

AGENDA
CITY OF STEVENSON COUNCIL MEETING
February 17, 2022
6:00 PM, City Hall and Remote

*****Those attending in-person will be required to wear facemasks regardless of vaccination status and practice distancing.*****

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/UC4k9bA0IEvsF6PSoDwjvA/>

Information in parentheses after the agenda item reference the 2021-2022 council goal the item relates to.
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. CHANGES TO THE AGENDA: *[The Mayor may add agenda items or take agenda items out of order with the concurrence of the majority of the Council].*

a) * 2/15 changes include:

- Addition of Covenant for the Wastewater Collection System Improvement Project (item 8d)
- Addition of Fire Department Strategic Plan Agreements (item 8f)
- Addition of Interlocal Agreement with Stevenson Community Pool District (item 8g)
- Addition of SR Zoning Code Amendment - Initial Presentation (item 8h)
- Addition of Fire Department Report (item 9e)
- Addition of Vouchers (item 11a)

b) ** 2/16 changes include:

- Revision of Interlocal Agreement with Stevenson Community Pool District (item 8g)
- Addition of Red Cross Proclamation (item 8i)
- Addition of Stevenson Downtown Association Report (item 9f)

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

a) Approve Resolution 2022-391 Banking Authorization - City Administrator Leana Kinley presents resolution 2022-391 updating the banking authorization by removing former councilmember Robert Muth and adding councilmember Dave Cox for council consideration.

- b)** **Approve Contract Amendment with Exigy LLC** - The attached contract amendment with Exigy LLC extends the contract through December 31st for a public workshop on diversity, equity and inclusion due to the recent rise in COVID cases, as discussed at the January 20th council meeting.
- c)** **Skamania County Prosecuting Attorney Agreement** - City Administrator Leana Kinley presents the 2022 contract with Skamania County for Prosecuting Attorney services. There are no changes from the 2021 contract.
- d)** **Water Adjustment** - Windermere Property Management (meter No. 106900) requests a water adjustment of \$1,000.00 for a leak with they have since repaired.
- e)** **Water Adjustment** - Gary Dunphy (meter No. 809400) requests a water adjustment of \$209.65 for a leak which they have since repaired.
- f)** **Liquor License Renewal** - A&J Select Market
- g)** **Minutes** of January 20, 2022 Council Meeting.

MOTION: To approve consent agenda items a-g.

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

5. PUBLIC HEARINGS:

- a)** **Shoreline Management Program Amendments** - Community Development Director Ben Shumaker presents the required and recommended changes to the Shoreline Management Program as submitted by Ecology for public comment and council discussion. Additional documents can be found on Ecology's website at <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/State-approved-Shoreline-Master-Programs/Stevenson> and the documents regarding the city's initial approval can be found in the December 20, 2018 council meeting packet on the city's website ci.stevenson.wa.us.

6. SITUATION UPDATES:

- a)** **Sewer Plant Update (1)** - City Administrator Leana Kinley will present an update on the Stevenson Wastewater System and the Compliance Schedule.

7. UNFINISHED BUSINESS:

- a)** **Discuss TextMyGov Proposal** - City Administrator Leana Kinley presents the proposal from TextMyGov for communication services with an initial set-up fee of \$1,200 and annual cost of \$3,000 for council discussion and consideration.

MOTION: To approve the proposal from TextMyGov for communication services as presented for an initial fee of \$1,200 and an annual cost of \$3,000.

8. COUNCIL BUSINESS:

- a) Approve Resolution 2022-393 Revising Purchasing Policy** - City Administrator Leana Kinley presents a staff memo and resolution 2022-393 revising the purchasing policy for council review and consideration.

MOTION: To approve resolution 2022-393 revising the purchasing policy and repealing resolution 227 in its entirety.

- b) Approve Contract Extension with WSP** - City Administrator Leana Kinley presents the contract extension with WSP for the design phase of the First Street project. There is a path forward on the project separate from the right of way turn-back agreement requiring design changes and updated cost estimates. The City will need to reapply for the grant to complete the construction phase.

MOTION: To approve the contract extension with WSP as presented.

- c) Approve WW Collection System Phase 1 Project Change Orders** - City Administrator Leana Kinley presents construction change orders 1 and 2 for the 2021 Wastewater Collection System Improvements Project. Change order 1 removes contractual language regarding commencement start date due to the change in contract date stemming from supply chain issues. Change order 2 is related to moving the lift station to allow building access, revising access hatch frames, and modifying the bridge crossing for an overall reduction in the amount of \$7,621.93. The total revised contract amount will be \$1,932,275.86.

MOTION: To approve the 2021 wastewater collection system improvement project change orders 1 and 2 in the combined amount of a \$7,621.93 reduction for a revised total contract amount of \$1,932,275.86.

- d) *Approve Covenant of Purpose Use and Ownership** - City Administrator Leana Kinley presents a 20 year covenant of purpose, use and ownership with the Economic Development Administration for the 2021 Wastewater Collection System Improvement project.

MOTION: To approve the 20 year covenant of purpose, use and ownership with the Economic Development Administration for the 2021 Wastewater Collection System Improvement project.

- e) Approve WWTP Improvements Phase I Major Equipment Procurement Revised Contracts(1)** - City Administrator Leana Kinley presents two contracts with changes outside of what was already approved at the January 5th special council meeting. APSCO updated their delivery date and has additional language in the contract. Another

contractor has been found non-responsive as the proposed delivery date is not acceptable. The alternate bidder on the item, Lakeside, will be awarded the project. The initial memo on the bid is included for reference as well as a copy of their contract modification requests, which are acceptable to City staff, consultants and attorney. A third contract with Aquarius is expected ahead of the council meeting.

MOTION: To approve and authorize the Mayor to sign the revised equipment procurement contracts for the wastewater treatment plant phase 1 as follows:

-Section 43 25 00 Submersible Screw Centrifugal Pumps with APSCO/Trillium in the amount of \$85,522.42, a delivery date of 294 days rather than 154 days, and additional contract language on page 10;

-Section 46 23 00 Grit Removal Equipment with Lakeside in the amount of \$161,485.38, a delivery date of 180 days rather than 154 days, with revised indemnification language and the final two payments will be paid within 270 days of the delivery date;

-Section 46 51 33 Fine Bubble Diffusers-Paragraph 1.05.B New Aeration Basin and Alternate 1: Section 46.51.33 Fine Bubble Diffusers - Paragraph 1.05.C Oxidation Ditch with Aquarius in the amount of \$90,037.20

f) ***Approve Fire Department Strategic Plan Agreements** - City Administrator Leana Kinley presents the staff memo, the Participating Agency Endorsement and Authorization for NPPGov, and the Personal Services Contract with Emergency Services Consulting International (ESCI) for consultant services to conduct a Strategic Plan for the Stevenson Fire Department and Skamania County Fire District 2 for council review and consideration.

MOTION: To authorize City Administrator Leana Kinley to sign the Participating Agency Endorsement and Authorization for participation in National Purchasing Partners (NPPGov) Intergovernmental Cooperative Purchasing Agreement on behalf of the City of Stevenson.

MOTION: To approve the Personal Services Contract with ESCI in the amount not to exceed \$16,350.

g) ****Approve Interlocal Agreement with Stevenson Community Pool District** - City Administrator Leana Kinley presents the revised interlocal agreement with the Stevenson Community Pool District for a 2-year \$40,000 loan at 2% interest to help facilitate opening the pool as mentioned at the January 20, 2022 council meeting for council review and consideration.

MOTION: To approve the interlocal agreement with the Stevenson Community Pool District for a two-year \$40,000 loan at 2% interest.

- h)** ***Initial Presentation of SR Zoning Code Amendments** - Community Development Director Ben Shumaker presents the staff memo regarding requested zoning code amendments in the SR district for setback caveats and a draft ordinance for council review. the Planning Commission held a public hearing on Monday February 14th on the matter and their recommendations for council approval are incorporated into the draft ordinance.
- i)** **** Approve Proclamation Recognizing March 2022 as Red Cross Month** - Mayor Scott Anderson presents proclamation 2022-01 recognizing March, 2022 as Red Cross Month for council consideration.

MOTION: To approve proclamation 2022-01 recognizing March 2022 as Red Cross Month.

9. INFORMATION ITEMS:

- a)** **Housing Programs Report** - The January report on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.
- b)** **Chamber of Commerce Activities** - The report presented describes some of the activities conducted by Skamania County Chamber of Commerce in January 2022.
- c)** **Financial Report** - City Administrator Leana Kinley presents the initial Treasurer's Report and year-to-date revenues and expenses through January 2022. The beginning balances have not been entered as 2021 is not closed out.
- d)** **Sheriff's Report** - The Skamania County Sheriff's report for activity within Stevenson city limits for January, 2022 is presented for council review.
- e)** ***Fire Department Report** - The Stevenson Fire Department's report for January 2022 is presented for council review.
- f)** ****Stevenson Downtown Association Activities** - The report presented describes some of the activities conducted by Stevenson Downtown Association in 2021.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Ben Shumaker, Community Development Director
- b) Leana Kinley, City Administrator

11. VOUCHER APPROVAL: Vouchers will be presented prior to the meeting.

- a)** ***January 2022 payroll and February 2022 AP checks have been audited and are presented for approval. January payroll checks 15753 thru 15758 total \$78,541.32 which**

includes EFT payments. February 2022 AP checks 15759 thru 15822 total \$259,043.50. The AP check register with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

12. MAYOR AND COUNCIL REPORTS:

13. ISSUES FOR THE NEXT MEETING: *[This provides Council Members an opportunity to focus the Mayor and Staff's attention on issues they would like to have addressed at the next council meeting.]*

14. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- February 21st, President's Day - City Offices Closed
- March 14th, 6pm Planning Commission Meeting
- March 17th, 6pm City Council Meeting

CITY OF STEVENSON

RESOLUTION NO. 2022-391

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON
GRANTING SIGNATURE AUTHORITY FOR BANKING SERVICES**

Recitals

WHEREAS, the term for Councilmember Robert Muth ended effective December 31, 2021 and Councilmember Dave Cox was appointed Mayor Pro Tempore effective January 1, 2022.

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

Effective February 17, 2022, Councilmember Dave Cox is to be added as an authorized signer to the following bank accounts / banking services for the City of Stevenson, and former Councilmember Robert Muth is to be removed:

Umpqua Bank:

General Checking: 2100004130

PASSED by the Council of the City of Stevenson this 17th day of February, 2022.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Kenneth B. Woodrich, PC
City Attorney

**CITY OF STEVENSON
PROFESSIONAL SERVICES CONTRACT AMENDMENT #2**

**Between Exigy LLC
And the City of Stevenson**

For professional services for providing a diversity, equity, and inclusion workshop.

This agreement entered into this 17th day of February 2022 by and between the CITY OF STEVENSON a municipal corporation located in the County of Skamania, State of Washington (hereinafter referred to as the City) and Exigy LLC (hereinafter referred to as the Contractor).

The parties recite and declare that:

1. The City and the Contractor entered into a Professional Services Contract on the 20th day of May, 2021 for professional services for a workshop on diversity, equity, and inclusion;
2. An extension of the timeframe prescribed in that agreement is necessary; and
3. The City and the Contractor are desirous of entering into a contract to formalize their relationship.

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

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

This contract shall constitute an extension of the term of the contract dated May 20, 2021, effective May 20, 2021 and scheduled therein to expire March 31, 2022. This extension provides the contract term shall expire, unless otherwise terminated or extended, upon completion of the Scope of Work and Description of Additional Work and not later than December 31, 2022.

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

**Section 4
Complete Agreement**

This written agreement constitutes a supplement to the Professional Services Contract dated May 20, 2021. Except as specifically modified herein, all terms of the May 20, 2021 Contract remain in full force and effect. The terms of the May 20, 2021 Contract together with the terms of this Contract Amendment embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Contractor other than contained herein.

**Section 5
Certification of Authority**

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

[Signatures appear on next page]

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

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Jeffrey R. Swanson
Principal, Managing Director
Name & Title

PO Box 5678
Vancouver, WA 98668

Mailing Address

(360) 975-9466
Telephone Number

84-4477958
Federal Tax ID Number

604458582
UBI#

Approved as to form

Kenneth B Woodrich,
City Attorney

**INTERLOCAL AGREEMENT FOR LEGAL SERVICES
(PROSECUTING ATTORNEY)**

THIS AGREEMENT, entered into this 17th day of February, 2022 is by and between the **CITY OF STEVENSON**, a Municipal Corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **SKAMANIA COUNTY**, a legal subdivision of the State of Washington, by and through its Prosecuting Attorney (hereinafter referred to as "Attorney").

The parties recite and declare that:

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

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

**Section One
Purpose of Employment**

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

**Section Two
Acceptance and Duration of Employment**

The City does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2022, and ending on the 31st day of December, 2022, for the performance of legal services herein set forth.

Section Three
Place of Work

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

Section Four
Nature of Duties

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

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

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

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

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

Section Five
Compensation

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

Section Six
Nature of Employment

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

Section Seven
Termination

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

Section Eight
Modification

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

Section Nine
Indemnification

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

Section Ten
Notice

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

City of Stevenson

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

SKAMANIA COUNTY

c/o Prosecuting Attorney, Adam Kick

P.O. Box 790
Stevenson, WA 98648

Section Eleven
Interlocal Agreement

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

- a. Duration. The duration shall be as set forth in Section 2 above, or as otherwise agreed to by the parties pursuant to this Agreement.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to utilize County prosecution services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section Seven, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

Section Twelve
Complete Agreement

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

[Signatures appear on next page]

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

CITY OF STEVENSON, a Washington
Municipal Corporation

SKAMANIA COUNTY, a Legal Subdivision of
the State of Washington

Board of Commissioners

By: _____
Scott Anderson, Mayor

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

By: _____
Leana Kinley, City Clerk

By: _____
Debbie Slack,
Clerk of the Board

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Adam Kick, Prosecuting Attorney

DRAFT MINUTES
CITY OF STEVENSON COUNCIL MEETING
January 20, 2022
6:00 PM, City Hall and Remote

1. **CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor Anderson called the meeting to order at 6:01 p.m., led the group in reciting the pledge of allegiance and conducted roll call.

Attending: Mayor Scott Anderson; Councilmembers Dave Cox, Michael Johnson, Kristy McCaskell and Paul Hendricks. Staff attending: City Administrator Leana Kinley, Community Development Director Ben Shumaker. Others attending included City Attorney Ken Woodrich.
Public attendees: Mary Repar, Bob Hamlin, Sadie Pettinger, Tim Elsea, Rob Farris, Richard Anderson and others unidentified.

2. **CHANGES TO THE AGENDA:**

- a) 1/19 changes include: Addition of Liquor License Renewals (item 3a), added staff memo to ARPA funding discussion (item 8b), removal of Purchasing Policy (formerly item 9h), addition of TextMyGov Proposal (item 9h)
b) 1/20 changes include: Addition of documents to Park Plaza presentation (item 5a), updated scope of work to Ron Moeller contract (item 9d), addition of Vouchers (item 12a)

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

- a) Liquor License Renewal - Backwoods Brewing
b) Minutes of December 16, 2021 Council Meeting and January 5, 2022 Special Council Meeting.

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

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

4. **PUBLIC COMMENTS:**

>Paul Spencer provided an update on the pool. An April 1 opening is planned. A Pool Manager is being hired. He proposed to the Council the \$40,000 the city has budgeted to support the pool be converted to a loan, with repayment made to the City by the end of 2023. It would involve changes to contracts and development of an interlocal agreement. The issue will be discussed further at the March 2022 Council meeting. **Councilmember Cox** shared his appreciation for the work Paul and others have done regarding the pool.

>Mary Repar provided comments regarding snow removal in Stevenson following the January 2022 storm.

Mayor Anderson responded by pointing out the intense rate of snowfall and staff shortages. He noted the priority was keeping the roads clear.

Mayor Anderson advised new council members on the agenda and motions. He encouraged them to reach out to city staff with any questions between meetings to help them understand issues discussed at council meetings.

5. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) **Park Plaza** - Kelly O'Malley-McKee, Stevenson Downtown Association Executive Director presented an update on the Park Plaza project and a proposal for the city to take the lead on the project. Council will discuss and decide by consensus on taking over the management of the Park Plaza project.

Mayor Anderson provided a recap on the project history, including funds received and other key accomplishments. Kelly O'Malley-McKee then explained the State Department of Commerce has requirements regarding the management of public funds the SDA cannot meet, so the city has been approached to take over the project. It was recommended to reduce the details of the project in order to expedite release of funds already awarded by the state. She stated the SDA would continue to fully support the project and remain a critical partner.

City Administrator Kinley also noted that to continue using lodging tax funds on the project the city must own or manage the property as per the last audit finding. Having the city assume management would likely help attain future grant funding.

Skamania County Commissioner Bob Hamlin provided updates on legal issues that need to be worked out. Sadie Pettinger, Assistant County Engineer, added further details on the results of archaeological studies performed, potential mitigation issues surrounding registering the courthouse with the National Register of Historic Places, and developing a Memorandum of Understanding with the various agencies involved.

Skamania County Public Works Director Tim Elsea highlighted the work the city and the SDA has done towards the project.

Councilmember Hendricks noted it seemed the city assuming management was essentially a formality. He asked about staff time investments the city would have to make for the project.

Mayor Anderson stated he was unsure of the time the staff would have to dedicate currently, but in the future, there will be more time needing to be devoted to the project.

Councilmember Johnson asked questions regarding the reason behind the city being the government entity charged with the project management. He noted past discussions had involved sources of funding. County Commissioner Hamlin explained the county does not have the financial resources for the project but supports the project as it will benefit the city. All Councilmembers agreed via a show of 'thumbs up' (consensus) to continue with the city taking on the project management. **City Administrator Kinley** noted a formal vote will be needed once MOA/MOU documents are in place.

>Mary Repar provided comments, stating she believes the county should not give up the property and should put some funding into the project. She stated she thought it was irresponsible for the city to agree to maintaining the project without really knowing the full costs, and urged the city to do a cost/benefit analysis. She pointed out the courthouse lawn is a public gathering space.

Mayor Anderson responded, noting the upcoming parks plan will address the maintenance issue.

6. PUBLIC HEARINGS:

a) **Latecomer's Agreement for Main D Sewer Mainline Extension along East Loop Road and Frank Johns Road - City Administrator Leana Kinley** presented and explained the latecomer's agreement reimbursement area and assessment calculation for the Main D sewer mainline extension along East Loop Road and Frank Johns Road for public comment, council discussion and consideration.

The area, known as Main D, runs along Loop Road and the Kanaka Creek drainage. The intent is to connect areas that are not currently served by sewers and to recoup some of the cost of extending the line. Any property owner that extends utilities (water, sewer, roads) can enter into a latecomer agreement. She reported notices had been sent to all property owners affected by the proposed agreement regarding the public hearing.

City Attorney Woodrich noted the charge to property owners only accrues when they connect to that line. New construction, failure of an existing septic system, or sub-division of the property were all examples of possible situations where the costs would incur. There is a 20 year window for connections, after that no charge will be incurred. **City Administrator Kinley** explained the formula she was using to determine calculations was developed by the City of Tacoma. Half the costs are borne by the city, which are then rolled into system development fees. The other half is determined by combining an allocation of property frontage abutting the street and the area of the property. These costs would be over and above any system development fees.

The public hearing opened at 6:46

>Richard Anderson, a local business owner asked about the Plaza project. He was advised the current discussion pertained to the Main D Sewer Extension.

>**Councilmember McCaskell** noted she was in a unique situation as a public commenter and city council member. She asked how the 50% figure for costs was arrived at for property owners. It was explained that 25% was determined by property frontage, and the remaining 25% was based on the square footage of the property.

No further comments were received.

The public hearing closed at 6:54

Councilmember Hendricks asked if there would be additional costs to property owners in addition to system development fees. **City Administrator Kinley** was unsure, stating the cost of bringing a sewer line to the property is on the owner, based on the distance.

Attorney Woodrich pointed out there is no agreement to be signed, but there is a right to appeal.

City Administrator Kinley also highlighted the public hearing was an opportunity for resident's input.

MOTION to approve the Main D Extension latecomers agreement reimbursement area and assessment calculation as presented was made by **Councilmember Cox**, seconded by **Councilmember McCaskell**.

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

7. SITUATION UPDATES:

a) Sewer Plant Update - City Administrator Leana Kinley presented an update on the Stevenson Wastewater System and the Compliance Schedule.

She advised interviews were being scheduled for the WWTP operator position, noting there are options available to fill gaps in staff coverage as no applicants had a Level II certification. The city remains in contact with the Department of Ecology.

The recent heavy rainfall overwhelmed the Kanaka/Rock Creek lift stations on January 6th and the overflow valve was opened for approximately 3 hours. DOE was notified, and all reporting is being maintained. There are issues with a pump at the fairgrounds lift station as well. Troubleshooting has been challenging due to staff shortages.

She reported the first invoice and payment request has been received for work at the Rock Creek lift station, Cascade Interceptor and Rock Creek storm-water project. Bids for the Main D Extension work are due as of February 9th, 2022. They are being submitted electronically.

She is waiting to hear if the \$2.5M direct federal appropriation will be released in mid-February before going out to bid on the WWTP project.

Public works is waiting for Insta-Pipe to finish the project on School Street.

Limited staff did the best they could during the storm. Former employees and local contractors helped with snow plowing.

8. UNFINISHED BUSINESS:

a) Discuss Park Plaza Contract - City Administrator Leana Kinley presented a revised draft of the Park Plaza Interlocal Agreement with Skamania County for council review and discussion.

She was unable to get an updated version of the agreement in time for the meeting. Discussions are still taking place with the county commissioners.

b) Discuss American Recovery Plan Act Fund Distribution - City Administrator Leana Kinley presented and provided details on a matrix on projects available for funding and outreach plan on how to obligate the ARPA funding ahead of the deadline.

She shared background information for the new city council members on the specifics of the ARPA funds as they pertain to economic development. Options for projects were included in the packet. Public input will be sought to help in decision making at a later date.

Ben Shumaker, Community Development Director, provided a brief explanation on the reasons behind the water and sewer projects. He noted the priorities over the next ten years are to make sewer extensions essentially equivalent to the water line extensions. Many of the water system projects are for maintenance.

9. COUNCIL BUSINESS:

a) Approve Ecology Design Phase Loan Agreement Amendment 3 - City Administrator Leana Kinley requested council authorize the Mayor to sign amendment 3 to the Ecology loan for design of the wastewater system upgrades. The amendment closes out the contract and finalizes the payment schedule. She noted a typo that was corrected. She reported the city spent less than anticipated.

