additionally, the park could be rented for special events. The SDA is also exploring opportunities to create a trust fund for park rehabilitation funds in the future. We fully anticipate the plaza will increase property values and sales revenues in the downtown district as well as creating more job opportunities as a downstream effect.

7. Describe your plans for advertising and promoting your proposed activity or facility.

The SDA is helping to creating a group of “Community Advocates” to publicly support the development and management of the park. These independent leaders will be recruited from all demographics and geographics of the county. Initially, these leaders will support the park through a letter writing campaign, door to door signature gathering, online activism and attending public workshops. In time, these leaders will form a indepent “friends of the park” type organization to advocate for the long-term success of the park including fundraising and programming opportunities.

8. Explain how your activity or facility will result in increased tourism and overnight stays.

The SDA promotes excellence in design, operation and programming in the Downtown Business District. A primary focus of 2019 will be increasing the street-level experience and programing of Stevenson including the creation a free, self guided walking tour as well as a new amphitheater in the courthouse lawn to enhance existing activities such as the farmers market and support the development of new outdoor events. A vibrant downtown will encourage travelers to stop and visit Stevenson, eat and shop, and plan overnight trips.

9. List the number of tourists expected to attend your activity or facility in each of these categories:

- a. Staying overnight in paid accommodations. 1000
- b. Traveling 50 miles or more from their place of residence or business. 5,000
- c. Traveling from another state or country. 2,000

10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

We borrow expertise from each organization to ensure excellence in design and execution. We are in close communication with chamber staff to ensure we don't schedule competing events and that key community players are notified of our activities and part of the design process.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

The SDA is helping to facilitate a MOU between the City and the County to define who will own, operate, manage and maintain the plaza. Initial discussions were held in August and are ongoing. .

12. How will the Stevenson community benefit from your project?

The Park plaza will be in the heart of civic life in the county, the courthouse lawn. It will provide a park in an urban setting that is accessible to young and old and allows for casual interaction and organized events such as the Christmas tree lighting, High School Band performance, and Easter egg hunt.

We strive to ensure that each activity we undertake grows the native resources and skills of our community so that rather than bringing in experts from outside the community to perform an activity, we collaborate with external experts to train our local community in how best to execute our programs.

13. Sign and date your proposal.

A handwritten signature in black ink, appearing to be 'M. J. P.', written in a cursive style.

Tuesday, 16th October, 2018

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

If multiple activities are planned, please submit a separate application for each activity.



LOOKING TO THE FUTURE 1
SCALE: 1" = 20' - 0"

STEVENSON BUSINESS ASSOCIATION
CITY OF STEVENSON, WA



Phase I rendering



LOOKING TO THE FUTURE 1
SCALE: 1" = 20' - 0"

STEVENSON BUSINESS ASSOCIATION
CITY OF STEVENSON, WA



Phase II rendering

Park Plaza SDA TAC Application

**Preliminary Opinion of Probable Costs for Stevenson City Park
Phase 1**

Stevenson, Washington

COST ESTIMATE ASSUMPTIONS:
 -- Quantities based on files and renderings prepared by Rock Cove Design (2015)
 -- Does not include art work installations or special surface treatments (concrete staining/stamping, etc)
 -- Does not include street frontage improvement costs

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	NOTES
Mobilization	1	LS	\$ 40,700	\$ 40,700	Contractor mobilization/demobilization
Erosion and sediment control	1	LS	\$ 5,000	\$ 5,000	Temporary ESC BMPs installation and removal
Stevenson Park Site Development					
Seat Wall (Assume 24" tall)	620	SF	\$ 30	\$ 19,000	Concrete Seat wall, 20-inch above grade, incl. foundation
Concrete Surface	6530	SF	\$ 9	\$ 59,000	Concrete paving for common areas
Cast in Place Stairs	425	SF	\$ 35	\$ 15,000	Concrete custom formed stairs
Site Grading	2000	CY	\$ 25	\$ 50,000	Assumes 3' of excavation across majority of site
Sidewalks	3120	SF	\$ 7	\$ 22,000	Concrete sidewalks and walkways
Cantilever Retaining Wall (4' high)	620	SFF	\$ 35	\$ 22,000	Cast-in-place Concrete retaining walls, 4' typical height
Basalt Column Wall - 3' height	80	EA	\$ 683	\$ 55,000	Basalt column retaining walls, 3' typical stone height (30" dimension square)
Basalt Column Wall - 5' height	0	EA	\$ 1,140	\$ -	Basalt column retaining walls, 5' typical stone height (30" dimension square)
Basalt Column Wall - 8' height	0	EA	\$ 1,823	\$ -	Basalt column retaining walls, 8' typical stone height (30" dimension square)

Basalt Column Wall - 10' height	60	EA	\$ 2,273	\$ 137,000	Basalt column retaining walls, 10' typical stone height (30" dimension square)
Pavers	0	SF	\$ 42	\$ -	Brick pavers for covered area on east seating area
Water Feature	0	EA	\$ 25,000	\$ -	Pumps, piping, and lining for water feature
Flagpole	1	EA	\$ 3,000	\$ 3,000	Flagpole structure with base
Fire Pit	0	EA	\$ 2,500	\$ -	Firepit with natural gas service
Decorative Columns	0	EA	\$ 4,000	\$ -	Decorative vertical columns in lower common area
Water Fountain	0	EA	\$ 4,000	\$ -	Water fountain in lower common area
Electrical Service / Lighting	1	LS	\$ 15,000	\$ 15,000	Lights and conduit/wiring/transformer/control panels for park
Restroom/Mechanical	0	SF	\$ 160	\$ -	Below grade restroom and mechanical room, cast-in-place concrete walls
Stormwater catchment and conveyance systems	1	LS	\$ 10,000	\$ 10,000	Stormwater catchment and conveyance structures, water quality not included
Sanitary Sewer Connection	0	LS	\$ 25,000	\$ -	Sanitary Sewer Line from restroom to street
Landscaping	1	LS	\$ 30,000	\$ 30,000	
Stevenson Park Site Development Subtotal				\$ 437,000	

Soft Costs					
Engineering Design	1	LS	\$ 65,550	\$ 65,550	15% of Construction Cost
Permitting	1	LS	\$ 21,850	\$ 21,850	5% of Construction Cost
	1	LS		\$ -	
	1	LS		\$ -	
	1	LS		\$ -	
	1	LS		\$ -	
Treatment System Upgrade Subtotal				\$ 87,400	

Project Subtotal \$ 524,400
 30% Contingency \$ 158,000
 Sales Tax (7.7%) \$ 41,000
TOTAL COST \$ 723,400