MOTION to authorize the Mayor to sign Ecology loan WQC2019-StevPW-0044 amendment 3 was made by **Councilmember McCaskell**, seconded by **Councilmember Cox**.
Voting aye: **Councilmembers Hendricks, Cox, Johnson, McCaskell**.

b) Approve Personnel Policy Update - City Administrator Leana Kinley presented and explained resolution 2022-390 revising the personnel policy for council consideration. The policy provides clear and concise guidance on how to evaluate and rank employee driving records and provides input on potential discipline measures regarding adverse driving. No incidents have occurred, it is required by **the insurance company. If not adopted it could lead to loss of liability insurance.**

MOTION to approve resolution 2022-390 revising the personnel policy was made by **Councilmember McCaskell**, seconded by **Councilmember Hendricks**.
Voting aye: **Councilmembers Hendricks, Cox, Johnson, McCaskell**.

c) Approve Lancaster Mobley Contract Amendment #1 - City Administrator Leana Kinley presented and explained the contract amendment #1 with Lancaster Mobley to extend the contract until December 31, 2022 for the city-wide transportation study for council review and consideration.

Much of the identified work will take place along SR 14. A meeting is planned soon to discuss the findings. A community engagement plan is also being developed to gain public input on project priorities. The Washington Department of Transportation and the Regional Transportation Council will also receive the list of identified potential transportation projects.

MOTION to approve the contract amendment #1 with Lancaster Mobley as presented was made by **Councilmember Hendricks**, seconded by **Councilmember Johnson**.
Voting aye: **Councilmembers Hendricks, Cox, Johnson, McCaskell**.

d) Approve Contract with Ronald Moeller Operations Services, LLC for Wastewater Treatment Plant Support Services - City Administrator Leana Kinley presented and explained the agreement with Ronald Moeller Operations Services, LLC for ongoing support for management of the wastewater treatment plant due to staff vacancies in the amount not to exceed \$5,000 for council consideration. She reported Mr. Moeller has been instrumental in the city's transition from contracted services in 2020 and continues to be a great resource for assistance during the current staffing transition. **Councilmember Hendricks** noted the performance of the plant went from 'night to day' with the consultant's input and advice and expressed appreciation for his work.

MOTION to approve the agreement with Ronald Moeller Operations Services, LLC for wastewater treatment plant support services for an amount not to exceed \$5,000 was made by **Councilmember Johnson**, seconded by **Councilmember Cox**. **Roll call vote:**
Voting aye: **Councilmembers Hendricks, Cox, Johnson, McCaskell**.

e) Approve Committee Appointments - Mayor Scott Anderson presented the attached 2022 draft committee and board appointments for council discussion and approval. Nearly all positions are currently filled with the exception of the Boundary Review Board. There is a question regarding the Board of Appeals, and a new lodging representative is needed on the Tourism Advisory Committee.

MOTION to approve committee appointments for 2022 as presented was made by **Councilmember McCaskell**, seconded by **Councilmember Johnson**.
Voting aye: **Councilmembers Hendricks, Cox, Johnson, McCaskell**.

f) Discuss Rock Creek Run-off Testing - Councilmember Dave Cox requested further discussion of this matter. Background information and a copy of the testing results report initially presented at the July 2021 council meeting was included in the packet. Results from the initial samples taken in April 2021 indicated no detectable or actionable levels of contaminants, and the orange color was determined to be caused by iron-fixing bacteria, a naturally occurring organism.

Councilmember Cox suggested new water samples should be taken during a period of high water flow closer to the area of the former county landfill and requested Skamania County be the lead agency involved. He expressed concern there may be contaminants moving downstream. Following a thorough discussion, council members authorized the mayor to send a letter to the county commissioners regarding the concerns.

g) Discuss Diversity, Equity and Inclusion Workshop - The initial council workshop on Diversity, Equity and Inclusion was canceled last fall due to increasing cases of COVID. The agreement with the consultants was extended through March 31, 2022. It was decided to extend the agreement through the end of 2022 to allow for any additional delays. **City Administrator Kinley** reminded council members it will be considered an open public meeting and it will be recorded.

h) Discuss TextMyGov Proposal - City Administrator Leana Kinley presented and explained the proposal from TextMyGov for communication services with an initial set-up fee of \$1,200 and annual cost of \$3,000 for council discussion and consideration. She provided examples of possible scenarios the program could be used for regarding rapid and/or targeted communications to and from residents and property owners.

City Attorney Woodrich questioned how messages could be searched for or retained for any public records requests that may occur.

Councilmember Cox advised Reverse 9-1-1 is a copyrighted phrase and could not be used. He suggested checking with Skamania County regarding usage of Region 4 emergency communications.

Further discussion took place, with concerns raised over cost effectiveness and public acceptance and usage. **Rob Farris, Stevenson Fire Chief**, provided comments on HyperReach, another emergency communications tool the county uses. He cautioned about marketing confusion and pointed out possible issues with synchronization of messages from different agencies.

It was agreed to table the issue until further information could be obtained. No motion was made.

10. INFORMATION ITEMS: The following items and reports were presented for Council review:

- a) **Skamania County Sheriff's Report** for activity within Stevenson city limits for December, 2021.
- b) **Skamania County Chamber of Commerce** Activities in December 2021.
- c) **The Stevenson Fire Department's** summary report for 2021 service calls.
- d) **Financial Report - City Administrator Leana Kinley** presented the initial Treasurer's Report and year-to-date revenues and expenses through December 2021. The final reports will be presented and approved by council as part of the Annual Financial Report process.

11. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Ben Shumaker, Community Development Director

He is still waiting to get the Shoreline Management Program with possible amendments and recommendations from the Department of Ecology.

Columbia Street relocation is moving forward, the grant agreement is in place with DOE. Outreach and site investigation will take place in January through March 2022.

A further grant award for \$72K is intended to be used for a public access and trails plan for shoreline areas adjacent to Rock Creek, Rock Cove, and the Columbia River. This plan can be wrapped into the future Parks plan/Courthouse Plaza, and aligned with planning requirements.

Development is slow right now, he expects more activity in Feb/March.

b) Leana Kinley, City Administrator

She met with Skamania County regarding the contract with the county building inspectors. She will be having Alan Peters come to a future meeting to provide information.

75 total permits were processed by the county for the city. Included in that 75 were 22 new single-family residences.

She noted the Chinidere development is moving into phases 2 & 3, with 40 new lots reportedly all sold.

At the next City Council meeting the procurement policy will be on the agenda. There are updates to be made due to changes in dollar value limitations. Once that is completed, she is expecting to do a contract for consultants to do a strategic plan for the fire department.

She expects all interviews for open city positions to done by next Friday.

Mayor Anderson explained the voucher process, and informed the new council members they could come to city hall and review the register prior to the meeting. He also noted that three signatures were required for the vouchers.

12. VOUCHER APPROVAL:

a) December 2021 payroll, final December 2021 and January 2022 AP checks were audited and presented for approval. December payroll checks 15584 thru 15606 and 15672 thru 15676 and 15698 total \$114,852.66 included EFT payments. Fire payroll checks 15584 thru 15606 total \$9,328.97 included EFT payments. Final December 2021 AP checks 15671, 15677 thru 15697, 15699 thru 15727 and 15752 total \$343,251.68 included EFT payments and checks. January 2022 AP checks 15728 thru 15751 total \$119,208.65. The AP check register with fund transaction summary was attached for review.

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

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

13. MAYOR AND COUNCIL REPORTS:

Councilmember Cox thanked the Council for supporting his request to contact Skamania County regarding additional water sampling along Rock Creek Drive.

14. ISSUES FOR THE NEXT MEETING:

Mayor Anderson invited council members to include any issues they would like to have addressed at the next council meeting. City Attorney Woodrich advised this was not the only time the option was available; council members have the authority to add items until the agenda is published. Contact the Mayor or City Administrator to request additions to the next agenda.

ADJOURNMENT – Mayor Anderson adjourned the meeting at 8:14 p.m.

Scott Anderson, Mayor

Date



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

January 21, 2022

The Honorable Scott Anderson
Stevenson City Hall
7121 East Loop Road
Stevenson, WA 98648

**Re: City of Stevenson Shoreline Master Program Comprehensive Update and
Periodic Review – Conditional Approval**

Dear Mayor Anderson:

I would like to take this opportunity to commend City of Stevenson (City) for its efforts in preparing the proposed comprehensive Shoreline Master Program (SMP) update and additional efforts to include the required SMP periodic review. It is obvious that a significant effort was invested in this update and the SMP will provide a framework to guide development and environmental protection along the City's shorelines into the future.

As we have already discussed with your staff, the Washington State Department of Ecology (Ecology) has identified specific changes necessary to make the proposal approvable. These required changes are detailed in Attachment B. Additional recommended changes are proposed in Attachment C. The findings and conclusions that support Ecology's decision are contained in Attachment A.

Pursuant to RCW 90.58.090(2)(e), at this point, the City may:

- Agree to the proposed changes, or
- Submit an alternative proposal. Ecology will then review the alternative(s) submitted for consistency with the purpose and intent of the changes originally developed by Ecology and with the Shoreline Management Act.

Final Ecology approval will occur after the City responds to Ecology communicating the acceptance of our required changes and the City's decision on the recommended changes. Ecology's final approval will be in the form of a letter, and will be sent upon receipt of the City's written notification that the proposed changes are acceptable to the City, or after the City and Ecology have reached an agreement on alternative language that meets the statutory and Guidelines requirements.

The Honorable Scott Anderson
January 21, 2022
Page 2

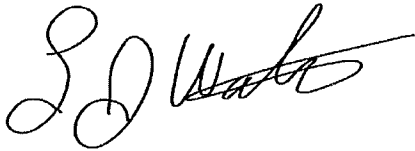
Please provide your response within 30 days to the Director at laura.watson@ecy.wa.gov.

Ecology appreciates the dedicated work that the City Council, the Planning Commission, the Shoreline Advisory Committee, City Planning Director, and the community have put into the Shoreline Master Program Comprehensive Update and Periodic Review over the past many years.

Thank you again for your efforts to continue to improve the City's SMP. We look forward to receiving your written response and concluding this SMP update process in the near future.

If you have any questions, or would like to discuss the changes identified by Ecology, please contact our Regional Planner, Michelle McConnell, at Michelle.McConnell@ecy.wa.gov or (360) 407-6349.

Yours truly,

A handwritten signature in black ink, appearing to read 'L. Watson', with a long horizontal flourish extending to the right.

Laura Watson
Director

Enclosures

cc: Ben Shumaker, City of Stevenson
Perry Lund, Ecology
Michelle McConnell, Ecology

ATTACHMENT A: FINDINGS AND CONCLUSIONS FOR PROPOSED COMPREHENSIVE UPDATE & PERIODIC REVIEW OF THE CITY OF STEVENSON SHORELINE MASTER PROGRAM

SMP Submittal accepted February 14, 2019, Resolution No. 2018-322
Prepared by Michelle McConnell, January 11, 2022

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INTRODUCTION

The Department of Ecology (Ecology) Findings and Conclusions (presented herein as **Attachment A**), including reference to **Attachment B** (Required Changes) and **Attachment C** (Recommended Changes), provide the factual basis for the Department of Ecology’s decision on the City of Stevenson (City) Shoreline Master Program comprehensive update and periodic review. A summary of comments received during Ecology’s public comment period, as well as City responses are provided in **Attachment D** (Responsiveness Summary).

Description of Proposed Amendment

The City submitted to Ecology for review, an updated Shoreline Master Program (SMP) to comply with the Shoreline Management Act (SMA) at RCW 90.58 and the SMP-Guidelines (Guidelines) at Part III of WAC 173-26. The updated SMP provides locally tailored shoreline management policies,

environment designations, regulations, and administrative provisions to manage shoreline development throughout the City's shoreline areas. The City's shorelines consist of the Columbia River, Rock Creek, and Rock Cove. Additional reports, and supporting information and analyses as noted throughout this document, were considered by Ecology during review of the City's submittal.

This updated SMP is intended to meet the comprehensive update requirement of the SMA at RCW 90.58.080(1) and (2), and the periodic review requirements of RCW 90.58.080(4). This action combines the final review of both the past due comprehensive SMP update and the periodic review.

The comprehensive update is intended to ensure the SMP manages shorelines of the state consistent with the required elements of the SMP Guidelines adopted by Ecology (effective January 2004), as amended. The periodic review is intended to bring the City's SMP into compliance with the SMA or implementing state rules that have been added or changed, to ensure that the SMP remains consistent with amended comprehensive plans and regulations, and incorporation of any revisions deemed necessary to reflect changes in local circumstances, new information, or improved data.

Need for the Amendment

The City currently manages shorelines under an SMP originally adopted and approved in 1974 as a regional Skamania County Shoreline Management Master Program jointly established between the County, the City of North Bonneville, and the City of Stevenson. The City's SMP comprehensive update began in 2012 and was not completed within the update schedule identified in the Shoreline Management Act at RCW 98.58.080((2)(a)(iv)). The original deadline for completion of the City's comprehensive SMP update was December 1, 2012. Further, RCW 90.58.080(4)(b)(iii) requires the City to complete a periodic review of their SMP on or before June 30, 2021. Therefore, the proposed amendment is needed to comply with the statutory requirement for a comprehensive update and periodic review of the City's SMP. The update is also intended to ensure that the City's SMP is consistent with the SMP Guidelines at WAC 173-26 and remains consistent with related land use management policies provided by the City's Comprehensive Plan. The record submitted by the City to Ecology as part of the SMP update and periodic review, including Resolution No. 2018-322, reports, analyses and local approval materials, provides additional details to describe the jurisdiction's specific need for the proposed amendment.

SMP provisions to be changed by the amendment as proposed

The proposed SMP would entirely replace the City's existing master program, including policies, regulations, the shoreline environment designations and maps, and the administrative provisions that manage appropriate shoreline uses, public access, and protection and restoration of natural shoreline resources. The updated SMP establishes shoreline setbacks based on environment designation and type of use/development, regulates critical areas within shoreline jurisdiction by adopting the City's Critical Areas and Natural Resource Lands Ordinance (Stevenson Municipal Code [SMC] Chapter 18.13, 'CAO') by reference (with exclusions/modifications), and includes mitigation requirements for unavoidable impacts.

FINDINGS OF FACT

Amendment History

The City's original SMP was adopted in 1974. The City's comprehensive SMP update process began in 2012, and the local process to approve a combined comprehensive update and periodic review amendment was completed on December 18, 2018. Ecology accepted the SMP Amendment submittal as complete on February 14, 2019.

The City of Stevenson is located in southern Skamania County along the Columbia River, just upstream of the Bonneville Dam, and is within the Columbia River Gorge National Scenic Area (NSA). The updated master program will regulate some 5.5 miles of freshwater shorelines inside City limits along Rock Creek and Rock Cove, and the Columbia River, a shoreline of statewide significance, including related upland areas and associated wetlands.

In accordance with RCW 90.58.130 the City made reasonable efforts to inform, involve and encourage participation of interested persons and private entities, Tribes, and applicable agencies having interests and responsibilities relating to shorelines. An important element of the City's public outreach and engagement was the maintenance of an external SMP update project [website](#)¹.

Local Review Process

Overall Timeline – Despite challenges, the City has been diligent in moving the project forward:

- 2012** The City initiated the local planning process in January by entering into a grant agreement with Ecology (#G1000044). The City began early public involvement and technical work for the comprehensive update.
- 2015** The grant ended in June but work was not completed within the update schedule identified in the Shoreline Management Act in RCW 98.58.080.
- 2016 – 2017** The City's efforts continued after the grant to engage the public, coordinate with the Skamania County SMP comprehensive update, and further refine draft materials.
- 2018** Planning Commission public review of draft documents was held February – April, with deliberations and further revisions through the summer and fall. With local approval pending, and given the outstanding comprehensive update and an approaching 2021 periodic review deadline, the City and Ecology agreed to shift the SMP effort to a combined comprehensive update and periodic review process. A Periodic Review Checklist was prepared showing additional revisions made to the SMP prior to local approval. City Council public review of draft documents was held October – December, including a public hearing. Email noticing sent to interested parties, the staff report for Council, and the SMP approval Resolution all identified the proposal as a combined comprehensive update and periodic review.
- 2019** City provided the combined comprehensive update and periodic review SMP submittal package to Ecology in January.
- 2020** During the extended State review process, in order to support the City's anticipated involvement in completing final local adoption of the combined comprehensive update and periodic review, the City entered into another grant agreement with Ecology (#SEASMP-1921-StevPW-00116) in December.

¹ <https://www.ci.stevenson.wa.us/planning/project/shoreline-masters-program>

Local Process Timeline Delays - Overall, the local process suffered some delays in progress due to lack of funds between grants, staffing constraints of a one-person Planning Department, the City's intent to coordinate with the County's SMP Update process (2015 - 2020), and the City's 2018 Critical Areas Ordinance Update.

Public Involvement - The record shows that public outreach and engagement began early and was continuous throughout the process. The general timeline below with key highlights outlines the local process:

- **Public Participation Plan** – A draft was prepared in May 2012 and finalized in February 2015;
- **Shoreline Advisory Committee (SAC)** – In February 2013 the City solicited committee membership by sending invitations and a brief 'interest' survey to some 90 urban area, shoreline, and floodplain stakeholders. City Council appointed 13 members to the SAC in March 2013. In January 2014, the City sent SAC members a shoreline inventory survey to identify sources of scientific/technical information and prioritize issues of concern. From 2014 to 2018, SAC members met with the Planning Commission as workshop sessions during regular business meetings to discuss iterative draft documents and key shoreline issues;
- **Google 3D Modeling** – To help stakeholders and the public better understand and participate in the SMP update process, the City hired a design consultant who prepared a collection of 59 digital images of existing shoreline commercial, public and other important buildings/structures (see image at right). Created using the SketchUp 3D Modeling tool from Trimble, the final images were integrated into Google Earth in 2014 to supplement the basic mapping of that platform at the local scale. The SMP (2.4.2(2.h)) includes a shoreline variance application requirement to provide 3D modelling of a new use/development proposed adjacent to any existing 3D modelled structure as better visual context to aid project review;
- **Webpage** – The City created an SMP Update page in 2015 to provide information about the iterative phases of the update process, related draft documents, and public meeting/event announcements;
- **Public outreach** methods included direct mailings to more than 60 shoreline property owners, messages to the 80+ member email list, posting on the City website, posters at key locations around town, and publication in the *Skamania County Pioneer* newspaper;
- **Affected Tribes** were on distribution lists including cultural and natural resources/fisheries staff from the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Yakama Nation, and Confederated Tribes of the Warm Springs Reservation; Umatilla staff submitted comments in April and November 2018, and the City incorporated the suggested edits prior to local approval;
- **Planning Commission** – The City Planning Commission and SAC served as the primary sounding board for review and discussion of draft documents and public input, including the following:
 - February 9, 2015 – Project kick-off public open house during a regular business meeting, including a slideshow presentation about the SMP Update;



Attachment A: Findings and Conclusions City of Stevenson SMP Comprehensive Update and Periodic Review

- June 8, 2015 – Waterfront Visioning Workshop, including slideshow presentation and break-out group discussions to gather public input on use, improvements and protection of local shoreline areas; a Community Vision Workshop Summary was prepared with findings organized by waterbody and various types of use/development activities;
- August to December 2017 – Planning Commission and SAC met five (5) times to review various draft components and iterations of SMC 18.08 and the SMP;
- February 21 – April 22, 2018 – Planning Commission conducted a two-month comment period on the “Public Release Draft” SMP and related technical background documents (Inventory and Characterization Report, Restoration Plan, and Cumulative Impacts Analysis & No Net Loss Report), including an April 9, 2018 public listening session and open house with slideshow presentation and poster displays; Public notice of the comment period was published eight (8) times in the *Skamania County Pioneer*; Eighteen (18) comment were received;
- May - December 2018 – Planning Commission and SAC considered the public input received and made further revisions to the draft SMP during regular business meetings;
- December 10, 2018 – The Planning Commission and SAC considered the final draft SMP materials, made final edits, then passed a recommendation for approval to City Council.
- **City Council** – The Council was briefed on project status along the way, during regular business meetings from 2012 – 2018;
 - October 17, 2018 – City staff issued a Determination of Nonsignificance (DNS) as Lead Agency, including a published legal notice inviting comment;
 - October 17 – December 17, 2018 – City Council conducted a two-month comment period on the final “SEPA Review Draft” SMP and related technical background documents; written comments were received from the WA Department of Archaeology & Historic Preservation (DAHP), and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR);
 - City Council held a public hearing on November 15, 2018 on the proposed SMP comprehensive update and periodic review; Notice of the hearing was published October 31 and November 7, 2018 in the *Skamania County Pioneer*; No verbal testimony was provided.

On December 20, 2018, City Council considered the Planning Commission recommended SMP and related documents, public comments received, a finalized Cumulative Impacts Analysis & No Net Loss Report (CIA-NNL) and made some minor changes to the SMP before adopting Resolution No. 2018-322 by unanimous vote, approving the City’s comprehensive update and periodic review SMP amendment to be submitted to Ecology for final review and approval.

Consistency Review

The proposed comprehensive update and periodic review amendment has been reviewed for consistency with the policy of RCW 90.58.020 and the SMP Guidelines at WAC 173-26. Below are some highlighted features of the submittal package:

Inventory and Characterization (WAC 173-26-201)

Documentation of current shoreline conditions is a key part of the SMP update process and meeting the requirement to address the no net loss standard of the SMP Guidelines (WAC 173-26-186). The City prepared a First Draft Inventory and Characterization Report (ICR) in June 2015, with a portfolio of fifteen (15) maps prepared by Skamania County GIS staff under an Interlocal Agreement. The City then procured the assistance of a consultant that prepared the Second Draft ICR (October 2017),

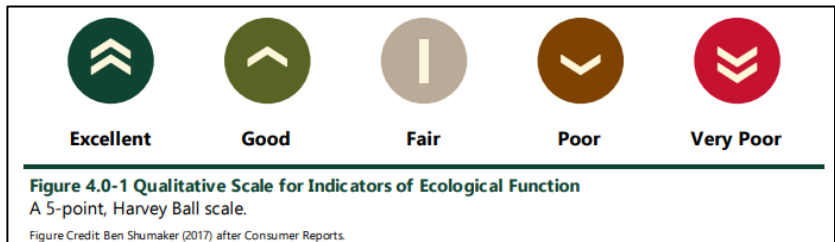
Public Release Draft (February 2018) and SEPA Review Draft (October 2018) versions, which preceded the final *City of Stevenson Inventory and Characterization Report* (December 2018).

The City’s ICR provides description of broad ecosystem-wide processes such as geology, climate, and hydrology, and assesses shoreline ecological functions of water quality, water quantity, and habitat at a landscape-scale. The ICR also divides the study area into seven (7) segments or ‘reaches’ along Ashes Lake, Columbia River, Rock Cove, and Rock Creek. Three reaches - Columbia River Reach 2 – Downtown Waterfront, Rock Creek Reach 1, and the Rock Cove Reach - are located in City limits while the other reaches are in the City’s Urban Areas (designated under the Columbia Gorge National Scenic Area).

The physical and biological conditions are assessed based on key indicators of:

- Available floodplain area
- Riparian vegetation
- Soil stability
- Fish blocking culverts
- Permanently protected areas
- Priority habitats & species
- Wetland acreage
- 303(d) listings
- Impervious surface area
- Overwater roads & structures
- Existing setbacks to OHWM
- Stormwater runoff

Current shoreline conditions are characterized for each reach using a methodology that includes graphic icons to represent a qualitative scale of ecological functions (see Figure 4.0-1 at the right).



Each reach has a summary of ecological functions matrix, including a consolidated overall ‘score’ that utilizes the indicator icons (see 4.4.1 for Rock Creek 1, below).

4.4.1 Summary of Ecological Functions

		Indicators of Ecological Functions—RC1										Overall	
		Physical Environment			Biological Environment				Altered Conditions				
		Available Floodplain Area	Riparian Vegetation	Shoreline Stability	Fish-Blocking Culverts	Permanently Protected Areas	PHS Listings	Wetland Acreage	303(d) Listings	Impervious Surface Area	Overwater Roads & Structures	Setbacks to OHWM	Urban Runoff
Water Quality	Sediment Transport	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
	Nutrient & Toxic Filtration	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
	Temperature Regulation	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Water Quantity	Water Storage & Flow Regulation	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Habitat	Input of Organics & LWM	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
	Connectivity to Suitable Habitat	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔

Channel Migration Zones - The reach-scale characterization recognizes a Planning Level Channel Migration Zone (pCMZ) along the Columbia River, established by a May 2016 technical memo provided by Ecology titled “Channel Migration Zone analysis of SMA streams in Skamania County”. The methodology of this coarse analysis differs from the more detailed approach defined in *A Framework for Delineating CMZs* (Ecology Publication #03-06-027) and for the Columbia River, the pCMZ was based on the existing FEMA 100-year flood zone delineation. Given the limitations of utilizing FEMA Q3 data in GIS projections, the Ecology technical memo notes that the pCMZs are both imprecise and advisory, and that site-specific delineations may be needed for project-level decisions. Updated FEMA Flood Insurance Study maps and information may provide more accurate analysis.

Bonneville Dam – The ICR describes the physical and legal influences of the Bonneville Dam, located just downstream of the City. The last of 18 dams on the main stem Columbia and Snake Rivers, the Dam regulates flow, creating water level fluctuations of more than 12-feet and an impoundment or reservoir area called the Bonneville Pool where the City is located. Previously known as Stevenson Lake and the Hegewald Mill Pond, the 75-acre Rock Cove is only 10 – 15 feet deep and was created by the Pool’s inundation of an adjacent lowland area formerly used for pasture and agriculture, at the confluence of Rock Creek and the Columbia River (see Figure 4.6-1, below).



Flowage Easements - There are also many flowage easements that overlap shoreline jurisdiction. These easements were established from 1936 – 1980 between individual property owners and the federal government to allow the Corps of Engineers access for Dam operations and maintenance. Depending on the specifics of each agreement, some easements were purchased, others were taken by court-sanctioned declarations, some retain full property rights simply allowing access, and others prohibit any fill or structures. The easements have also proven effective for minimizing flood damage losses. The City contracted Skamania County GIS to create digital mapping of some 70 such easements based on legal descriptions, deed line calls, and other Auditor records, and then developing elevation contours from LiDAR and DEM for a final polygon layer for each property.

Land Use Analysis - The ICR also provides a land use analysis of public/private land ownership and future anticipated land use based on zoning, SMA preferred & water-dependent activities, and potential use conflicts. Finally, the ICR provides shoreline environment designation (SED) recommendations based on the current conditions documents. Within the City, ownership is split as 54% private and 46% public (see Map 11 clip at right; yellow indicates public ownership). A portfolio of nineteen (19) maps, with related technical information, depicts features of the physical environment, biological resources, land use & altered conditions, public access, and restoration opportunities.



The City's ICR and companion map portfolio provide watershed and reach-level analyses of existing shoreline environmental and land use conditions in shoreline jurisdiction. Reaches are delineated based on waterbody and location inside/outside City limits.

Finding: Ecology finds that the *Inventory & Characterization Report* adequately inventoried and analyzed the current conditions of the shorelines located in City of Stevenson. The report synthesized existing information and was used to inform the master program provisions as well as provide a basis for future protection and restoration opportunities in City shoreline jurisdiction (WAC 173-26-201(3)(c) and (d)(1)).

Shoreline Jurisdiction and Shoreline Environment Designations (WAC 173-26-211)

The minimum extent of shoreline jurisdiction is defined in RCW 90.58.030(2) and SMP Chapter 1.3 establishes the Shoreline jurisdiction within the City of Stevenson as follows:

- a. Columbia River, a shoreline of statewide significance;
- b. Rock Cove;
- c. Rock Creek;
- d. Associated wetlands; and
- e. Floodways and contiguous floodplain areas landward 200 feet from such floodways;

These areas are described in Appendix A Shoreline Environment Designation Map, which also includes a list of parcels fully or partially in shoreline jurisdiction, descriptions of parallel environments, waterbody-specific interpretations, and criteria to clarify boundary interpretations.

The City chose not to extend shoreline jurisdiction to include optional areas of 100-year floodplain or buffers for critical areas beyond 200 feet; critical areas located outside of shoreline jurisdiction are and will continue to be regulated by the City's critical areas ordinance (SMC 18.13).

Local governments are required to classify shoreline areas into shoreline environment designations (SEDs) based on the existing use pattern, biological and physical character of the shoreline, and the goals and aspirations of the community as expressed in their comprehensive plan. The Inventory and

Characterization Report is used to determine the relative degree of impairment and biophysical capabilities and limitations for individual shoreline reaches. Based on this assessment, along with consideration of anticipated future development, zoning and other regulatory overlays, local jurisdictions may apply the designation criteria provided in WAC 173-26-211 or develop their own tailored designation criteria.

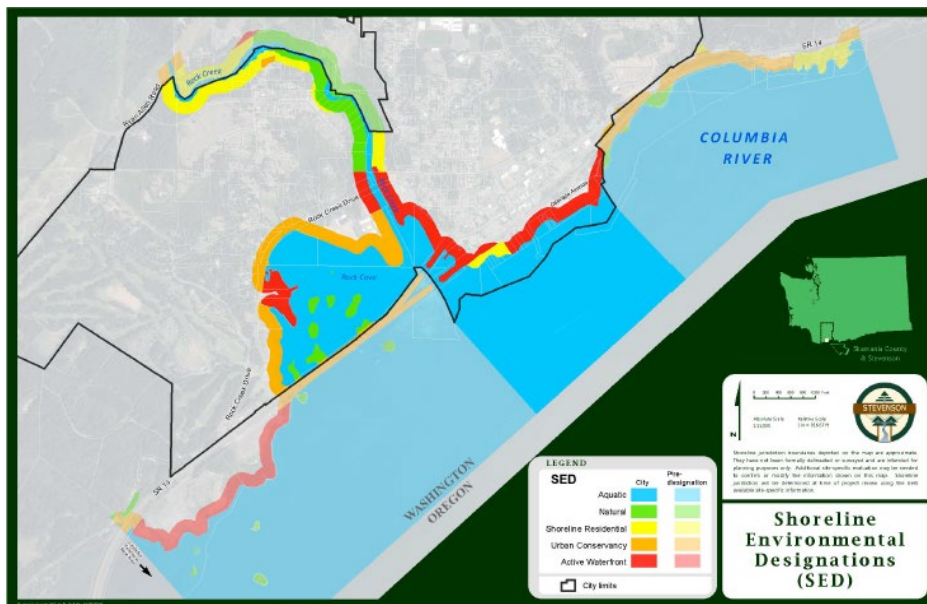
The updated SMP proposes to establish five (5) SEDs: Aquatic; Natural; Urban Conservancy; Shoreline Residential; and Active Waterfront. The City relies on the designation criteria established by WAC 173-26-211 with one exception of local tailoring to rename High Intensity as Active Waterfront. Distribution across the SEDs reflects the existing use pattern of most city shorelines being already developed with residential and commercial/industrial uses:

- 17% Natural;
- 29% Urban Conservancy;
- 18% Shoreline Residential;
- 35% Active Waterfront

Consistent with WAC 173-26-211(4)(a)(iv)(A), the City’s SMP 5.3 Shoreline Use Table, Table 5-1 Shoreline Use & Setback Standards identifies the different types of shoreline activities that are permitted, conditionally permitted, and prohibited in each shoreline environment, and the required setback distance. While not fully-planning under the Growth Management Act (RCW 36.70A; ‘GMA’), the City did opt to predesignate shoreline reaches located in its NSA Urban Area boundary and SMP 1.3.2 notes the SMP will not apply to these predesignated areas until annexed into the City per WAC 173-26-150 and -160.

SMP Chapter 3 Shoreline Environment Designation Provisions describes the purpose, designation criteria, and management policies for each as follows: SMP 3.2.1 Aquatic; SMP 3.2.2 Natural; SMP 3.2.3 Shoreline Residential; SMP 3.2.4 Urban Conservancy; and SMP 3.2.5 Active Waterfront. As shown in the Appendix A SED Map below, the following features are depicted:

- approximate 200-foot upland extent of shoreline jurisdiction;
- assigned SEDs both inside City limits and in predesignated areas; and
- waterward extent of jurisdiction to the State boundary located mid-channel in the Columbia River, as provided by RCW 35.21.160.



The mapped designations, illustrated in SMP Appendix A Shoreline Environment Designation Map, are based upon and implement the designation criteria provided in SMP Chapter 3. In collaboration with City staff, Ecology identified recommended changes to SMP 1.3.2, 1.3.3, and Appendix A.5(4) to clarify jurisdiction and SED language (see Attachment C, Items #10 and 32).

Finding: *Ecology finds that the City SMP defines shoreline jurisdiction consistent with the Act and the record sufficiently documents the basis for assigning shoreline environment designations. The City's shorelines are adequately identified in SMP Section 1.3 Shoreline Jurisdiction, and mapped in the Appendix A Shoreline Environment Designation Map. Shoreline designations are adequately identified in SMP Chapter 3 and in the Appendix A Shoreline Environment Designation Map. Ecology finds that for each environment designation the SMP includes a purpose statement, designation criteria, management policies, and regulations as required by WAC 173-26-211(4)(a).*

Shorelines of Statewide Significance (WAC 173-26-251)

RCW 90.58.020 specifically calls out Shorelines of Statewide Significance (SSWS) for special consideration, declaring that “the interest of all of the people shall be paramount in the management” of these shorelines. The Columbia River is identified as the only shoreline of statewide significance in the City. The Shoreline Guidelines in WAC 173-26-251 require that local master programs recognize the specific use preferences identified in the SMA and provide for “optimum implementation” of the statutory policy. This is done by providing SMP provisions that implement: (a) statewide interest, (b) preserving resources for future generations and (c) giving preference to uses identified in RCW 90.58.020.

Within the City, the Columbia River is the most intensively developed shoreline area with a mix of existing commercial, industrial, residential, recreation, lodging, and transportation uses, including the BNSF railway, Port of Skamania County’s administrative offices, light industrial Tichenor and Riverpoint Buildings, waterfront trail, windsurfing/kiteboarding launch parks, 200-foot long Stevenson Landing pier, and historical Old Saloon property, as well as single-family homes, and cabin-style hotel. This shoreline of statewide significance reach is primarily designated Active Waterfront, with a stretch of some 7 parcels designated Shoreline Residential.

The SMP as a whole is consistent with the policies of RCW 90.58.020, specifically SMP 1.4.2 Purpose of this SMP establishes #5 to ‘ensure optimal implementation of the SMA along the Columbia River’, and SMP 4.8.2 Shorelines of Statewide Significance Regulation #1 establishes the required SSWS provisions.

Finding: *Ecology finds that the SMP has accurately identified SSWS within the City’s jurisdiction, is consistent with RCW 90.58.020 and WAC 173-26-251, and provides for optimum implementation of the statutory policy.*

General Master Program Provisions (WAC 173-26-221)

The SMP Guidelines in WAC 173-26-221 list general provisions that are intended to apply broadly to all of types of shoreline development regulated by master programs, including the following subsections: (1) Archaeological and Historic Resources; (2) Critical Areas; (3) Flood Hazard Reduction; (4) Public Access; (5) Shoreline Vegetation Conservation; and (6) Water Quality, Stormwater and Nonpoint Pollution. In addition, WAC 173-26-191 requires SMP contents to address elements

including, but not limited to, economic development, public access, conservation, historical, cultural, scientific and educational values, and flood damage. WAC 173-26-201 requires SMPs to ensure ‘at minimum, no net loss of shoreline ecological functions necessary to sustain shoreline natural resources’. The City’s SMP Chapter 4 addresses these requirements with the following general provisions:

4.2 Cultural Resources – 4.2.1 Describes applicability under SMA, along with courtesy reference to RCW Chapter 27.44 15 (Indian Graves and Records) and RCW Chapter 27.53 (Archaeological Sites and Records). 4.2.2 Sets policies for archaeological, cultural and historic sites and resources. 4.2.3 Establishes regulations for site inspections, evaluations and surveys, impact avoidance, management plans, and stop work & reporting requirements for inadvertent discoveries.

4.3 Environmental Protection & No Net Loss – 4.3.1 Sets policies to achieve ‘no net loss’ (NNL) and to avoid unmitigated adverse impacts. 4.3.2 Establishes regulations for mitigation sequencing, SEPA compliance, cumulative impacts considerations, and impact mitigation requirements. Ecology identified required changes to 4.3.1 and 4.3.2 needed to ensure consistency with WAC 173-26-186, -191, and -201, and for improved clarity about the overall strategy of shoreline setbacks, critical area buffers, and vegetation standards (see Attachment B, Item #3). Ecology also identified other recommended changes to 4.3.2 for improved clarity about compensatory mitigation and voluntary restoration (see Attachment C, Item #15).

4.4 Critical Areas – 4.4.1 Describes applicability of the City’s Critical Areas Ordinance (SMC 18.13) in shoreline jurisdiction. 4.4.2 Sets policies for critical area protections including critical freshwater habitat, appropriate human use, riparian buffers, and meeting the NNL standard. 4.4.3 Establishes general regulations about project authorizations, and early disclosure and verification of critical area presence. 4.4.4 Establishes fish & wildlife habitat conservation area regulations to clarify and supplement SMC 18.13 provisions. 4.4.5 Establishes wetland regulations to clarify and supplement SMC 18.13 provisions. Ecology identified required changes to: 4.4.1 to improve the incorporation by reference of SMC 18.13; 4.4.2 to eliminate the reach scale base buffer for consistency with WAC 173-26-191; 4.4.3 to ensure consistency with WAC 173-26-221; 4.4.4 to ensure the provisions apply to all types of shoreline activities; and 4.4.6 for consistency with WAC 173-26-201, -221 and current technical guidance (see Attachment B, Items #4 – 8).

4.5 Flood Hazard Reduction – 4.5.1 Describes applicability to frequently flooded areas and channel migration zones (CMZs) to clarify and supplement SMC 18.13. 4.5.2 Sets policies for location and impacts of new use and development, and removal of artificial restrictions. 4.5.3 Establishes regulations for frequently flooded areas and CMZs including a locally-tailored tiered approach to CMZ critical area reports, and CMZ standards for flood certificates and demonstration of no significant impacts. Ecology identified required changes to 4.5.3 for consistency with WAC 173-26-221(3.c.i) (see Attachment B, Item #9). Ecology also identified recommended changes to 4.5.1 for clarification of the ‘soft reference’ to the City’s Flood Regulations (SMC 15.24) and reliance on the most current FEMA FIRMs (see Attachment C, Item #16).

4.6 Public Access – 4.6.1 Describes applicability to ensure *“the ability of the general public to reach, touch, and enjoy the water’s edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations.”* 4.6.2 Sets policies for physical and visual access, consideration of property rights, public safety, and navigation, and for future shoreline public access planning efforts. 4.6.3 Establishes regulations for what types of proposals shall include public access, when not

required, criteria for demonstration of alternatives considered, allowance for off-site access, standards for establishing and constructing public access, view protection and obstruction relief allowances, and how to address conflict between water-dependent use, physical public access, and view protection. Ecology identified required changes to 4.6.2 for consistency with WAC 173-26-221(4.d.iii) (see Attachment B, Item #10). Ecology also identified recommended changes to 4.6.2 to clarify an incomplete sentence, and 4.6.3 for clarity (see Attachment C, Items #17 & 18).

4.7 Water Quality & Non-point Source Pollution – 4.7.1 Describes applicability to projects with potential to change surface water flows or create new discharges. 4.7.2 Sets policies to maintain & improve water quality, protect public health and natural resources, address new stormwater runoff, and for voluntary property owner actions including low impact development techniques. 4.7.3 Establishes regulations to ensure NNL, comply with setbacks, buffers, and other potable water, public health, and local/State stormwater manual standards/requirements, property manage sewage/septic systems, and ensure appropriate non-toxic materials are used for in-water structures. Ecology identified recommended changes to 4.7.3 to use the term ‘accessory’ instead of ‘appurtenance’ consistent with definitions (see Attachment C, Item #19).

Finding: Ecology finds that, subject to required changes #3 - 10 in Attachment B, the general policies and regulations are consistent with WAC 173-26-221.

Shoreline Modifications (WAC 173-26-231)

The SMP Guidelines in WAC 173-26-231 define “shoreline modifications” as: “...generally related to construction of physical elements such as a pier, floating structure, shoreline stabilization, dredged basin, or fill...” and WAC 173-26-231(2)(b) establishes a general principle that master programs should: “Reduce the adverse effects of shoreline modifications, and as much as possible, limit shoreline modifications in number and extent.” These shoreline modification principles and standards contained in WAC 173-26-231 are reinforced through associated requirements for mitigation sequencing (WAC 173-26-201(2)(e)) and the no net loss of shoreline ecological function standard (WAC 173-26-186).

Stevenson’s SMP regulates shoreline modifications in SMP Chapter 6 including the 6.2 General Provisions for All Shoreline Modifications, the 6.3 Shoreline Modifications Table 6-1 allowances and prohibitions by SED, and the specific policies and regulations of 6.4.1 Vegetation Removal; 6.4.2 Fill; 6.4.3 Shoreline Stabilization; 6.4.4 Shoreline Restoration; 6.4.5 Dredging; and 6.4.6 Breakwaters, Jetties, Groins, and Weirs.

SMP 6.4.1 Vegetation Removal includes policies and general regulations; Table 6.2 Mitigation for Vegetation Removal within Shoreline Jurisdiction determines mitigation actions required based on the location (within or beyond 50-feet from OHWM; and proximity to Oregon White Oak Woodlands) and the type of vegetation removed (invasive/noxious; hazard tree; grass/non-woody/non-native; native groundcover/understory; native tree; significant tree >12-inches DBH), and sets mitigation monitoring standards.

The City’s SMP addresses both boating facilities per WAC 173-26-241(3)(c) and piers and docks per WAC 173-26-231(3)(b) collectively as Chapter 5.4.3 Boating Facilities and Overwater Structures,

further described below. Ecology identified required changes to SMP 6.4.1, 6.4.3, and 6.4.4 needed for consistency and clarity (see Attachment B, Items #18 – 20).

Finding: Ecology finds that, subject to required changes in Attachment B, the shoreline modification policies and regulations are consistent with WAC 173-26-231.

Shoreline Use Provisions (WAC 173-26-241)

The SMP Guidelines in WAC 173-26-241 are intended to both recognize existing uses and ensure that future development will be appropriately managed consistent with the underlying policies of the SMA. Avoidance of use conflicts through coordinated planning and recognition of “preferred” shoreline uses is a primary tenant of the SMA (RCW 90.58.020). Updates to local SMPs are intended to support these goals through development of appropriate master program provisions, based on the type and scale of future shoreline development anticipated within a particular jurisdiction. Consistent with WAC 173-26-186(5), the City’s SMP reflects the principle that the regulation of private property needs to be consistent with all relevant constitutional and other legal limitations. Preferred uses, other priority uses, property rights and constitutional limits are explicitly addressed, as consistent with SMA and WAC, by the following provisions:

- | | |
|---|---|
| 1.4.1 Overall Vision & Goals #6 | 5.4.5 Forest Practices Regulation 4.d.v |
| 3.2.1 Aquatic Designation Management Policy #3.g | 5.4.6 Institutional Policy #4.a |
| 4.6.2 Public Access Policy #4 | 5.4.9 Recreational Policy #3.b |
| 4.6.3 Public Access Regulations #1, 1.b and 3.c | 5.4.10 Residential Location #1 and Policy #3.a |
| 4.8.2 SSWS Regulation #1 | 5.4.11 Transportation & Parking Policies #3.b and 3.g |
| 5.2 Provisions Applicable to All Uses Regulation #1 | 7.2 Definitions for Aquaculture |
| 5.4.3 Boating Facility & Overwater Structures Policies #3.e and 3.f | |

The updated SMP varies the allowed uses within each SED depending on the current level of impairment of shoreline functions. This is based on the inventory and characterization, existing land use patterns, the City’s Comprehensive Plan, and SMA use preferences. No Net Loss and Mitigation Sequencing requirements are contained in SMP 4.3, described above. SMP Chapter 5 Shoreline Use Regulations provides location and applicability context, policies and regulations for specific types of shoreline use activities, including:

- | | |
|---|---------------------------------|
| 5.1 Introduction | 5.4.6 Institutional |
| 5.2 Provisions Applicable to All Uses | 5.4.7 Instream Structures |
| 5.3 Shoreline Use Table | 5.4.8 Land Division |
| 5.4.1 Agriculture & Mining | 5.4.9 Recreational |
| 5.4.2 Aquaculture | 5.4.10 Residential Development |
| 5.4.3 Boating Facilities & Overwater Structures | 5.4.11 Transportation & Parking |
| 5.4.4 Commercial and Industrial Development | 5.4.12 Utilities |
| 5.4.5 Forest Practices | 5.4.13 Unlisted Uses |

Introduction - In collaboration with City staff, Ecology identified a minor recommended change to SMP 5.1 for clarity (see Attachment C, Item #20). Ecology identified a required change to SMP 5.2 for SMA and WAC consistency to accurately differentiate between ‘preferences’ and ‘priorities’ (see Attachment B, Item #11).

Use Table - The Shoreline Use Table 5.1 establishes use allowances and shoreline setback distances by SED, ranging from 25' to 150'. Ecology identified required changes to SMP 5.3 Table 5.1 to remove an inaccurate reference to 'most/least restrictive', to ensure non-water oriented overwater structures called Private Leisure Decks are prohibited in all SEDs, and in collaboration with City staff to prohibit new cemeteries in the Shoreline Residential SED, and to clarify the language of Footnote 2 (see Attachment B, Item #12).

Agriculture & Mining - With no such use currently existing in shoreline jurisdiction, both Agriculture and Mining are prohibited outright in all SEDs.

Aquaculture - The City opts to regulate upland finfish rearing facilities, defined by statute as agricultural facilities/equipment, under SMP 5.4.2 as non-water oriented aquaculture. Ecology identified required changes to SMP 5.4.2 to better reflect the required consideration of statewide interests over local interests along Shorelines of Statewide Significance, to clarify the inclusion of upland finfish rearing facilities, and in collaboration with City staff, to remove the term 'appurtenance' as inaccurate for the use (see Attachment B, Item #13).

Boating Facilities & Overwater Structures – The provisions address water-dependent piers, docks and other boat moorage/launch structures, public access structures, non-water oriented "private leisure decks", motorized and non-motorized boats, single-user and joint use residential accessories, and public recreational facilities. Ecology identified required changes to SMP 5.4.3 for WAC consistency, internal consistency between text and the Use Table, and to clarify language (see Attachment B, Item #14). In collaboration with City staff, Ecology also identified recommended changes to 5.4.3 for clarity (see Attachment C, Item #21).

Residential – Provisions address single-family, multi-family, and prohibit overwater residences. Minor administrative reductions (<10%) of the 50-foot single-family residential shoreline setbacks are allowed by SMP 5.4.10(4.d) in limited situations, when criteria are met, otherwise any deviation from the standard setback requires a Shoreline Variance. Ecology identified required changes to 5.4.10(1) and (3.a) to replace the incorrect term 'preferred' with the accurate term 'priority' for SMA and WAC consistency (see Attachment B, item #15). Ecology also identified recommended changes to SMP 5.4.10 to clarify language for 'joint use docks' (see Attachment C, Item #27).

Transportation & Parking – Provisions address transportation facilities – including the BNSF railway and SR 14 highway that run parallel along the Columbia River – and primary and accessory parking. Ecology identified required changes to SMP 5.4.11 accessory parking language for WAC consistency (see Attachment B, Item #17).

Finding: Ecology finds that, subject to required changes in Attachment B, the City has established a system of use regulations consistent with WAC 173-26-241 along with related environment designation provisions that accommodate preferred and priority uses, protect property rights while implementing the policies of the SMA, reduce use conflicts, and assure no net loss of shoreline ecological functions.

Shoreline Use Analysis (WAC 173-26-201(3)(d)(ii))

The CIA-NNL Report described above, and the Inventory and Characterization Report (ICR) Chapter 5 Use Analysis, both analyze current and future potential land uses and trends to address the SMP Guidelines requirement to project future shoreline development, identify potential use conflicts and ensure preference is given to water oriented uses, particularly preferred uses that are unique to or dependent upon a shoreline location. The ICR Use Analysis considers property ownership, future land use and zoning, preferred and water-dependent uses, projected uses and potential conflicts, summarized by shoreline reach.

Finding: Ecology finds that the City has adequately considered current patterns, projected trends, SMA preferred uses and the potential for use conflicts consistent with WAC 173-26-201 (2)(d) and WAC 173-26-201 (3)(d)(ii).

Cumulative Impact Analysis (WAC 173-26-201(3)(d)(iii))

Addressing no net loss of ecological functions is a critical element in any SMP update. Ecology rules require that “Master programs shall contain policies and regulations that assure at minimum, no net loss of ecological functions necessary to sustain shoreline natural resources.”² A cumulative impacts analysis (CIA) documents how an SMP update addresses no net loss of ecological functions. After earlier draft versions prepared in February and October 2018, the final *Cumulative Impacts Analysis & No Net Loss Report* (December 2018; CIA-NNL) includes review and analysis of reasonable foreseeable development activities, shoreline development and protective provisions, impacts of exempt, unregulated, and restoration activities, evaluation of net effects of impacts and ecological functions lost and gained, summary of key programmatic protections, and how indicators can help track loss of function.

Organized by shoreline Reaches, and presented in both descriptive text and summary tables using the same ICR graphic icons to represent a qualitative scale of ecological functions, the CIA-NNL Report considers projected changes to the indicators of physical, biological and altered conditions.

The Report found that 42 of the 53 individual types of shoreline use and modification are reasonably foreseeable in the City’s future, shown here in Figure 1-3:

FIGURE 1-3 CATEGORIES OF REASONABLY FORESEEABLE SHORELINE USE & MODIFICATION BY REACH

Use	CR1	CR2	CR3	RC1	RC2	RCo	AL
Boating Facilities & Overwater Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Commercial & Industrial		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Forest Practices				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Land Division			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Recreational	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Transportation & Parking Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Utilities		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Modifications							
Vegetation Removal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fill		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Shoreline Stabilization		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Shoreline Restoration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Dredging		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Breakwaters, Jetties, Groins & Weirs		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

² WAC 173-26-201(2)(c)

The overall distribution of SEDs in City limits and in pre-designated areas is summarized by Figure 2-2 shown here. For City shorelines, nearly half (46%) are designated as the more protective Natural and Urban Conservancy SEDs, and the remaining 53% are Shoreline Residential and Active Waterfront.

FIGURE 2-2 DISTRIBUTION OF SHORELINE ENVIRONMENT DESIGNATIONS

Location	Natural	Shoreline Residential	Urban Conservancy	Active Waterfront	TOTAL
City Jurisdiction	16.7 ac 17%	17.7 ac 18%	28.3 ac 29%	34.4 ac 35%	97 ac
Pre-designated Area	19.4 ac 23%	14.0 ac 16%	32.6 ac 38%	20.2 ac 23%	86 ac
TOTAL	36.1 ac 20%	31.7 ac 17%	60.9 ac 33%	54.6 ac 30%	183 ac

*Total acreage in this table differs from the ICR, which considered the Piper Road Landslide Area as part of the preliminary shoreline jurisdiction.

Figure 2-4 presents an extensive evaluation of the uncontrolled impacts, proposed SMP controls, and anticipated net effect with recommendations based on type of development activity and associated uses, such as construction, impervious surfaces & stormwater, ongoing use/maintenance of existing structures, and vegetation removal.

The CIA-NNL Report concludes that based on the policy guidance and regulatory requirements proposed, including the robust vegetation standards and setback provisions, along with implementation of the Shoreline Restoration Plan:

- in many instances, a net gain in functions is likely over time because mitigation ratios that exceed 1:1 will eventually result in larger, better functioning resources than those impacted;
- mitigation sites monitoring and conservation covenant requirements will ensure their success and protection from future development in perpetuity; and
- implementation of the SMP is anticipated to achieve no net loss of ecological functions in the city’s shorelines.

During review, Ecology noted that the CIA-NNL Report included numerous Recommendations, some of which did not appear to be explicitly reflected by the Locally Approved SMP. Upon discussion with City staff to gain a better understanding, the City provided Ecology a September 24, 2021 Memo regarding ‘Cumulative Impact Analysis—SMP Incorporation of Recommendations’. This memo notes that the City’s approach is described at 2.2.4 and 3.1 as follows:

- *“The No Net Loss section places the burden of proof on the proponent that ecological functions will not be lost based on their proposal. The recommendations included in CIA Section 2.2.1 and Figure 2-4 may be an effective way to reduce that burden for the proponent. Alternatively, if any other part of this program is determined to cause net loss of ecological function, those recommendations may be helpful remedies.”*
- *“...Chapter 2 of this report identifies some additional protections and changes that could help improve interpretation and implementation and avoid any declines. These recommendations should be considered 1) as part of the ongoing review and amendment of the SMP documents and 2) during review of some individual permits identifying impacts that were not anticipated as part of this cumulative impacts analysis.”*

The Memo further explains that the reason for some recommendations still appearing in the final version CIA-NNL Report is threefold:

1. *Intentional Parsing* – some recommendations address distinct not cumulative impacts but the SMP’s multi-pronged approach ensures NNL;
2. *Project Permitting* – some recommendations target project level review not a programmatic approach to NNL, such as stormwater retrofits to offset new impervious surfaces, and recognition that setbacks alone cannot provide the sole protection needed and must work in concert with other companion SMP provisions such as vegetation removal and critical area standards;
3. *Adaptive Administration* – some recommendations provide administrative actions that can help achieve NNL beyond SMP implementation, such as voluntary enhancement projects.

In summary, the Memo confirms that the City considered the CIA-NNL Recommendations and found no further SMP revisions were needed, that the Recommendations were left in the final Report as useful guidance for implementation, and concludes the locally approved SMP is consistent with the Report’s finding that NNL will be achieved.

Finding: Ecology finds that the City’s Cumulative Impact Analysis & No Net Loss Report (CIA-NNL) provides an adequate examination of anticipated development and potential effects to shoreline ecological functions per WAC 173-26-201(3)(d)(iii).

Restoration Plan (WAC 173-26-201(c) and (f))

Local governments are directed to identify restoration opportunities as part of the SMP update process and to include policies that promote restoration of impaired shoreline ecological functions (WAC 173-26-201 (2)(c) and (f)). It is intended that local government, through Shoreline Master Program implementation, along with other regulatory and non-regulatory programs, contribute to restoration by planning for and fostering such actions. These are anticipated to occur through a combination of public and private programs and actions. The restoration planning component of the SMP is focused on voluntary mechanisms, not regulatory provisions.

The *City of Stevenson Shoreline Restoration Plan* (December 2018) is based on information gathered in the Inventory and Characterization Report (ICR) and identifies programmatic restoration opportunities. The City’s restoration planning is focused on available funding sources, public programs, volunteer programs, and other strategies that can contribute to a net gain of shoreline ecological function.

Finding: Ecology finds that the Restoration Plan is based on appropriate technical information available during the SMP update and meets the requirements of WAC 173-26-201(2)(c) and (f).

Periodic Review (RCW 90.58.080; WAC 173-26-090(3))

City of Stevenson is required “to review and, if necessary, revise their master program” on or before June 30, 2021, and every eight years thereafter. The purpose of the review is to ensure the SMP complies with laws and guidelines that have been added or changed since the most recent update, and for consistency with the city’s comprehensive plan and development regulations. The periodic review is also an opportunity to address changed circumstances, new information, or improved data.

City of Stevenson is one of a small group of communities for whom the periodic review deadline was approaching just as they were completing their comprehensive SMP update. In shifting the local process to a combined comprehensive update and periodic review, the City took the following steps:

- Public Participation - Informed the public to identify the project as a combined effort in stakeholder emails and a project summary staff report;
- Review & Determine Needed Revisions - Reviewed the draft SMP and prepared a Periodic Review Checklist with additional SMP changes made prior to local approval; and
- Legislative Action - Council held a public hearing before taking legislative action for SMP local approval by Resolution 2018-322;

Finding: *Ecology finds that, consistent with WAC 173-26-090, the City of Stevenson is required to periodically review their SMP on or before June 30, 2021 and every eight years thereafter. These reviews are required to ensure local governments address changes in requirements of the SMA and guidelines requirements since the comprehensive update, changes for consistency with revised comprehensive plans and regulations, along with any changes deemed necessary to reflect changed circumstances, new information or improved data. Ecology finds that the City completed this review and appropriately modified its SMP to address changes in requirements of the SMA and guidelines, as well as changes for consistency with comprehensive plans, local regulations, and as deemed necessary to reflect changed local circumstances, new information, or improved data. Ecology finds that the substantive requirements for periodic review have been met.*

Consistency with SMA and SMP Guidelines

Consistency with the Shoreline Management Act (RCW 90.58): The proposed amendment has been reviewed for consistency with the policy of RCW 90.58.020 and the approval criteria of RCW 90.58.090(3), (4) and (5). The City provided evidence of compliance with SMA procedural requirements in RCW 90.58.090(1) and (2), for SMP amendments.

Consistency with applicable guidelines (WAC 173-26): The proposed amendment has been reviewed for compliance with the requirements of the applicable Shoreline Master Program guidelines (WAC 173-26-171 through -251, and -020 definitions). This includes review for compliance with the SMP amendment criteria found in WAC 173-26-201(1)(c) along with review of both the SMP Comprehensive Update Checklist and the SMP Periodic Review Checklist completed by the City. The Periodic Review Checklist identifies additional revisions made prior to local approval.

Consistency with SEPA Requirements: The City submitted evidence of compliance with RCW 43.21C, the State Environmental Policy Act (SEPA) in the form of a SEPA checklist and non-project supplement, and issued a Determination of Non-Significance (DNS) for the proposed SMP amendment on October 17, 2018. Ecology did not comment on the DNS.

Other Studies or Analyses supporting the SMP update

Ecology also reviewed the following documents prepared by the City in support of the proposed comprehensive SMP update and periodic review:

- *February 2015 Public Participation Plan;*
- *December 2018 Inventory and Characterization Report;*
- *December 2018 Cumulative Impacts Analysis and No Net Loss Report;*

- *December 2018 Shoreline Restoration Plan;*
- *January 2019 SMP Submittal Checklist;*
- *January 2019 Periodic Review Checklist; and*
- *September 2021 City’s Cumulative Impacts Analysis Memo*

Department of Ecology review process

The proposed SMP comprehensive update, including periodic review revisions, was received by Ecology for state review on January 3, 2019. Ecology is required to determine if SMP submittals are complete and in compliance with Washington Administrative Code (WAC) 173-26-100 and 110.

Pursuant to WAC 173-26-100 and -110, City of Stevenson has satisfied the submittal requirements for an SMP comprehensive update and periodic review as indicated below:

- A signed Resolution was provided to Ecology that indicated the City’s approval of the proposed SMP with the adoption of Resolution 2018-322 on December 20, 2018 (WAC 173-26-110(1) & WAC 173-26-100(7));
- This SMP submittal is intended to entirely replace the City’s existing SMP (WAC 173-26-110(2));
- An updated shoreline environment designation map was submitted to Ecology (WAC 173-26-110(3));
- Materials summarizing the update and periodic review amendment and local process were provided to Ecology (WAC 173-26-110(4));
- Evidence of compliance with the State Environmental Policy Act (SEPA) was provided to Ecology including a Determination of Nonsignificance issued by the City on October 17, 2018, along with a completed Environmental Checklist (WAC 173-26-110(5) & WAC 173-26-100(6));
- Evidence of compliance with the public notice and consultation requirements of WAC 173-26-100 was provided to Ecology (WAC 173-26-110(6));
- The City provided numerous opportunities for public and Ecology review and comment throughout the SMP update effort between 2012 and 2018. Notice of a public hearing before the City Council was advertised in the *Skamania County Pioneer* newspaper and the hearing held on November 15, 2018. (WAC 173-26-110(7) & WAC 173-26-100(1-3));
- The City solicited comments on the draft SMP from Ecology as part of the 2012-2018 local process (WAC 173-26-100(5));
- Copies of the completed SMP Submittal Checklist per WAC 173-26-201(3)(a) and (h) and Periodic Review Checklist in accordance with WAC 173-26-090 were provided to Ecology (WAC 173-26-110(9));
- Copies of the City’s shoreline inventory and characterization report, shoreline restoration plan, and cumulative impacts analysis were submitted to Ecology (WAC 173-26-110(10)).

Ecology provided the City with a letter verifying the combined comprehensive update and periodic review submittal was complete on February 14, 2019.

Ecology review timeline

Comprehensively updated SMPs are generally very complex and address a wide range of uses and activities. For a variety of reasons, City of Stevenson’s local SMP approval was delayed past the original due date. Ecology has worked closely with the City during the state review process.

The 2019 state comment period coincided with Ecology’s receipt of documents related to numerous efforts by other local governments operating under SMP periodic review grant deadlines. This left Ecology with limited staff capacity to complete the final steps in the approval process in a timely manner. The impacts of COVID-19 pandemic and City staffing constraints also affected the process timeline. Ecology’s decision was further delayed in order to explore options with the City in an effort to reach resolution on proposed changes. Ecology collaborated with City staff to reach mutual understanding about legally defensible alternatives to locally adopted provisions that Ecology could incorporate into final required and recommended changes.

The timeline below outlines the progress and challenges during the state review process:

May – June 2019: Ecology held a public comment period on the City’s proposed SMP comprehensive update and periodic review and provided the City with a summary of comments received.

August 2019 – January 2020: After the State comment period and receipt of the City’s response to comments, Ecology’s progress was considerably delayed due to high workload and staffing constraints;

May - June 2020: Ecology completed initial review of the locally approved SMP and drafted preliminary required and recommended changes. Some inter-related issues required clarification to better understand the City’s overall SMP strategy for shoreline setbacks, critical area buffers, shoreline environment designations, and vegetation conservation and how the City had considered the recommendations of the CIA-NNL Report;

August – September 2020: Ecology provided reference materials about the inter-related issues to City staff with a request for a group call to talk through the content. Ecology and City staff met virtually for a group discussion on September 11 to clarify many issues and identify some needed follow-up. This improved understanding allowed Ecology to complete our review and determine the further changes needed;

December 2020: In support of Ecology’s partnership with local government and intention to avoid surprises when proposing changes to locally approved SMPs, Ecology refined the preliminary changes into *Discussion Draft Required and Recommended Changes* - these were sent to the City on December 9 for staff-level preview;

September – November 2021: After some delay in the City’s staff-level preview of the discussion drafts, Ecology and City staff met virtually on September 22. This group discussion about the *Discussion Draft Required and Recommended Changes* helped establish agreement on the proposed changes. In addition to feedback on the Draft changes, City staff also provided numerous additional suggested edits in early- and late-September. On September 27, City staff provided Ecology a Memo titled *Cumulative Impacts Analysis - SMP Incorporation of Recommendations* to address the previously discussed inter-related issues. On October 13 Ecology sent revised drafts of the required and recommended changes to City staff for a final preview, and City staff sent additional

feedback/suggested edits on October 15. This additional collaboration allowed Ecology to finalize the required and recommended changes documents and proceed with the final steps for issuing a conditional approval decision.

Ecology Review Timeline Delays - Overall, the Ecology review process suffered delays in progress due to both Ecology and City staffing constraints and competing priorities, impacts of COVID-19, iterative collaboration with the City for agreed upon solutions to key issues, and the late incorporation of extensive City-suggested minor edits.

Ecology Public Comment Period

In compliance with the requirements of WAC 173-26-120, Ecology held a public comment period on the City's proposed SMP comprehensive update and periodic review. The comment period began on May 1, 2019 and continued through June 3, 2019.

Interested parties were notified using mail and email. Notice of the state comment period was distributed to state task force members and interested parties identified by the City on April 19, 2019 in compliance with the requirements of WAC 173-26-120. Three (3) Tribal governments were individually and specifically notified and invited to comment: the Cowlitz, Grand Ronde, and Yakama Tribes. This notice identified that the SMP amendment is intended to satisfy the state statutory requirements of RCW 90.58.080 to comprehensively update and periodically review the City's SMP. Notice of the comment period, including a description of the proposed SMP and the authority under which the action is proposed along with the manner in which interested persons may obtain copies and present their views, was also provided on Ecology's website³. All interested parties were invited to provide comment on the proposed update during this public comment period. No public hearing was held during the state comment period. One (1) comment letter was received from WA Department of Natural Resources.

Consistent with WAC 173-26-120, Ecology provided a comment summary matrix to the City on June 14, 2019. This comment summary matrix presents the one comment related to the Inventory & Characterization Report about cold-water refuge habitat for salmonids. On July 29, 2019 the City submitted its responses to the issue raised during the state comment period, including extensive related background information.

Summary of Issues Raised During the Ecology Public Comment Period

The Responsiveness Summary (Attachment D) includes a summary of the singular public comment submittal received (WA DNR) and City's response to the SMP topic raised in the comment pursuant to WAC 173-26-120(2)(e). Ecology considered the comment received during the state review process. Additional Ecology review considerations are reflected in the discussion and rationale of Attachments B and C, and in the section below titled "Summary of Issues Identified by Ecology as Relevant to Its Decision."

The one commenter addressed an SMP technical supporting document - the Inventory & Characterization Report - and the importance of recognizing cold-water refuge habitat critical to endangered salmonids.

³ <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/State-approved-Shoreline-Master-Programs/Stevenson>

Summary of Issues Identified by Ecology as Relevant to Its Decision

Ecology respects the City process and recognizes that both development of an SMP and implementation of the SMA are a cooperative program with our local government partners. During the course of the City of Stevenson’s six-year effort, Ecology acted in a supportive and review capacity by twice providing grant funds, attending numerous meetings during development of technical documents and draft policies and regulations, and providing technical assistance throughout, including comments on numerous drafts of the SMP. The City locally approved their combined comprehensive update and periodic review SMP amendment by Resolution 2018-322 on December 20, 2018, and Ecology’s final review and approval process included consideration of recent statutory and rule changes (Periodic Review checklist items).

Ecology is required to review all SMPs to ensure consistency with the SMA and implementing rules including WAC 173-26, State Master Program Approval/Amendment Procedures and Master Program Guidelines.⁴ WAC 173-26-186(11) specifies that Ecology “shall insure that the state’s interest in shorelines is protected, including compliance with the policy and provisions of RCW 90.58.020.”

Based on review of the locally approved SMP for consistency with applicable SMP Guideline requirements, contemplation of supporting materials included in the City’s submittal, and consideration of issues raised during Ecology’s public comment period (Attachment D), a number of issues remain relevant to Ecology’s decision on the City of Stevenson’s SMP Amendment. Upon Ecology’s review and in consultation with City staff, we identified changes to the locally approved SMP amendment that are necessary for consistency with the SMA or SMP Guidelines, presented here in the following order:

- Environmental Protection & No Net Loss
- Critical Areas
- Fish & Wildlife Habitat Conservation Areas
- Wetlands
- Flood Hazard Reduction
- Vegetation Removal
- Administrative/Minor Project Authorizations
- Public Access
- Shoreline Use
- Aquaculture
- Boating Facilities & Overwater Structures
- Residential Development
- Transportation & Parking Facilities
- Shoreline Stabilization
- Shoreline Restoration
- Definitions

The above listed topic areas, specific issues, proposed changes, and Ecology’s rationale are discussed below, in addition to discussion and rationale provided for each of the 25 items in Attachment B:

ENVIRONMENTAL PROTECTION AND NO NET LOSS POLICES AND REGULATIONS

As required by several sections of WAC 173-26, the locally approved SMP’s overall approach to achieving no net loss of shoreline ecological functions (NNL) is unclear based on the proposed inter-related provisions for SEDs, including:

- SMP 3.2 establishes Shoreline Environment Designations (SEDs) based on existing conditions and anticipated future use;

⁴ RCW 90.58.050

- SMP 5.3 Use Table 5-1 sets prescriptive shoreline setback widths based on type of use/development activity and SED, although some activities have a uniform setback for all SEDs;
- SMP 4.1 incorporates the City’s CAO that establishes prescriptive ‘base’ buffer standards for both wetlands and riparian areas, with the Fish & Wildlife Habitat Conservation Area (FWHCA) Type S buffer width deferred to a habitat assessment without any criteria for increasing/decreasing the ‘base’ buffer; and
- SMP 6.4.1 establishes shoreline modification provisions for vegetation removal, including prescriptive mitigation standards based on distance from OHWM and type of vegetation removal.

As proposed, the following uncertainties for implementation are created:

- Does a CAO 150’ Riparian ‘base buffer’ apply unless otherwise determined by a habitat assessment/Critical Areas Report?
- Will a reach-scale analysis allow site-specific buffer reduction?
- Do the Riparian buffer and the shoreline setback widths simply determine where/when vegetation removal standards apply?
- Do both apply so that the setback is added to the base/adjusted buffer width?
- Where both apply, will the greater/most protective take precedence?
- When a CAO buffer is averaged or reduced, can it be reduced to less than the shoreline setback?

Upon discussion with City staff to understand the intended approach to NNL, Ecology clarified the overall strategy is that the shoreline setbacks establish areas where development is mostly excluded, critical area buffers establish areas where mitigation standards apply, and the vegetation removal standards apply throughout shoreline jurisdiction. Additional related issues are addressed separately below. Ecology’s change includes inserted text for a new policy and a new regulation that better describe the overall integrated strategy and key SMP Sections to address the issue (see Attachment B, Item #3).

CRITICAL AREA PROVISIONS

General Policies and Regulations – WAC 173-26-191(2.b) describes how SMPs may include reference to a specific dated version of external provisions. Generally referred to as a ‘hard reference’, these serve to make the external provisions a substantive component of the SMP to meet SMA/WAC requirements, whereas a citation included as a courtesy to the reader is considered a ‘soft reference’. The SMP 4.4.1 Applicability provision appears to be trying to incorporate the City’s CAO (SMC 18.13) by reference to apply within shoreline jurisdiction but the proposed language was imprecise. Because some CAO provisions that were established under GMA conflict with or fail to meet SMA requirements, they do not apply within shoreline jurisdiction and need to be explicitly identified to ensure proper implementation and to avoid confusion.

While the incorporated CAO provisions become shoreline provisions, the SMP did not make clear that the liberal construction principles of RCW 90.58.900 apply to shoreline critical area provisions, and one proposed provision was inaccurate in describing how to address a

potential conflict between the SMP and SMC 18.13. Another proposed provision unintentionally omitted geologically hazardous (GeoHaz) areas so that, as written, the incorporated CAO would not apply to shoreline GeoHaz areas, inconsistent with the requirement to protect all shoreline critical areas.

Ecology's changes insert and delete text to more explicitly establish the incorporation by reference of the CAO, to specifically identify CAO provisions that do not apply in shoreline jurisdiction, to include GeoHaz areas, and to better clarify that liberal construction applies (see Attachment B, Item #4).

As part of the 'base buffer' approach, the locally approved SMP includes a general critical areas policy that allows riparian buffers based on reach-scale functions, which may be larger or smaller than the prescriptive CAO buffers. Upon discussion with City staff, the intent was that once a buffer width is determined by a project- or site-specific habitat assessment or critical area report, then that same buffer width would apply to the entire reach. This approach is inconsistent with the WAC 173-26-191 requirement for reach analysis as part of the inventory and characterization process that should inform specific buffer and setback standards established by the SMP. By deferring this evaluation to the project-review phase of implementation, the SMP does not meet the basic requirement of WAC 173-26-191(2.a.ii.A) for a master program to be sufficient in scope and detail to implement the SMA and its rules. Ecology's change deletes text to remove this reach-scale base buffer approach, to rely on the SMP's prescriptive standards (see Attachment B, Item #5).

The locally approved SMP lacks a general critical areas regulation that addresses the requirements of WAC 173-26-221(2.c.ii.B) and -221(3.c.i) to ensure that new development, including the creation of new lots, does not require structural flood hazard reduction measures or shoreline stabilization. Ecology's change inserts text to add a new regulation that addresses this issue (see Attachment B, Item #6).

Fish & Wildlife Habitat Conservation Areas Regulations – These provisions apply in addition to those incorporated from SMC 18.13 and need to apply to all shoreline use, development and modification activities. As related to above, standard buffer widths must be recognized by site-specific habitat assessment reports and not left to a reach-scale determination, and only the City has decision-making authority even when considering input from a qualified professional biologist. Ecology's changes insert and delete text to add 'modifications', eliminate the reach-scale base buffer approach, and ensure decision authority rests solely with the City (see Attachment B, Item #7).

Wetland Regulations - These provisions apply in addition to those incorporated from SMC 18.13 and must be consistent with WAC 173-26-201(2.c) and -221(2.c.i), and the most current technical guidance for protection of shoreline critical areas. The locally approved SMP lacked specific language to identify the uses that must be regulated to ensure>NNL, and established an outright allowance for alterations to high value wetlands without adequate mitigation. Upon consultation with City staff, the locally-tailored term 'wetland review activities' is established to mean those uses listed by WAC 173-26-221(2.c.i.A). Ecology's changes insert

and delete text to clarify that the wetland regulations apply to all ‘wetland review activities’, to fully & accurately reflect the NNL requirements for wetlands, and to eliminate the allowance for impacting high value wetlands in conflict with other SMP provisions and State requirements (see Attachment B, Item #8).

Flood Hazard Reduction Regulations – These provisions apply in addition to those incorporated from SMC 18.13 and the City’s Flood Code (SMC 15.24). As written, the locally approved SMP lacked a required criterion for new or enlarged structural flood hazard reduction measures related to landward location and wetland restoration efforts, and did not include specific language to identify the new use and development activities in the floodway or channel migration zone (CMZ) that must be regulated. Ecology’s changes include inserted text to ensure consistency with WAC 173-26-221(3.b) and (3.c.i) for protecting shoreline critical areas (see Attachment B, Item #9).

VEGETATION REMOVAL PROVISIONS

The proposed mitigation monitoring provision intended to offset the impacts of vegetation removal is not fully consistent with WAC requirements to rely on science and technical information, and to provide ecological protections to achieve NNL (WAC 173-26-201(2)). When replacement plantings are required to help meet the established survival standard, the monitoring period needs to be extended to ensure success, and a conservation covenant does not serve the same purpose as monitoring. Ecology’s change inserts and deletes text to add a requirement for extended monitoring and to remove the allowance for a legal agreement in lieu of monitoring (see Attachment B, Item #19).

ADMINISTRATIVE PROVISIONS AND MINOR PROJECT AUTHORIZATIONS

Documentation of all project review actions and changing conditions in shoreline areas is required by WAC 173-26-191(2)(a)(iii)(D). The SMP lacked any provision to establish such a tracking and evaluation mechanism. Ecology’s change inserts a new provision to address this omission (see Attachment B, Item #1).

The City establishes the term ‘Minor Project Authorization’ to rename those activities established as exempt from the shoreline substantial development permit process by the SMA and WAC 173-27-040. While local government takes the lead on project review for such exemptions, the proposed language is incorrect to say the State is not involved. Local review must follow the process established by WAC that includes Ecology’s involvement. Further, the proposed language includes only a partial list of those established exemptions, an approach previously found to be problematic in other jurisdictions. Upon discussion with City staff, a preferred approach was agreed on to rely solely on a text reference to the WAC citation for the full list and description of exemptions, with just a short list of the most common local examples to aid the reader. Ecology’s change includes inserted and deleted text for accuracy and clarity to address the issue (see Attachment B, Item #2).

PUBLIC ACCESS REGULATIONS

As one of the main policy goals of the SMA, public access is key to the balanced and appropriate use of shorelines of the state. To ensure that water-oriented and public access use and development are properly accommodated in waterfront locations, the SMA and WAC 173-26-201(2.d) establish an order of use preference. The locally approved SMP included some of this

established list but omitted the criteria related to four (4) or fewer single-family residences and all types of non-water oriented uses. Ecology's change inserts new text to add the two missing use preference provisions for WAC consistency (see Attachment B, Item #10).

SHORELINE USE REGULATIONS AND USE TABLE

Locally approved SMP 5.3's Use Table 5-1 lists the allowance and shoreline setback for a wide variety of use activities based on SEDs. SMP 5.3 Regulation 10 prohibits new single-family residential in the Active Waterfront SED, but is inconsistent with Table 5-1 that also includes the prohibition in the Aquatic and Natural SEDs. As proposed, one header row inaccurately indicates a range of restriction/protectiveness that is not consistent with the associated text.

The row for Private Leisure Decks as a type of Boating Facility & Overwater Structure shows that such a non-water oriented overwater structure would be allowed as a conditional use for all three upland SEDs but prohibited in the Aquatic SED. SMP Chapter 7 Definition for a Private Leisure Deck states they are typically for single-family residential (SFR) use and not related to boat moorage. This proposed allowance is in conflict with WAC 173-26-231(3) that only allows SFR piers & docks as a water-dependent use when they are necessary for access to watercraft.

The row for Cemeteries as a type of Institutional use shows that a new cemetery would be allowed as a conditional use in both the Shoreline Residential (SR) and Active Waterfront (AW) SEDs, and permitted in the Urban Conservancy (UC) SED. In consultation with City staff, there are no new cemeteries anticipated in SR or AW, and the two existing cemeteries in UC can continue as non-conforming.

Ecology's change inserts and deletes text to ensure internal consistency (see Attachment B, Item #16), to remove the reference to 'most/least restrictive', to prohibit new Private Leisure Decks in all SEDs, and to prohibit new cemeteries in Shoreline Residential and Active Waterfront SEDs (see Attachment B, Item #12).

AQUACULTURE PROVISIONS

When designed and operated to avoid pollution and environmental damage, the SMA considers aquaculture as a preferred water-dependent use of shorelines of the state. Along shorelines of statewide significance, the statewide interest takes precedence over local preferences as established by the SMA and WAC 173-26-251. Upland finfish rearing facilities are a non-water oriented type of agricultural facility/equipment under the SMA (RCW 90.58.065), and the City has discretion to regulate them as an aquaculture use due to other similarities. The locally approved SMP 5.4.2 Aquaculture provision that discourages new aquaculture is not consistent with SMA and its rules, the City's approach to including upland finfish rearing facilities as non-water oriented aquaculture is unclear, and use of the term 'appurtenant' outside the context of single-family residential use is internally inconsistent. Ecology's change inserts and deletes text to clarify that there are no existing aquaculture uses in the City, specify that the aquaculture provisions also apply to non-water oriented aquaculture activities/facilities, to remove the conflict with SMA's preference for water-dependent aquaculture, and to remove the conflicting term 'appurtenant' (see Attachment B, Item #13).

BOATING FACILITIES & OVERWATER STRUCTURES PROVISIONS

The locally approved SMP 5.4.3 Boating Facilities & Overwater Structures provisions do not fully reflect WAC 173-26-231(3.b) that allows piers & docks for water-dependent or public access use, those for SFR use only for watercraft access, and requires joint use/community docks for new residential development of two or more homes. Another proposed provision would leave private boating facilities & overwater structures unmarked to avoid day or night hazards, while requiring such of public facilities/structures. Ecology's change inserts and deletes text to fully establish the water-dependent, public access, and watercraft access criteria, to create parity between the safety marking of both public and private structures, and to establish a regulation that implements the requirement for joint-use/community docks (see Attachment B, Item #14).

RESIDENTIAL DEVELOPMENT PROVISIONS

Because residential development is not water-dependent it is not a *preferred* use along shorelines of the state, however single-family residential (SFR) use may be considered a *priority* when pollution and environmental damage are avoided. Based on the SMA and WAC 173-26-176, the order of use preference established by WAC 173-26-201(2.d) directs SFR uses to be limited to locations where they avoid significant impacts to ecological functions or displacing water-dependent uses. The locally approved SMP 5.4.10 provisions inaccurately refer to SFR and their appurtenances as 'preferred' rather than the correct 'priority' status. Ecology's change replaces the incorrect term for accuracy (see Attachment B, Item #15).

TRANSPORTATION & PARKING PROVISIONS

The locally approved SMP 5.4.11 accessory parking provision that could result in accessory parking to locate waterward of a primary use is not consistent with WAC 173-26-241(3.k) that establishes parking as a primary use as not preferred, and accessory parking only in support of an authorized use. Because the location of the primary use is based on its water-oriented status, the location of accessory parking doesn't need to rely on water-oriented status. Ecology's change deletes text to bring this provision into compliance (see Attachment B, Item #17).

SHORELINE STABILIZATION REGULATIONS

The locally approved SMP lacks a provision to require demonstration that no alternatives to structural shoreline stabilization are feasible for a primary residential structure in a geologically hazardous area, as required by WAC 173-26-221(2.c.ii.D). Ecology's change inserts text to add such a provision for consistency (see Attachment B, Item #20).

SHORELINE RESTORATION POLICIES

The locally approved SMP includes a policy that would limit ecological restoration/enhancement in deference to other preferred uses in the Active Waterfront SED. This approach is in conflict with the established order of use preference of RCW 90.58.020 and WAC 173-26-201(2.d) that gives top preference to protecting and restoring ecological functions, and internally inconsistent with other SMP provisions. Ecology's change deletes text to remove this conflicting policy (see Attachment B, Item #21).

DEFINITIONS

The definitions for terms ‘Floodway’, ‘Lake’, and ‘Should’ in the locally approved SMP are not consistent with those established by SMA and WAC, and the City has established a locally tailored term for ‘Wetland Review Activities’. Ecology’s changes insert and delete text to correct the proposed language for consistency with RCW 90.58.030, WAC 173-22-030, WAC 173-26-020, and WAC 173-26-221(2.c.i.A) (see Attachment B, Items #22 - 25).

ADDITIONAL RECOMMENDED CHANGES

In addition to the required changes noted above, we have also identified a number of recommended changes intended to improve document clarity and aid implementation. Many of these were suggested by City staff as a result of our ongoing collaboration on the December 2020 Draft Changes, including the extensive number of revisions to Chapter 7 Definitions.

A general list of the variety of minor issues addressed includes:

- Minor edits to correct non-substantive scrivener errors such as formatting, typos, punctuation, grammar, capitalization, citations, hyphens, etc.;
- Minor edits for clarity, phrasing and internal consistency;
- ‘Soft’ references to external citations;
- Mitigation vs. restoration;
- Residential setback adjustment for views;
- Joint-use docks;
- Overall construct of Chapter 7 Definitions for some 68 terms established by statute & rule to include both a specific RCW/WAC citation and the full, accurate text; and
- SED boundary interpretations.

These recommended changes were prepared in collaboration with City staff, and are further described as the 33 items identified within Attachment C, including Exhibit 1 for the many Chapter 7 Definitions.

CONCLUSIONS OF LAW

After review by Ecology of the complete record submitted and all comments received, Ecology concludes that the City’s comprehensive SMP update and periodic review proposal, subject to and including Ecology’s required changes (itemized in Attachment B), is consistent with the policy and standards of RCW 90.58.020, RCW 90.58.090, RCW 36.70A.480 and the applicable SMP guidelines (WAC 173-26-171 through 251) as well as the definitions in WAC 173-26-020 and WAC 173-27.

Ecology concludes that the proposed comprehensive update and periodic review, subject to required changes (Attachment B), satisfy SMP amendment approval criteria found in WAC 173-26-201(1)(c). This includes the conclusion that approval of the SMP amendment including required changes (Attachment B), will not foster uncoordinated and piecemeal development of the state’s shorelines (WAC 173-26-201(1)(c)(i) and is expected to result in no net loss of shoreline ecological functions through implementation of the updated SMP (WAC 173-26-201(1)(c)(iv)). This includes a conclusion that the proposed SMP, subject to required changes, contains sufficient policies and regulations to assure that no net loss of shoreline ecological functions will result from implementation of the new updated master program, per the standards of WAC 173-26-201(2)(c).

Ecology also concludes that a separate set of recommended changes to the proposed amendment (identified during the review process and itemized in Attachment C) would be consistent with SMA policy and the guidelines and would be beneficial to SMP implementation. These changes are not required but have been reviewed for consistency and can, if accepted by the City, be included in Ecology's approved SMP amendment.

As stipulated in RCW 90.58.610, RCW 36.70A.480 governs the relationship between shoreline master programs and development regulations to protect critical areas that are adopted under chapter 36.70A RCW. Consistent with RCW 36.70A.480(4), Ecology concludes that, subject to and including Ecology's required changes, the SMP provides a level of protection to critical areas located within shorelines of the state that assures no net loss of shoreline ecological functions necessary to sustain shoreline natural resources.

Ecology concludes that the City has chosen *not* to exercise its option pursuant to RCW 90.58.030(2)(d)(ii) to increase shoreline jurisdiction to include buffer areas of critical areas within shorelines of the state. Therefore, as required by RCW 36.70A.480(6), for those designated critical areas with buffers that extend beyond SMA jurisdiction the buffer shall continue to be regulated by the City's critical areas ordinance. In such cases, the updated SMP shall apply to the designated critical area and buffer located within SMA jurisdiction, but not the portion of the buffer area that lies outside of SMA jurisdiction.

Ecology concludes those SMP segments relating to shorelines of statewide significance provide for the optimum implementation of Shoreline Management Act policy - RCW 90.58.090(5).

Ecology concludes that the City complied with the requirements of RCW 90.58.100 regarding the SMP amendment process and contents.

Ecology concludes that the City has complied with the requirements of RCW 90.58.130 and WAC 173-26-090 regarding public and agency involvement in the SMP update process.

Ecology concludes that the City has complied with the purpose and intent of the local update process requirements contained in WAC 173-26-100, including conducting open houses and public hearings, notice, consultation with parties of interest and solicitation of comments from Tribes, government agencies and Ecology.

Ecology concludes that the City has complied with requirements of Chapter 43.21C RCW, the State Environmental Policy Act.

Ecology concludes that the City's SMP submittal to Ecology was complete pursuant to the requirements of WAC 173-26-090, WAC 173-26-100, WAC 173-26-110 and WAC 173-26-201(3)(a) and (h), including the SMP Submittal Checklist and Periodic Review Checklist and included both the comprehensive update and periodic review components.

Ecology concludes that we have complied with the procedural requirements for state review and approval of shoreline master program amendments as set forth in RCW 90.58.090 and WAC 173-26-120.

Ecology concludes the City's final legislative action will serve to complete the comprehensive SMP update required by RCW 90.58.080(2).

Ecology concludes that the City has reviewed applicable state laws and rules adopted during the local SMP drafting and adoption process, identified clarifications and incorporated those changes into the final locally adopted SMP. Ecology concludes the City's final legislative action in completing the comprehensive SMP update required by RCW 90.58.080(2) will therefore also serve to meet the City's obligation to conduct a periodic review of the SMP at RCW 90.58.080(4).

Decision and Effective Date

Based on the preceding, Ecology has determined the proposed amendments comprehensively updating the SMP are consistent with the policy of the Shoreline Management Act, the applicable Guidelines and implementing rules, once required changes set forth in Attachment B are accepted by the City. Ecology has also determined that the SMP could benefit from incorporation of the recommended changes identified in Attachment C. The City may choose to adopt some or all of the recommended changes in Attachment C. Pursuant to RCW 90.58.090(2)(e), the City must notify Ecology of the approval or denial of the recommended changes.

As provided in RCW 90.58.090(2)(e)(ii) the City may choose to submit an alternative to all or part of the changes required by Ecology. If Ecology determines that the alternative proposal is consistent with the purpose and intent of Ecology's original changes and with RCW 90.58, then we shall approve the alternative proposal and that action shall be the final action.

Upon written receipt of the City's acceptance of Ecology's required changes and decision to include, propose alternative language, or reject Ecology's recommended changes, Ecology will take final action on this SMP comprehensive update and periodic review. Ecology's approval of the SMP, with all changes as accepted, will become effective 14 days from Ecology's final action approving the amendment.

The following changes are required to ensure consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III):

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
1.	2. Administrative Provisions	<p>2.4.3 Application Review & Processing</p> <p><u>4. The City shall use an existing, or establish a new, mechanism for tracking all project review actions in shoreline areas, and a process to evaluate the cumulative effects of all authorized development on shoreline conditions.</u></p>	<p>The SMP is missing a provision that establishes a mechanism for tracking and occasionally evaluating the cumulative effects of all project review actions in shoreline areas per WAC 173-26-191(2)(a)(iii)(D):</p> <p><i>Documentation of project review actions and changing conditions in shoreline areas. Master programs or other local permit review ordinances addressing shoreline project review shall include a mechanism for documenting all project review actions in shoreline areas. Local governments shall also identify a process for periodically evaluating the cumulative effects of authorized development on shoreline conditions. This process could involve a joint effort by local governments, state resource agencies, affected Indian tribes, and other parties.</i></p> <p>SMP Submittal Checklist item at page 37 identifies SMP Section 1.9 Periodic Review & Amendments to the Shoreline Master Program as satisfying this requirement. While the SMP periodic review may be an appropriate time and process to complete the evaluation, the noted provision does not establish a mechanism for documenting permit review actions.</p> <p>Ecology requires revision to establish use of the City’s existing/future permit tracking system for consistency with WAC 173-26-191(2)(a)(iii)(D).</p>
2.	2.5 Minor Project Authorizations (MPA)	<p>2.5.1 Minor Project Authorizations – Interpretation & Guidelines</p> <p>The SMA and the SMP Guidelines contemplate a cooperative program between the City and the state. In this cooperation, the state requires local involvement during the review of all review activities; however, the state is only involved during the review of Shoreline Permits (i.e., Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, and Shoreline Variances). Where the SMP Guidelines designate the former as “exemptions” from the state’s involvement <u>SSDP permit process</u>, this SMP designates them as Minor Project Authorizations to reflect that the project is not exempt from compliance with this SMP. The following guidelines shall assist in determining whether or not a proposed review activity is exempt from state involvement <u>the SSDP permit process</u> during its review and therefore may be approved through a Minor Project Authorization: ...</p> <p>6. The following list outlines common state process exemptions that shall not be considered substantial developments for the purpose of this SMP. This list of exemptions is further articulated and supplemented by provisions of WAC 173-27-040, as amended. [delete all of a – j]</p>	<p>As written, the phrasing is inaccurate. Local government is lead on all project review/permits with ECY having final approval authority only for SCUPs and SVARs. WAC 173-27-040 exempts certain activities from an SSDP, which the City is renaming as “Minor Project Authorization”, but the City still needs to follow the process outlined in -040 and -050 that includes ECY involvement.</p> <p>Ecology requires revision for consistency with WAC 173-27-040, and for accuracy & clarity.</p> <p>6 - As presented, the list of common exemptions is a paraphrased and incomplete version of the exemptions established by RCW 90.58.030(3.e) and WAC 173-27-040; the City’s abbreviated list omits many exempt activities making this provision inaccurate/misleading.</p> <p>In consultation with City staff, the preferred approach is to rely on the WAC list via citation and provide a short list of the most common examples. Without including the full text of the WAC list, the opening clause of #6 needs to be stronger to clarify that the WAC</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p>a. Any development of which the total cost or fair market value, whichever is higher, is below the threshold established by the SMA and any amendments to the SMA, if such development does not materially interfere with the normal public use of the water or shoreline. ...</p> <p>...</p> <p>j. The external or internal retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 USC Section 12101 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.</p> <p><u>6. As determined by 2.5.1(1) – (5) above, only the exemptions as fully described and listed in WAC 173-27-040 shall be authorized. Some common examples include:</u></p> <ul style="list-style-type: none"> <u>• Low Cost or Fair Market Value</u> <u>• Normal Maintenance or Repair</u> <u>• Single-family Home; Residential Dock</u> <u>• Watershed Restoration; Habitat & Fish Passage Improvement</u> <u>• ADA Retrofits</u> 	<p>prevails over any examples listed therein. SMP Submittal Checklist addresses this item on page 36:</p> <p>Exemptions: <i>Must implement exemption procedures in accordance with WAC 173-27-040(1).</i></p> <p>Ecology requires revision for consistency with WAC 173-27-040(1).</p>
3.	4.3 Environmental Protection & No Net Loss	<p>4.3.1 Policies</p> <p><u>1. This SMP establishes a policy and regulatory framework designed to achieve no net loss of shoreline ecological functions. This is achieved using a combination of the following:</u></p> <p><u>a. Chapter 4 General Provisions for All Shoreline Activities and incorporated critical areas provisions with established critical area protection standards including buffers. The Critical Area Buffer establishes the area that must meet mitigation sequencing and compensation for unavoidable adverse impacts.</u></p> <p><u>b. Chapter 5 Shoreline Use Regulations with established allowed, conditional, and prohibited uses. This section also determines the Shoreline Setback for each foreseeable use based upon shoreline environment designation and water-orientation. Setbacks establish the area that excludes new development or uses, except as expressly allowed.</u></p> <p><u>c. Chapter 6 Shoreline Modification Provisions with established allowed modifications table and vegetation removal policies, regulations, and mitigation standards.</u></p> <p>2. Uses, developments, and modifications on Stevenson’s shorelines... <u>[renumber the policies that follow as # 2 and #3]</u></p> <p>4.3.2 Regulations</p>	<p>Policy 1 and Regulation 6 - As written, the SMP’s overall strategy for how the shoreline setbacks, critical area buffers, and vegetation standards apply needs to be more clear, consistent with the following:</p> <p>WAC 173-26-186 Governing Principles of the Guidelines</p> <p><i>(8)(b) Local master programs shall include policies and regulations designed to achieve no net loss of those ecological functions.</i></p> <p><i>(i) Local master programs shall include regulations and mitigation standards ensuring that each permitted development will not cause a net loss of ecological functions of the shoreline; local government shall design and implement such regulations and mitigation standards in a manner consistent with all relevant constitutional and other legal limitations on the regulation of private property.</i></p> <p><i>(ii) Local master programs shall include regulations ensuring that exempt development in the aggregate will not cause a net loss of ecological functions of the shoreline.</i></p> <p>WAC 173-26 191(2)(a) provides in relevant part:</p> <p><i>(i) Master program policies. Master programs shall provide clear, consistent policies that translate broad statewide policy goals set forth in WAC 173-26-176 and 173-26-181 into local directives. Policies are statements of intent directing or authorizing a course of action or specifying criteria for regulatory and nonregulatory actions by a local government. Master</i></p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p><u>6. Environmental protection and no net loss shall be achieved by complying with the combination of use regulations, shoreline setbacks, critical area buffers, and vegetation removal restrictions:</u></p> <p><u>a. Shoreline Allowances & Setbacks - Table 5.1 establishes a list of permitted, conditional, and prohibited uses in each shoreline environment designation (SED). This table also establishes the minimum shoreline setback applicable to each use, activity, or development within each SED where development cannot occur; and</u></p> <p><u>b. Critical Areas Buffers - Section 4.4 Critical Area provisions, including separately incorporated SMC 18.13 provisions that establish Wetland and Riparian buffer standards as additional areas where mitigation sequencing must be applied and unavoidable impacts must be mitigated; and</u></p> <p><u>c. Modifications & Vegetation - Shoreline modification standards, vegetation standards, and prescriptive mitigation measures of Chapter 6 apply to all vegetation impacts occurring within shoreline jurisdiction.</u></p>	<p><i>program policies provide a comprehensive foundation for the shoreline master program regulations, which are more specific, standards used to evaluate shoreline development.</i></p> <p>WAC 173-26-201(2)(c) provides in relevant part: <i>Master programs shall contain policies and regulations that assure, at minimum, no net loss of ecological functions necessary to sustain shoreline natural resources. To achieve this standard while accommodating appropriate and necessary shoreline uses and development, master programs should establish and apply:</i></p> <ul style="list-style-type: none"> • <i>Environment designations with appropriate use and development standards; and</i> • <i>Provisions to address the impacts of specific common shoreline uses, development activities and modification actions; and</i> • <i>Provisions for the protection of critical areas within the shoreline; and</i> • <i>Provisions for mitigation measures and methods to address unanticipated impacts.</i> <p>WAC 173-26-191(2)(a)(ii)(A) provides that SMP regulations shall: <i>(A) Be sufficient in scope and detail to ensure the implementation of the Shoreline Management Act, statewide shoreline management policies of this chapter, and local master program policies;</i></p> <p>Ecology requires revisions for consistency with WAC requirements and better clarity for applicants and practitioners alike. While the inserted provisions could be reduced to more concise language, too much brevity may fall short of the intent to reduce misunderstanding. See also related item for SMP 4.4.2 below.</p>
4.	4.4 Critical Areas	<p>4.4.1 Applicability</p> <p>1. The provisions of SMC Chapter 18.13 – Critical Areas and Natural Resource Lands <u>(Ordinance #2018-1123, dated October 1, 2018) are hereby incorporated into this SMP, with exception of the following provisions that do not apply in shoreline jurisdiction: apply within shoreline jurisdiction. Said provisions include all amendments adopted through October 1st, 2018, the effective date of Ordinance 2018-1123.</u></p> <p><u>a. 18.13.015 Administrative Provisions;</u></p> <p><u>b. 18.13.025 Exemptions, Exceptions & Expedited Review – Subsections A, B, and C; and D.2 – 6;</u></p> <p><u>c. 18.13.035 Critical Areas Permit – Application - Subsections A – C, and E – G;</u></p> <p><u>d. 18.13.040 Critical Areas Permit – Review & Approval;</u></p> <p><u>e. 18.13.065 Appeals;</u></p> <p><u>f. 18.13.100 Wetlands - Subsection B.4; and</u></p>	<p>1 – As presented, the phrasing of the CAO incorporation needs improvement to better indicate a ‘hard reference’ incorporation as described in WAC 173-26-191(2.a.iii.D). The required changes proposed here are necessary to clarify that the SMP is regulating shoreline critical areas via the incorporated CAO provisions.</p> <p>WAC 173-26-191(2)(b) provides, in relevant part, <i>Shoreline master programs may include other policies and regulations by referencing a specific, dated edition. When including referenced regulations within a master program, local governments shall ensure that the public has an opportunity to participate in the formulation of the regulations or in their incorporation into the master program, as called for in WAC 173-26-201 (3)(b)(i). In the approval process the department will review the referenced development regulation sections as part of the master program. A copy of the referenced regulations shall be submitted to the department with the proposed master program or amendment. If the development regulation is amended, the edition referenced within the master program will still be the operative regulation in the master program.</i></p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p><u>g. Any provision based upon reasonable use, permit types or requirement, and appeals process or procedures that is inconsistent with the requirements of the SMP or WAC 173-27.</u></p> <p>2. <u>Critical areas located within shoreline jurisdiction shall be regulated by this SMP. The incorporated critical areas provisions shall be liberally construed together with the SMP to give full effect to the objectives and purposes of the provisions of the SMP and the Shoreline Management Act (SMA).</u> These provisions apply to all lands and all review activities in shoreline jurisdiction, whether or not a Shoreline Permit or authorization is required....</p> <p>4. This section supplements SMC 18.13 provisions for <u>Geologically Hazardous Areas</u>, Fish & Wildlife Habitat Conservation Areas, and Wetlands.</p> <p>5. Where the regulations of SMC 18.13 conflict with the regulations of this SMP, this SMP shall prevail.</p>	<p><i>Changing the referenced regulations in the master program to the new edition will require a master program amendment.</i></p> <p>1.a – g - While this provision adopts the city’s CAO by reference, some CAO provisions do not apply in shoreline jurisdiction. The required changes proposed here better specify the exceptions to applying the CAO to shorelines to avoid conflict and inconsistency, such as reasonable use by shoreline variance, allowed/exempt activities, exempt wetlands, critical areas permit, appeal processes, etc. The identified exclusions to the incorporated CAO are necessary to ensure that critical areas protection, use prioritization, reviews, and permitting are conducted consistent with the SMA and Guidelines.</p> <p>Buffer reductions and allowances contained within 18.13.025 and 18.13.100(B)(4) are not consistent with Ecology’s moderate risk approach guidance or with WAC 173-26-186(8), which direct master programs to “include policies and regulations designed to achieve no net loss of those ecological functions.” 2 – Liberal construction principles of RCW 90.58.900 apply to all SMP provisions including the incorporated critical areas provisions.</p> <p>4 – The CAO provisions for Geologically Hazardous areas also apply within shoreline jurisdiction.</p> <p>5 – Given the proposed edits to #2 above, Ecology agrees with the City staff suggested deletion of this provision as no longer necessary.</p> <p>Ecology requires these revisions for consistency with statute and WAC requirements, and for added clarity. See also related item for SMP 4.4 below. See also Periodic Review Checklist #2010.a.</p>
5.	4.4 Critical Areas	<p>4.4.2 Policies</p> <p>5. Establish riparian area buffers based upon the performance of functions, occurring at the reach scale for the shoreline in question. This may lead to base buffer widths that are greater or lesser than the standard identified in SMC Table 18.13.095-1. Despite any reduced base buffer, significant trees and Oregon White Oak trees within shoreline jurisdiction shall be managed consistent with SMP Section 6.4.1.</p>	<p>WAC 173-26-191 requires the City to complete a reach analysis as part of the inventory and characterization process to consider existing conditions and current science. This information is then to be used to prepare the SMP provisions, including shoreline buffers and/or setbacks. Reach specific riparian area buffer standards should be established during this SMP Comprehensive Update process, based on the City’s Inventory and Characterization, not left for later evaluation. However, as presented the SMP appears to be deferring buffer establishment to the project level. This will result in an SMP that is not consistent with the requirement of WAC 173-26-191(2)(a)(ii)(A) for regulations to:</p> <p><i>“be sufficient in scope and detail to ensure the implementation of the Shoreline Management Act, statewide shoreline management policies of this chapter, and local master program policies”</i></p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
			<p>Ecology requires revision to remove this ‘reach scale/base buffer’ provision for consistency with WAC 173-26 191(2):</p> <p>Basic requirements. <i>This chapter describes the basic components and content required in a master program. A master program must be sufficient and complete to implement the Shoreline Management Act and the provisions of this chapter. A master program shall contain policies and regulations as necessary for reviewers to evaluate proposed shoreline uses and developments for conformance to the Shoreline Management Act.</i></p>
6.	4.4 Critical Areas	<p>4.4.3 General Critical Area Regulations</p> <p><u>4. New development and the creation of new lots are prohibited in all SEDs when they would cause foreseeable risk from geological conditions, or require structural flood hazard reduction measures in the floodway or CMZ, during the life of the development, consistent with SMP Section 5.4.8 Land Division, and other provisions of this Program.</u></p>	<p>SMP 5.4.8(4) Land Division Regulations address shoreline stabilization and flood hazard as a matter of ‘layout’:</p> <p><i>b. The layout of lots within 1) new plats and subdivisions, 2) plat amendments, or 3) boundary line adjustments shall:</i></p> <p><i>i. Prevent the need for new shoreline stabilization or flood hazard reduction measures that would cause significant impacts to other properties or public improvements or a net loss of shoreline ecological functions.</i></p> <p><i>ii. Not result in lots containing inadequate buildable space due to critical areas and/or their buffers.</i></p> <p>Ecology requires revision for consistency with WAC 173-26-221:</p> <p><i>(2)(c)(ii)(B) Do not allow new development or the creation of new lots that would cause foreseeable risk from geological conditions to people or improvements during the life of the development.</i></p> <p><i>(3)(c)(i) ...New development or new uses in shoreline jurisdiction, including the subdivision of land, should not be established when it would be reasonably foreseeable that the development or use would require structural flood hazard reduction measures within the channel migration zone or floodway...</i></p> <p>The SMP Land Division regulation addresses both stabilization and flood structures, but only applies to subdivisions. The SMP also needs to address the WAC requirements for new development.</p> <p>Ecology requires revision to add a provision for consistency with WAC 173-26-221</p>
7.	4.4 Critical Areas	<p>4.4.4 Fish & Wildlife Habitat Conservation Area Regulations</p> <p>1. Any use, or development, <u>or modification</u> proposed within or adjacent to an FWHCA with which state or federally endangered, threatened, or sensitive species have a primary association...</p> <p>2. Applicants shall provide a preliminary FWHCA assessment for all proposals involving riparian areas. The assessment must establish and/or confirm <u>recognize</u> the base buffer</p>	<p>1 - In discussion with City staff it was determined that these provisions should apply to uses, developments, <i>and</i> modifications. This is consistent with the City’s SMP framework and terminology. Ecology requires revision to add ‘modification’ per City’s request.</p> <p>2 – Related to edits at 4.4.2(5) above, delete the term ‘base’.</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p>necessary to ensure no net loss of ecological functions occurring at the reach-scale for the riparian area in question.</p> <p>3. The City or its qualified professional biologist shall condition the approval of activities located in the FWHCA or its buffer as necessary. Approval conditions shall require the applicant to mitigate any potential adverse impacts according to the approved critical area report, mitigation, and monitoring plans.</p>	<p>3 - It is the City not a qualified professional biologist that has the authority to make decisions on shoreline permits and authorizations. The City may rely on or consider recommendations for conditions of approval provided by its qualified professional biologist, but only the City may condition approvals through its decision making authority. Ecology requires revision to correct this error.</p>
8.	4.4 Critical Areas	<p>4.4.6 Wetlands Regulations</p> <p>1. <u>All wetland review activities, as defined, shall be subject to these regulations.</u></p> <p>1. 2. No net loss of wetland <u>area</u>, functions and values, <u>including lost time when the wetland does not perform the function</u>, shall occur as a result of the overall project's <u>wetland review activities</u>. Only unavoidable wetland impacts will be authorized. In addition to the requirements in SMP Section 4.3, the following mitigation measures to minimize and reduce wetland impacts shall be required:</p> <ul style="list-style-type: none"> a. Mitigation shall achieve equivalent or greater biological functions. b. Mitigation actions shall rely on the order of preference in SMC 18.13.100, however, wetland preservation alone shall not be considered as achieving the no net loss standard of this SMP. <p>2. Permitted Alterations in High Value Wetlands. Prior to approval of any Shoreline Permit in Category I or II wetland or their buffers, the City shall verify that:</p> <ul style="list-style-type: none"> a. The proposed project involves water-oriented activities, including public physical access. b. The mitigation for impacts shall preferably be within the same wetland or wetland buffer, but if that is not feasible given the size or scale of the water-oriented use, then mitigation occurs in accordance with SMC 18.13.100 and this section. c. The basic project purpose cannot reasonably be accomplished and successfully avoid, or result in less adverse impacts on a wetland or its buffer using other design techniques, project location or configuration on the same project site. 	<p>In consultation with City staff, Ecology requires revision for consistency with WAC 173-26-221(2.c.i.A) and current technical guidance, and for accuracy & clarity; the revisions suggested here are presented as a new #1, subsequent provisions would be renumbered.</p> <p>1 - Ecology finds that the SMP does not comply with wetland review requirements. After consultation with City staff, proposed revisions include edits to this section as well as the addition of a definition for 'wetland review activities' to Chapter 7.</p> <p>2 – Ecology requires revision for consistency with WAC 173-26-221(2.c.i.A) and WAC 173-26-221(2)(c)(i)(C), for internal consistency with the SMP no net loss standard, and as necessary to incorporate the most current, accurate and complete scientific or technical information as required per WAC 173-26-201(2)(a).</p> <p>Deletion - Ecology requires revision for consistency with WAC 173-26-201(2)(a) and WAC 173-26-201(2)(c). Wetlands within shoreline jurisdiction contribute to the shoreline ecological function, therefore all wetlands (regardless of size or category) must be protected within the shoreline. Also, mitigation sequencing shall be applicable to all wetland and wetland buffer impacts. As written, this provision for 'permitted alterations in high value wetlands' is inconsistent with requirement for avoidance & minimization, and appears to be an outright allowance for alteration based on very broad use classifications of 'water-oriented' and 'public access'. Deviation from the incorporated provisions of SMC 18.13 can only be authorized by a shoreline variance. In consultation with City staff, deletion of the entire provision will eliminate WAC inconsistency and the conflict with other applicable SMP provisions.</p>
9.	4.5 Flood Hazard Reduction	<p>4.5.3 Frequently Flooded Area and CMZ Regulations</p> <p>1. New or enlarged structural flood hazard reduction measures shall be allowed only by a shoreline conditional use permit and only when:</p> <ul style="list-style-type: none"> a. It can be demonstrated by a scientific and engineering analysis that they are necessary to protect existing development; b. That aNonstructural measures are not feasible; 	<p>Ecology requires revision for consistency with WAC 173-26-221(3).</p> <p>Overall, this section cites to the SMC 18.13 CAO that cites to SMC 15.24 Floodplain Management Regulations. Neither the SMP or CAO meet the requirements of WAC 173-26-221(3):</p> <p><i>(c.i) ... The following uses and activities may be appropriate and/or necessary within the channel migration zone or floodway:</i></p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p>c. Impacts to ecological functions and priority species and habitats can be successfully mitigated so as to ensure no net loss; and</p> <p>d. Vegetation standards consistent with SMP Section 6.4.1 are implemented. <u>and</u></p> <p><u>e. Located landward of associated wetlands and buffer areas, except for actions that increase ecological functions, such as wetland restoration, where no alternative exists as documented in a geotechnical analysis.</u></p> <p>...</p> <p><u>3. Only the following new uses and development activities may be appropriate and/or necessary within the channel migration zone or floodway:</u></p> <p>a. <u>Actions that protect or restore the ecosystem-wide processes or ecological functions.</u></p> <p>b. <u>Forest practices in compliance with the Washington State Forest Practices Act and its implementing rules.</u></p> <p>c. <u>Existing and ongoing agricultural practices, provided that no new restrictions to channel movement occur.</u></p> <p>d. <u>Mining when conducted in a manner consistent with the environment designation and with the provisions of WAC 173-26-241 (3)(h).</u></p> <p>e. <u>Bridges, utility lines, and other public utility and transportation structures where no other feasible alternative exists or the alternative would result in unreasonable and disproportionate cost. Where such structures are allowed, mitigation shall address impacted functions and processes in the affected section of watershed or drift cell.</u></p> <p>f. <u>Repair and maintenance of an existing legal use, provided that such actions do not cause significant ecological impacts or increase flood hazards to other uses.</u></p> <p>g. <u>Development with a primary purpose of protecting or restoring ecological functions and ecosystem-wide processes.</u></p> <p>h. <u>Modifications or additions to an existing nonagricultural legal use, provided that channel migration is not further limited and that the new development includes appropriate protection of ecological functions.</u></p> <p>i. <u>Development in incorporated municipalities and designated urban growth areas, as defined in chapter 36.70A RCW, where existing structures prevent active channel movement and flooding.</u></p> <p>j. <u>Measures to reduce shoreline erosion, provided that it is demonstrated that the erosion rate exceeds that which would normally occur in a natural condition, that the measure does not interfere with fluvial hydrological and geomorphological processes normally acting in natural conditions, and that the measure includes appropriate mitigation of impacts to ecological functions associated with the river or stream.</u></p>	<ul style="list-style-type: none"> • <i>Actions that protect or restore the ecosystem-wide processes or ecological functions.</i> • <i>Forest practices in compliance with the Washington State Forest Practices Act and its implementing rules.</i> • <i>Existing and ongoing agricultural practices, provided that no new restrictions to channel movement occur.</i> • <i>Mining when conducted in a manner consistent with the environment designation and with the provisions of WAC 173-26-241 (3)(h).</i> • <i>Bridges, utility lines, and other public utility and transportation structures where no other feasible alternative exists or the alternative would result in unreasonable and disproportionate cost...</i> • <i>Repair and maintenance of an existing legal use, provided that such actions do not cause significant ecological impacts or increase flood hazards to other uses.</i> • <i>Development with a primary purpose of protecting or restoring ecological functions and ecosystem-wide processes.</i> • <i>Modifications or additions to an existing nonagricultural legal use, provided that channel migration is not further limited and that the new development includes appropriate protection of ecological functions.</i> • <i>Development in incorporated municipalities and designated urban growth areas, as defined in chapter 36.70A RCW, where existing structures prevent active channel movement and flooding.</i> • <i>Measures to reduce shoreline erosion...</i> <p><i>(c.iii) Place new structural flood hazard reduction measures landward of the associated wetlands, and designated vegetation conservation areas, except for actions that increase ecological functions, such as wetland restoration, or as noted below. Provided that such flood hazard reduction projects be authorized if it is determined that no other alternative to reduce flood hazard to existing development is feasible. The need for, and analysis of feasible alternatives to, structural improvements shall be documented through a geotechnical analysis.</i></p> <p>1.b – City staff suggested edit for phrasing.</p> <p>1.e – SMP is missing the required provision for location landward of wetlands.</p> <p>3 – SMP is missing a provision to satisfy WAC 173-26-221(3.b) and (3.c.i)</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE						
10.	4.6 Public Access	<p>4.6.3 Regulations</p> <p>1. Consistent with legal/constitutional limitations, provisions for adequate public access shall be incorporated into all proposals for Shoreline Permits that have one or more of the following characteristics:</p> <p>a. The proposed development or use will create a demand for, or increase demand for public access;</p> <p>b. The proposed use is not water-dependent and is not a preferred use under the SMA water-enjoyment, water-related, or non water-dependent, except for individual single-family residences not part of a development planned for 5 or more parcels.</p>	<p>As written, this provision is not consistent with WAC 173-26-221(4.d.iii):</p> <p><i>Provide standards for the dedication and improvement of public access in developments for water-enjoyment, water-related, and nonwater-dependent uses and for the subdivision of land into more than four parcels. In these cases, public access should be required except:</i></p> <p>(A) <i>Where the local government provides more effective public access through a public access planning process described in WAC 173-26-221 (4)(c).</i></p> <p>(B) <i>Where it is demonstrated to be infeasible due to reasons of incompatible uses, safety, security, or impact to the shoreline environment or due to constitutional or other legal limitations that may be applicable.</i></p> <p><i>In determining the infeasibility, undesirability, or incompatibility of public access in a given situation, local governments shall consider alternate methods of providing public access, such as off-site improvements, viewing platforms, separation of uses through site planning and design, and restricting hours of public access.</i></p> <p>(C) <i>For individual single-family residences not part of a development planned for more than four parcels.</i></p> <p>Ecology requires revision for consistency with WAC 173-26-221(4.d.iii).</p>						
11.	5. Shoreline Use Regulations	<p>5.2 Provisions Applicable to All Uses</p> <p>1. When determining allowable uses and resolving use conflicts within the City’s shoreline jurisdiction, the following preferences and priorities shall apply in the order listed below:</p> <p>a. Reserve appropriate areas for protecting and restoring ecological functions to control pollution and prevent damage to the natural environment and public health.</p> <p>b. Reserve shoreline areas for water-dependent and associated water-related uses.</p> <p>c. Allow mixed uses projects that include or support water-dependent uses. 15</p> <p>d. Reserve shoreline areas for other water-related and water-enjoyment uses that are compatible with ecological protection and restoration objectives.</p> <p>e. Locate single-family residential uses where they are appropriate and can be developed without significant impact to ecological functions or displacement of water-dependent uses.</p> <p>f. Limit nonwater-oriented uses to those locations where the above described uses are inappropriate or where nonwater-oriented uses demonstrably contribute to the objectives of the SMA.</p> <p>2. e- New uses and development shall be subject to the setback requirements and height limitations contained in <u>Section 5.3 Shoreline use Table, including</u> Table 5.1 – Shoreline Use & <u>Dimensional Setback</u> Standards.</p>	<p>1.a – f – The provisions a- d accurately reflect RCW 90.58.020 and WAC 173-26-201(2.d) that establish the required order of use preference, however the last two WAC items regarding single-family residential, and non-water oriented uses were omitted as presented.</p> <p>Ecology requires revisions for consistency with WAC 173-26-201(2.d).</p> <p>2 – As presented, this provision about setbacks & height limits is included as part of the established order of use preference, and is inconsistent with WAC 173.26-201(2.d), therefore better formatted as a separate item.</p> <p>In collaboration with a City staff suggested edit, Ecology recommends revision for accuracy and clarification.</p>						
12.	5.3 Shoreline Use Table	<table border="1"> <tr> <th colspan="2" data-bbox="443 1383 1507 1421">Table 5.1 – Shoreline Use & Setback Standards</th> </tr> <tr> <td data-bbox="443 1421 701 1461"></td> <td data-bbox="701 1421 1507 1461">Shoreline Environment Designation</td> </tr> <tr> <td data-bbox="443 1461 701 1494"></td> <td data-bbox="701 1461 1507 1494">Most Restrictive ————— to ————— Least Restrictive</td> </tr> </table>	Table 5.1 – Shoreline Use & Setback Standards			Shoreline Environment Designation		Most Restrictive ————— to ————— Least Restrictive	<p>Header Row - Based on the SED purpose & criteria, there is not an exact order of protectiveness by which these are presented. In discussion with City staff, Ecology</p>
Table 5.1 – Shoreline Use & Setback Standards									
	Shoreline Environment Designation								
	Most Restrictive ————— to ————— Least Restrictive								

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]										ECOLOGY DISCUSSION/RATIONALE
		AQUATIC		NATURAL		SHORELINE RESIDENTIAL		URBAN CONSERVANCY		ACTIVE WATERFRONT		
		Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	Allowance	Setbacks (ft)	
		P= Permitted, C=Conditional Use, X= Not Permitted, n/a= Not Applicable										
		Boating Facilities & Overwater Structures										
				C		P		P		P		
		See Adjacent Upland Environment		X		C		C		P		P
				X		C		C		P		P
				X	n/a	C	n/a	C	n/a	P	X	n/a
				X		C		C		P		P
				X		C		C		P		P
				X		P		P		P		P
				X		X		C		C		P
				X		C		C		P		P
				X		P		P		P		P
				X		X		C		C		P
		Institutional										
		C		C	0	C	0	P	0	P	0	
		X		X	n/a	C	100	P	75	P	50	
		X	n/a	X	n/a	C	100	C	100	P	100	
		X		X	n/a	C	50	P	50	C	50	n/a
							n/a					
		Commercial & Industrial										
		P				X ¹	0	P	0	P	0	
		C	n/a	X	n/a	X ¹	75	P	50	P	33	
		X				X	-	C ²	150	C ²	100	
		...										
		[Footnote] 2 – <u>Non-water oriented Commercial & Industrial uses</u> C conditionally allowed only when a) <u>the site is physically separated from the shoreline by another property or public right-of-way</u> or b) the project provides a significant public benefit with respect to SMA objectives (e.g., providing public access and ecological restoration) and i) is part of a mixed-use project that includes water-dependent uses or ii) navigability is severely										

requires revision to delete the row that indicates ‘most to least restrictive’ as inaccurate/misleading.

Boating Facilities & OWS - While not specified by the text of SMP 5.4.3 Boating Facilities & Overwater Structures, Table 5-1 allows Private Leisure Decks, defined in SMP 7 Definitions as overwater structures *not used* for moorage. WAC 173-26-231(3) only allows SFR piers & docks as a water-dependent use when they are for access to watercraft; therefore, private leisure decks must be prohibited as overwater structures. See also [SMP Handbook Chapter 12 Piers, Docks & Overwater Structures](#).

SMP 7 Definitions: Leisure Deck, Private – An overwater structure associated with a private, typically single-family residential, use of the shoreline. Private leisure decks are designed or intended for uses that are unnecessary for the moorage of a boat or watercraft (e.g., seating, cooking, viewing, storage, etc.).

Ecology requires revision for consistency with WAC 173-26-231(3), and agrees with City staff’s suggested approach to keep the row and show all ‘Xs’ to indicate prohibited in all SEDs.

Institutional – Cemeteries – In discussion with City staff, the intent is to allow existing cemeteries in Urban Conservancy (UC) to continue and to expand, consistent with all applicable provisions. No new cemeteries are anticipated in Shoreline Residential (SR) or Active Waterfront (AW) so a conditional allowance is unnecessary, and where a use is prohibited no setback is needed.

Ecology requires revision to prohibit new cemeteries in SR and AW to accurately reflect existing and anticipated cemetery use and development.

Footnote 2 – City staff suggested edit for reorganized phrasing, Ecology supports this revision for clarity.

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p>limited. or b) the site is physically separated from the shoreline by another property or public right-of-way</p>	
13.	5.4.2 Aquaculture	<p>5.4.2 Aquaculture 1. Location Description. Aquaculture uses <u>do not currently exist along Stevenson's shorelines. are limited and largely incompatible with Stevenson's vision for its shorelines.</u> 2. Applicability. This SMP applies to all proposed aquaculture uses. Aquaculture is the culture of farming of fish, shellfish, or other aquatic plants and animals. Upland finfish rearing facilities as defined in this SMP meet the definition of "agricultural <u>facilities/equipment activities.</u>" Nevertheless, these facilities are regulated <u>as non-water oriented aquaculture</u> by the provisions of this section and not SMP Section 5.4.1. 3. Policies: a. New aquaculture uses should be discouraged within Stevenson's shoreline jurisdiction. ab. Because aquaculture is an activity of statewide interest, aquaculture may be considered as a Shoreline Conditional Use Permit (SCUP)... 4. Regulations: ... f. Non-water-oriented portions of aquaculture facilities (e.g., parking lots, offices, storage, dorm or sleeping quarters, etc.) shall be placed upland of water-oriented aquaculture uses. Such upland areas must be appropriate for the appurtenant and accessory development, including necessary infrastructure.</p>	<p>Locally regulating upland finfish rearing facilities (UFRF) as Aquaculture, rather than Agriculture, is an acceptable approach but the proposed text is confusing. Ecology requires revision for consistency with WAC 173-26-241(3.b).</p> <p>1 – If true, current conditions are better described as 'nonexistent'. For Shorelines of Statewide Significance (e.g. Columbia River) the statewide interest is favored over local interest/community vision. As written, this statement conflicts with the policy below that identifies Aquaculture as a water-dependent, preferred use.</p> <p>2 – This reference to an Agriculture definition is incorrect; UFRFs are noted in the definition for Ag Facilities/Equipment (RCW 90.58.065); In collaboration with City staff, add clarifier about UFRFs as non-water oriented.</p> <p>3.a – As a preferred, water-dependent use of statewide interest, aquaculture is not to be discouraged. [renumber the remaining policies in this section as necessary]</p> <p>4.f – City staff suggested edit to delete 'appurtenance' and use 'accessory' consistent with the Chapter 7 definition that is specific only to single-family residences. Ecology supports this edit for accuracy.</p>
14.	5.4.3 Boating Facilities & Overwater Structures	<p>3. Policies a. Boating facilities and overwater structures <u>only</u> for water-dependent uses or for public access should be allowed, provided they can be located, designed, and constructed in a way that results in no net loss of shoreline ecological functions. <u>Docks associated with single family residences are defined as water dependent uses only when they are designed and intended as a facility for access to watercraft.</u> b. In addition to achieving no net loss, boating facilities and overwater structures should locate where they will be compatible with neighboring uses, including navigational and aesthetic considerations and tribal treaty fisheries. 4. Regulations</p>	<p>WAC 173-26-231(3)(b) only allows SFR piers & docks as a water-dependent use when they are for access to watercraft; and requires joint-use or community docks for 2 or more residences: <i>"...a dock associated with a single-family residence is a water-dependent use provided that it is designed and intended as a facility for access to watercraft and otherwise complies with the provisions of this section" ...</i></p> <p><i>"Where new piers or docks are allowed, master programs should contain provisions to require new residential development of two or more dwellings to provide joint use or community dock facilities, when feasible, rather than allow individual docks for each residence."</i></p> <p>Policies 3.a – Clarify to limit boating facilities only for water-dependent use or public access, and to add clarifying language re: SFR docks per WAC 173-26-231(3.b); Further there is no</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p>c. Boating facilities and overwater structures shall only be permitted where it can be demonstrated that:</p> <p>i. <u>The use is water-dependent or public access;</u></p> <p>ii. The proposed site has the flushing capacity required to maintain water quality; ...</p> <p>...</p> <p>g. Boating facilities and private overwater structures shall be marked with reflectors, or otherwise identified to prevent unnecessarily hazardous conditions for surface-water users during the day or night.</p> <p><u>m. Single-user residential docks are water dependent uses only when demonstrated they are to be designed and intended as a facility for access to watercraft. New residential piers or docks for two (2) or more dwellings shall provide joint-use or community dock facilities, when feasible, rather than allow individual docks for each residence.</u></p>	<p>related regulation to implement this policy re: only water-dependent or public access – hence the related edit to Reg #4.c below.</p> <p>3.b – Separate the second clause of ‘a’ to a separate provision ‘b’; subsequent items to be renumbered as needed.</p> <p>Regulations</p> <p>4. c – Add language to implement Policy 3.a as noted above.</p> <p>4.g – As written, public overwater structures would not have to be marked with reflectors.</p> <p>4.m – Add provision to address single-user and joint use residential docks for internal consistency with Table 5-1.</p> <p>Ecology requires revisions for accuracy, consistency with WAC 173-26-231(3.b) and internal consistency.</p>
15.	5.4.10 Residential Development	<p>1. Location Description. Single-Family and Multi-Family residential development exists and is planned for several areas of Stevenson’s shoreline jurisdiction. The SMA considers single-family residences and their appurtenant structures to be priority preferred uses similar to water-dependent uses (e.g., ports, recreational uses, public access, commercial and industrial developments).</p> <p>3. Policies:</p> <p>a. Development of single-family residential homes and appurtenant structures are priority preferred uses under the SMA only when consistent with the control of pollution and prevention of damage to natural resources...</p>	<p>Consistent with WAC 173-26-241(3.j), single family residential use may be considered a <i>priority</i> when pollution and damage are avoided. This priority is separate, and different from, the required order of use <i>preference</i> established by WAC 173-26-201(2.d) where single family residential use is recognized well after ecological functions, water-oriented and mixed use activities. As written, the Location Description and Policy #3.a are incorrect in referring to single-family residential use as preferred, and inconsistent with rule requirements.</p> <p>Ecology requires text revisions for consistency with WAC 173-26-241(3.j).</p>
16.	5.4.10 Residential Development	<p>4. Regulations:</p> <p>a. New single-family homes are prohibited within the <u>Aquatic, Natural, and</u> Active Waterfront SED.</p>	<p>As written, this text prohibits SFR only in Active Waterfront SED, however the 5.3 Shoreline Use Table 5-1 shows SFR prohibited in Aquatic, Natural, and Active Waterfront. SMP 5.2.2 states the text shall take precedence in the event of conflict with the Table. We presume the Table is a correct reflection of the City’s intent and the text needs to be fixed to avoid such conflict.</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
			Ecology requires revision for consistency with WAC 173-26-241(3)(j) and internal consistency with 5.3 Shoreline Use Table 5-1 and SMP Section 5.4.10(4.b) prohibiting new over-water residences.
17.	5.4.11 Transportation & Parking Facilities	<p>4. Regulations: h. All of the following conditions shall be met when an accessory parking facility is proposed in the shoreline jurisdiction:</p> <ul style="list-style-type: none"> i. The facilities servicing water dependent and non-water oriented uses shall be located landward, adjacent to, beneath or within the building being served. The facilities servicing water related and water enjoyment uses shall give first preference for location landward, adjacent to, beneath, or within the building being served. 	<p>As written, this provision is not consistent with WAC 173-26-241(3)(k): <i>... Plan, locate, and design proposed transportation and parking facilities where routes will have the least possible adverse effect on unique or fragile shoreline features, will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses. ...Parking facilities in shorelines are not a preferred use and shall be allowed only as necessary to support an authorized use. ...</i></p> <p>Location of the primary use/structure is already established by its water-oriented status, so the location of accessory parking doesn't need to rely on water-oriented status. Allowing additional flexibility for water-related and water-enjoyment beyond what is allowed for water-dependent is not consistent with the order of use preference. In no case should accessory parking be located waterward of the primary use/structure.</p> <p>Ecology requires revision for consistency with WAC 173-26-241(3)(k).</p>
18.	6.4.1 Vegetation Removal	<p>1. Applicability: ... d. The provisions of <u>this section</u> and SMC 18.13.095 apply to all vegetation removal within 150 ft of the OHWM or such other buffer as established in SMP Section 4.4.</p>	Change required to fix a typo or clerical error. This provision is unfinished and wording is unclear. Ecology requires revision for 1.d to read as intended.
19.	6.4.1 Vegetation Removal	<p>3. Regulations - General g. Mitigation Area, Monitoring.</p> <ul style="list-style-type: none"> i. The project shall be monitored annually for 5 years to document plant survivorship. ii. Monitoring reports shall be provided to the Administrator once per year. iii. The planted mitigation area shall achieve a plant survival standard of 80% at the end of 5 years. iv. Monitoring results may require additional/replacement planting to meet the survival standard. If the survival standard is not met, then additional planting may be required <u>and the monitoring period extended.</u> v. In lieu of monitoring, a <u>A</u> conservation covenant may be established which prevents future development or alteration within the mitigation area. 	<p>Ecology requires revision for consistency with WAC 173-26-201(2)(a) requirement for use of scientific and technical information, consistent with Ecology's most recent Wetland Guidance for CAOs and Wetland Mitigation Guidance, and for consistency with the ecological protection and no net loss standards of WAC 173-26-201(2)(c).</p> <p>g.iv – If replanting is required, additional monitoring is appropriate to ensure survival.</p> <p>g.v - The conservation covenant should not be in lieu of monitoring. This would mean an area would be protected but if the planting totally fails, it's going to have pretty low functionality and be an invitation for invasive weeds and not provide the ecological functions intended.</p>
20.	6.4.3 Shoreline Stabilization	<p>3. Regulations: d. When new, enlarged, or replacement structural shoreline stabilization is demonstrated to be necessary per the above requirements of subsections e and f below, it shall:</p> <ul style="list-style-type: none"> i. Be the minimum size necessary and shall meet no net loss. Soft stabilization measures shall be implemented unless demonstrated not to be sufficient... 	<p>d - As written, the phrasing with both 'above' and 'below' is inaccurate.</p> <p>d.iv - For GeoHaz areas, the SMP lacks any provision for residential primary structures required by WAC 173-26-221(2.c.ii.D) here in 6.4.3 Shoreline Stabilization or in SMP 4.4 Critical Areas.</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p><u>iv. For residential primary structures in a geologically hazardous area or its buffer, demonstrate no alternatives (including relocation or reconstruction of existing structures) are feasible and less expensive than the proposed stabilization measure.</u></p>	<p>Ecology requires revision for accuracy and consistency with WAC 173-26-221(2.c.ii.D).</p>
21.	<p>6.4.4 Shoreline Restoration</p>	<p>2. Policies b. Ecological enhancement and restoration measures occurring on Stevenson’s shorelines should not interfere with the establishment of other preferred shoreline and uses, especially in the Active Waterfront SED.</p>	<p>RCW 90.58.020 and WAC 173-26-201(2.d) establish the required order of use preference where ‘protection & restoration of ecological functions’ is the top preference before water-dependent & associated water-related uses, and other categories as listed - also established at SMP 5.2 Provisions Applicable to All Uses. This Policy 2.b conflicts with the WAC order of use preference and is internally inconsistent with SMP 5.2</p> <p>Ecology requires revision to delete this conflicting provision.</p>
22.	<p>7. Definitions</p>	<p>Floodway – The area, as identified in this SMP, that either: i) Has been established in effective FEMA flood insurance rate maps or floodway maps; or ii) consists of those portions of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually. Regardless of the method used to identify the floodway, t The floodway does not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.</p>	<p>The statutory definition includes two options and the City’s SMC 18.13.105 Frequently Flooded Areas regulations rely on the current FEMA FIRMS and SMC 15.24 Floodplain Management Regulations, so using the language of option (i) would ensure internal consistency.</p> <p>Ecology requires revision for consistency with RCW 90.58.030. See also Periodic Review Checklist #2007.a.</p>
23.	<p>7. Definitions</p>	<p>Lake – See WAC 173-22-030 – Definitions. An area permanently inundated by water in excess of 2 meters deep and greater than 20 acres in size measured at the OHWM. A body of standing water in a depression of land or expanded part of a river, including reservoirs, of twenty (20) acres or greater in total area. A lake is bounded by the ordinary high water mark or, where a stream enters a lake, the extension of the elevation of the lake’s ordinary high water mark within the stream.</p>	<p>The 20 acre size for jurisdiction is established by RCW 90.58.030 and at SMP 1.3.1; the source of the ‘2-meter deep permanent inundation’ criterion in this definition is unclear. As presented, this definition is not consistent with WAC 173-22-030:</p> <p><i>“Lake” means a body of standing water in a depression of land or expanded part of a river, including reservoirs, of twenty acres or greater in total area. A lake is bounded by the ordinary high water mark or, where a stream enters a lake, the extension of the elevation of the lake’s ordinary high water mark within the stream.</i></p> <p>Ecology requires revision for consistency with WAC 173-22-030, and supports the City staff suggested addition of the WAC citation cross reference.</p>
24.	<p>7. Definitions</p>	<p>Review Activity, Wetland – Those activities identified in WAC 173-26-221(2.c.i.A) (i.e., the dumping, discharging or filling with any material, including discharges of stormwater and domestic, commercial, or industrial wastewater; the draining, flooding, or disturbing of the</p>	<p>Related to 4.4.6 above, neither the SMP nor the incorporated critical area provisions of SMC 18.13 specify these activities as required by WAC 173-26-221(2.c.i.A):</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<p><u>water level, duration of inundation, or water table; the driving of pilings; the placing of obstructions; the construction, reconstruction, demolition, or expansion of any structure; significant vegetation removal, provided that these activities are not part of a forest practice governed under chapter 76.09 RCW and its rules; other uses or developments that results in an ecological impact to the physical, chemical, or biological characteristics of wetlands; or activities reducing the functions of buffers described in WAC 173-26-221(2.c.i.D)).</u></p>	<p>Regulations shall address the following uses to achieve, at a minimum, no net loss of wetland area and functions, including lost time when the wetland does not perform the function:</p> <ul style="list-style-type: none"> • The removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material of any kind; • The dumping, discharging, or filling with any material, including discharges of stormwater and domestic, commercial, or industrial wastewater; • The draining, flooding, or disturbing of the water level, duration of inundation, or water table; • The driving of pilings; • The placing of obstructions; • The construction, reconstruction, demolition, or expansion of any structure; • Significant vegetation removal, provided that these activities are not part of a forest practice governed under chapter 76.09 RCW and its rules; • Other uses or development that results in an ecological impact to the physical, chemical, or biological characteristics of wetlands; or • Activities reducing the functions of buffers described in (c)(i)(D) of this subsection. <p>Ecology requires revision to ensure WAC consistency and supports the City staff suggested approach of establishing and defining the term ‘wetland review activity’.</p>
25.	7. Definitions	<p>Should – <u>See WAC 173-26-020 – Definitions.</u> A strong preference; a particular action is required unless there is a demonstrated, compelling reason, based on a policy of the SMA, <u>the Guidelines</u>, and this SMP, against taking the action.</p>	<p>Not consistent with WAC 173-26-020:</p> <p>(37) "Should" means that the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and this chapter, against taking the action.</p> <p>Ecology requires text revision for consistency with WAC 173-26-020(37), and supports the additional edit suggested by City staff to add a specific WAC citation for internal consistency with other cross references. See also Recommended changes to Chapter 7 Definitions in Attachment C.</p>

The following changes are recommended as consistent with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III) to clarify provisions for implementation:

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
1.	General	<p><i>[Correct scrivener errors, as needed, in Stevenson Municipal Code (SMC) 18.08, and the Shoreline Master Program (SMP).]</i></p> <ul style="list-style-type: none"> • SMC 18.08.110 - 1. Content. The content of <u>the</u> notice shall be... • SMC 18.08.185 - Items ‘E’ through ‘H’ should be formatted as ‘A’ through ‘D’ • SMP 2.3.2 - ...submittal requirements necessary for to ensure compliance... • SMP 2.4.3 - 3. ...the review criteria of this eChapter, and WAC 173-27. • SMP 2.5.2 - 3. In authorizing a MPA, the City may be attach conditions... • SMP 3.2.3 - 1. ...that are consistent with this WAC 173-26... • SMP 3.2.4 – 3. b. ...ecological functions or future <u>further</u> degrade... • SMP 4.1 - The provisions of this section <u>Chapter</u> apply generally... • SMP 4.2.1 - ...that: <u>1)</u> are either recorded at the state historic preservation office and/or by the City; <u>2)</u> have been identified in consultation with a Tribal Historic Preservation Officer; <u>or 3)</u> have been discovered inadvertently... • SMP 4.2.3 – 1.a. ...based on information from DAHP, or a prior archaeological report/survey, or based on a state or federal register... • SMP 4.2.3 – 3. ...If the cultural resource professional determines... • SMP 4.5.3 – 1.b. That a<u>N</u>onstructural measures are not feasible; • SMP 5.4.3 - 4.b. ...shall be designed, constructed, and maintained to so as not to interfere with or impair the navigational use <u>of</u> shorelines. • SMP 5.4.3 – 4.d.i. Where unassociated with water-dependent nt uses... • SMP 5.4.6 – 1. ...institutional uses for the Skamania County... • SMP 5.4.11 – 3. f. ...special standards for to uensure public and private... • SMP 5.4.11 – 4.b. ... plan, design, and locate where routes: <ul style="list-style-type: none"> <u>i. W</u>ill have the least possible adverse effect ... fragile shoreline features; <u>ii. W</u>and will not result in a net loss of shoreline ecological functions; and <u>iii. W</u>ill not or adversely impact existing or planned water-dependent uses. • b-c. <u>Alternative designs for transportation facilities...</u> • SMP 6.4.1 - 3.b. ii. ...establish mitigation ratios that deviate... • Appendix A - A.1. ...(SEDs) of those areas will take effect immediately... • Appendix A – A.3. ...as 1) legal actions related <u>to</u> annexation, land division... • Appendix B - B.2. ...Table A.2 is provided to catalogue the each letter... 	<p>Global Change – In collaboration with City staff, Ecology recommends revisions throughout SMC 18.08 and the SMP, as needed, to correct minor scrivener errors such as alpha-numeric formatting, misspelling, punctuation, typos, grammatical errors (i.e. <u>insertion/deletion</u> of ‘the’, ‘of’, ‘for’, ‘be’, etc.), capitalization, citations, hyphens, and similar that have no substantive effect on implementation. Many such corrections were suggested by City staff including, but not limited to, those shown at left.</p> <p>In addition, the City may opt to:</p> <ul style="list-style-type: none"> • remove the line numbering throughout the document so that reference citations are made solely by chapter, section, sub-section, provision, and sub-item numbers; • remove the page background watermark that reads ‘Council Authorized’; and • correct the numbering error at 4.4.4 – 4.4.6, both in the Table of Contents and Chapter 4. <p>Ecology supports these non-substantive clarifying revisions.</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
2.	General	<p>2.9.1 Nonconforming Use & Development – Purpose – Applicability – Criteria ... 2. Nonconforming uses and developments on Stevenson’s shorelines shall meet the standards of the City of Stevenson Zoning Code, SMC 17.44 – Nonconforming Uses (<u>Said provisions include all amendments adopted through February 27th, 2017, the effective date of Ordinance 2017-1103</u>), with the following exceptions: ...</p> <p>5.4.13 Unlisted Uses 2. Process. To the extent practicable, the interpretation of uses under this SMP shall be guided by the Zoning Code’s provisions related to interpretation of uses at SMC 17.12.020 (<u>Said provisions include all amendments adopted through February 27th, 2017, the effective date of Ordinance 2017-1103</u>), provided that...</p>	<p>City staff suggested edit to include specific reference to City Zoning Code provisions that apply in shoreline jurisdiction. Ecology supports these clarifying revisions.</p>
3.	SMC 18.08 Shoreline Management	<p>.020 Shoreline Master Program and Map Adoption. A. There is made a part of this chapter a management plan which shall be known as the “Stevenson Shoreline <u>Master Management</u> Program” or “SMP,” adopted _____ <u>[date]</u> _____, as well as a map which shall be officially known as the “<u>Stevenson</u> Shoreline Environment Designation Map.” These documents shall be made available to the general public upon request.</p> <p>.050 Applicability of Provisions, Shorelines Designated. A. Unless specifically exempted by state statute, all proposed uses and development occurring within shoreline jurisdiction must conform to chapter 90.58 RCW, the Shoreline Management Act, and the Stevenson Shoreline <u>Master Management</u> Program.</p>	<p>In collaboration with City staff, Ecology recommends these text revisions for accuracy and internal consistency. Master - The submitted SMP document is titled Shoreline Master Program, consistent with the requirements of SMA and WAC. Also, SMP 1.1 Title establishes the name as Stevenson Shoreline Master Program. The SMP document title page, page header, sub-section headers and body text all use the SMA term. Our use of the term ‘master program’ is intended to indicate that an SMP has both goals & policies as <i>planning</i> components as well as specific <i>regulatory</i> standards. Date - Insertion of the Council final adoption date for accuracy before sending a final clean-copy version of the SMP to Ecology; City may opt to also include Ordinance Number. Stevenson - Insertion of the City’s name to the SED Map title provides better clarity.</p>
4.	SMC 18.08 Shoreline Management	<p>.050 Applicability of Provisions, Shorelines Designated. B. This chapter applies to all areas within shoreline jurisdiction as designated in the SMP, including: 1. That portion of the Columbia River shoreline which lies within city limits. This chapter will apply to any Columbia River shoreline which is annexed into the city; provided, the annexed shoreline has been predesignated within the SMP. The entire Columbia River shoreline is a Shoreline of State-Wide Significance; 2. The Rock Cove shoreline; 3. That portion of the Rock Creek shoreline which lies within city limits. This chapter will apply to any Rock Creek shoreline which is annexed into the city; provided, the annexed shoreline has been predesignated within the SMP.</p>	<p>The SMP will apply to any jurisdictional areas of the Columbia River, Rock Creek, or Ashes Lake upon annexation into the City regardless of predesignation. Per WAC 173-26-211(2.e) and SMP A.5.6, any area not predesignated (i.e. undesignated) would simply default to the Urban Conservancy SED until formally designated by way of an SMP amendment. By predesignating areas in the Urban Area Boundary, the City simply minimizes the chance of relying on this default requirement and eliminates the need for an SMP amendment. Ecology recommends revisions for accuracy & clarity.</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		4. Any portion of the Ashes Lake shoreline which is annexed into the city; provided, the annexed shoreline has been pre-designated within the SMP.	
5.	SMC 18.08 Shoreline Management	SMC 18.08.120 Permits—Fees. A. An application for an approval under this chapter shall be accompanied by an application fee payable to the City in an amount established and periodically adjusted by the City Council. B. Fees are not refundable. C. Payment of an application fee does not guarantee that a permit will be issued.	Revision suggested by City staff to reflect newly adopted 2020 permit fee refund policy. Ecology supports this edit.
6.	SMP Acknowledgements	<i>[Update the members listed for City Council, Local Advisory Committee, and Planning Commission]</i> State Staff Support This <u>Comprehensive</u> Shoreline Master Program <u>Update amendment</u> is made possible by Washington State Department of Ecology Grant G1200-044 <u>and SEASMP-StevPW-02230</u> , with the assistance of Michelle McConnell, Regional Shoreline Planner	Listed Members - Clarifying edits suggested by City staff to ensure all city elected and appointed volunteers involved in the SMP to date are recognized. Ecology supports this edit. State Support – City staff suggested and Ecology supports these recommended revisions to modify the sub-title, and rephrase text as an SMP amendment to reflect the combined effort to satisfy both the comprehensive update and periodic review requirements. The 2019 – 21 Periodic Review grant Agreement number should also be reflected by similar text reference on the Cover Page. Ecology supports this edit.
7.	SMP Page Header	City of Stevenson 2018 -Shoreline Master Program City Council Authorized Draft Staff Clean-Up Draft September-December 202118	Global change - City staff suggested and Ecology supports these recommended revisions to the Page Header text throughout the document to accurately reflect the final adopted version SMP; this text should agree with any similar text references on the cover page and at SMC 18.08. Per City discretion, Page Header text could use: document name without a date; include the Council final adoption date; include the Ecology final approval date; OR include the Effective Date.
8.	SMP Table of Contents	2.5 Exemptions from Shoreline Substantial Development Permits Minor Project Authorizations 2.5.1 Exemptions Minor Project Authorizations – Interpretation and Guidelines 2.5.2 Statement of Exemption Process-Minor Project Authorization Process	As written, the phrasing is internally inconsistent with Chapter 2 text that uses the term “Minor Project Authorization’ at 2.5, 2.5.1, and 2.5.2. Ecology recommends revision to have the Table of Contents match the language used in the body of the SMP.
9.	1.1 Title	This document shall be known and may be cited as the Stevenson 2018 Shoreline Master Program (SMP).	2018 was the local approval date, not the effective date that will be determined by City’s final adoption by ordinance and Ecology’s final action. Ecology recommends revision for accuracy and internal consistency.

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
10.	1.3 Shoreline Jurisdiction	<p>1.3.2 Applicable Shoreline Jurisdiction in Stevenson The extent of the shoreline jurisdiction shall be determined for specific project proposals based on the actual location of the OHWM, floodway, and the presence and delineated boundary of associated wetlands as may be determined on a site-by-site basis based on adopted definitions and technical criteria. The 2018 city limits of Stevenson includes...</p> <p>1.3.3 Shoreline Environment Designation Map The approximate shoreline jurisdictional area and the Shoreline Environment Designations (SEDs) are delineated on the map(s), hereby incorporated as a part of this SMP that shall be known as the "Stevenson Shoreline Environment Designation Map" (See Appendix A). The boundaries of the shoreline jurisdiction on the maps are approximate. The actual extent of shoreline jurisdiction <u>for specific project proposals</u> shall be based upon <u>the actual location of the OHWM, floodway, and the presence and delineated boundaries of associated wetlands as determined after</u> an on-site inspection and based on the definitions provided in accordance with SMP Sections 1.3.1 and 1.3.2, Chapter 3, Chapter 7, and in accordance with RCW 90.58.030.</p>	<p>1.3.2 - Revision suggested by City staff to delete duplicate language also addressed in the next sub-section.</p> <p>1.3.3 - Revisions suggested by City staff for clarity and to consolidate duplicative language.</p> <p>Ecology supports these clarifying revisions.</p>
11.	1.5 Shoreline Master Program Applicability to Development	<p>The SMP shall apply to all land and waters under the jurisdiction of Stevenson as identified in SMP Sections 1.3.1, 1.3.2, and 1.3.3 above. If the provisions of the SMP conflict with other applicable local ordinances, policies, and regulations, the requirement that most supports the provisions of the SMA as stated in RCW 90.58.020 and that provide the greatest protection of shoreline ecological resources shall apply, as determined by the Shoreline Administrator.</p> <p>This SMP shall apply to every person (<u>i.e.</u> individual, firm, partnership, <u>corporation</u>, association, organization, corporation cooperative, public or municipal corporation, or agency of the local or state or local governmental unit however designated) <u>agency, public or municipal corporation, or other non-federal entity</u> that <u>uses</u>, develops, owns, leases, or administers lands, wetlands, or waters that fall under the jurisdiction of the SMA. The SMP shall not apply to federal agency activities on federal lands.</p> <p>SPlease see SMP Chapter 2 below for more information...</p> <p>1.6 Relationship to Other Plans and Regulations ...Applicants must also comply with the Stevenson Comprehensive Plan and any applicable subarea plan. If the provisions of the SMP conflict with other applicable local ordinances, policies, and regulations, the requirement that most supports the provisions of the SMA as</p>	<p>Conflicting Provisions – As suggested by City staff, move this 1.5 text to next section 1.6 as a more intuitive location for addressing SMP relationship to other plans and regulations. Ecology supports this clarifying edit.</p> <p>Applicability – City staff suggested text revisions to better reflect RCW 90.58.030 Definitions: (1)(e) "Person" means an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of the state or local governmental unit however designated. Ecology supports this clarifying edit with the added insertion of 'uses'.</p> <p>1.6 - As suggested by City staff, move text from the previous section 1.5 as a more intuitive location for addressing SMP relationship to other plans and regulations. Ecology supports this clarifying edit.</p>

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		<p><u>stated in RCW 90.58.020 and that provide the greatest protection of shoreline ecological resources shall apply, as determined by the Shoreline Administrator.</u> The City's Shoreline Administrator or designee...</p>	
12.	2.4 Permit Process	<p>2.4.1 Permission Required ... 2. Activities <u>excepted exempt</u> from obtaining permission under this SMP include projects: ...</p>	<p>Ecology recommends revision for accuracy and internal consistency. Only WAC 173-27-040 lists SDP <i>exemptions</i>, the items listed here are <i>exceptions</i> to local review. As written the wording is internally inconsistent with the SDP exemptions addressed at SMP 2.5 and could cause confusion during implementation.</p>
13.	2.5 Minor Project Authorizations (MPA)	<p>2.5.1 Minor Project Authorizations – Interpretation & Guidelines 1. Exemptions—as required by State law—shall be construed narrowly. Only those developments that <u>meeting</u> the precise terms of one or more of the state-process exemptions listed in WAC 173-27-040 may be reviewed as a Minor Project Authorization instead of as a SSDP. ... 5. An exemption from the state’s SSDP process is not an exemption from compliance with the SMA (RCW 90.58), this SMP, or any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and provisions of this SMP and the SMA. Exemptions must still <u>achieve</u> comply with no net loss of...</p>	<p>Minor clarifying edits suggested by City staff for improved grammar/phrasing. Ecology supports these edits. See also Required Changes to 2.5 in Attachment B.</p>
14.	3. Shoreline Environment Designation Provisions	<p>3.1 Introduction The state SMP guidelines require that Shoreline Environment Designations be assigned to shoreline areas according to their function, existing land uses, and the goals and aspirations of the community. For those unfamiliar with the Shoreline Management Act (SMA), a Shoreline Environment Designation 5 (SED) is similar to the more common concept of a zoning district. Consistent with the City’s requirements under the SMA, this chapter provides a system SEDs which mirror those outlined in the SMP guidelines and overlay other zoning district requirements. The locations of the City’s SEDs are described in and depicted on the map of shoreline jurisdiction and environment designations in Appendix A- <u>including descriptions of parallel environments, waterbody-specific interpretations, a parcel guide, and criteria to clarify boundary interpretations.</u></p>	<p>Additional language here would help the reader to recognize the Appendix has additional provisions related to the text of Chapter 3. Ecology recommends revision for clarity, as related to WAC 173-26-211(2.e)</p>
15.	4.3 Environmental Protection & No Net Loss	<p>4.3.2 Regulations 5. Mitigating for Impacts. When impacts related to a proposal require mitigation, the following shall apply: a. The proposal shall achieve no net loss of ecological functions.</p>	<p>There is frequent confusion between:</p> <ul style="list-style-type: none"> • compensatory mitigation that is <i>required</i> to offset the impacts of a permitted project; and • voluntary restoration conducted <i>at-will</i> solely for the improvement of degraded or impaired shorelines as an action separate from any new use/development activity.

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		<p>b. The City shall not require mitigation in excess of that necessary to assure the proposal 1) results in no net loss of ecological function and 2) does not have a significant adverse impact on other shoreline functions fostered by this SMP.</p> <p>c. Compensatory mitigation shall give preference to measures that replace the impacted function directly and in the immediate vicinity of the impact. However, alternative compensatory mitigation identified in the Restoration Plan or within located elsewhere in the same reach or watershed that addresses limiting factors or identified critical needs for shoreline resource conservation may be authorized, <u>including appropriate actions identified in the Restoration Plan.</u></p> <p>d. Unless waived by the City, authorization of compensatory mitigation shall require...</p>	<p>The SMP requires the former per the mitigation sequence, and supports/encourages the implementation of the Restoration Plan (RP) as a non-regulatory companion to the SMP. However, a unique circumstance could potentially occur where an action identified in the RP may be just the right fit to meet a project’s mitigation requirement, and may be conducted as such. Otherwise, mitigation and restoration are separate.</p> <p>Ecology recommends revisions for added clarity.</p> <p>See also Required Changes to 4.3.2 in Attachment B.</p>
16.	4.5 Flood Hazard Reduction	<p>4.5.1 Applicability</p> <p>1. The provisions of this section <u>and the critical areas protections above</u> apply in addition to the regulations for frequently flooded areas in SMC 18.13 <u>and the floodplain management regulations in SMC 15.24, including reliance on the established FEMA FIRMs, as amended</u> and the critical areas protections above.</p>	<p>The existing text is acceptable as written. However in collaboration with City staff, Ecology recommends revision to add a soft reference to other applicable City regulations as a courtesy to the reader, and to help avoid confusion about use of the most current FIRMs. This way any future City updates to the maps adopted by the Flood Regulations will not require further revisions to the SMP. Sentence reorganization suggested for clarity/better phrasing.</p> <p>18.13.105 - Critical area—Frequently flooded areas.</p> <p>A. Classification and Designation. All lands identified in the Federal Emergency Management Agency (FEMA) FIRMs, as amended and approved by the city as being within Zone A, are designated as frequently flooded areas.</p> <p>B. Performance Standards. All development within designated frequently flooded areas shall comply with the city of Stevenson Floodplain Management Regulations, Chapter 15.24, as now or hereafter amended.</p> <p>15.24.040 - Basis for establishing the areas of special flood hazard.</p> <p>The areas of special flood hazard identified by the Federal Insurance Administration as Zone A as shown on the Flood Insurance Rate Map for City of Stevenson, WA, Community No. 530161 A, Panels 01-02, dated July 17, 1986 and Skamania County Washington, Community No. 530160, Panel 425, dated August 5, 1986, including any revisions thereto, and any revisions hereafter, are adopted by reference and declared to be a part of this chapter. The Flood Insurance Rate Map is on file at City Hall, 7121 East Loop Road, Stevenson, WA.</p>
17.	4.6 Public Access	<p>4.6.2 Policies</p> <p>5. New development should identify and preserve key shoreline views and avoid <u>obstructing</u> such views from public areas.</p>	<p>As written, the sentence is unclear – add missing word ‘obstructing’.</p> <p>In consultation with City staff, Ecology recommends revision for added clarity.</p>

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18.	4.6 Public Access	<p>4.6.3 Regulations ... 9.c. The City may require specific public access improvements (e.g., public viewing decks, etc.) as mitigation in lieu of more significant modifications to site and building design when the Planning Commission determines that <u>finds</u> such modifications would be an unreasonable financial burden on the applicant. 10. Where there is a conflict between water-dependent shoreline uses or physical public access and maintenance of views from public properties or substantial numbers of residences that cannot be resolved using the techniques in Regulation 9 above, the water-dependent uses and physical public access shall have priority, unless there is the Planning Commission finds <u>a compelling reason to the contrary.</u></p>	<p>Revisions suggested by City staff for clarity. Ecology supports these edits. See also Required Changes to 4.6.3 in Attachment B.</p>
19.	4.7 Water Quality & Non-Point Source Pollution	<p>4.7.3 Regulations 2. Design, construction and operation of shoreline uses and developments shall incorporate measures to protect and maintain surface and groundwater quantity and quality in accordance with all applicable laws, so that significant impacts to aesthetic qualities or recreational opportunities do not occur. A significant impact to aesthetics or recreation would occur if a stormwater facility and appurtenant accessory <u>structures</u> (e.g., fences or other features) have the potential to block or impair a view of shoreline waters from public land or from a substantial number of residences per RCW 90.58.320, or if water quality were visibly degraded so as to discourage normal uses (e.g., swimming, fishing, boating, viewing, etc.). ...</p>	<p>In collaboration with a City staff suggested edit to revise the term ‘appurtenance’, Ecology proposes using the term ‘accessory’ as more appropriate given that the term ‘appurtenance’ is related to single-family residential uses, per Chapter 7 Definitions. Most water quality threats to humans & wildlife are not ‘visible’ so any kind of degradation should be avoided, visible or not. Ecology recommends these revisions for accuracy & clarity.</p>
20.	5.1 Introduction	<p>The provisions in this chapter apply to specific uses and types of development that typically occurring in shoreline areas...</p>	<p>City staff suggested edits for clarity/phrasing. Ecology supports this edit.</p>
21.	5.4.3 Boating Facilities & Overwater Structures	<p>4. Regulations: ... f. Installation of boat waste disposal facilities... The locations of such facilities shall be considered on an individual basis in consultation with the state departments of Ecology, <u>Fish & Wildlife</u>, Health, <u>Natural Resources, and</u> Parks, and Washington State Department of Natural Resources (DNR) and WDFW, as necessary.</p>	<p>City staff suggested edits for clarity/improved phrasing. Ecology supports these edits. See also Required Changes to 5.4.3.4 in Attachment B.</p>
22.	5.4.4 Commercial & Industrial	<p>4. Regulations: ... b. Prior to approval of water-dependent uses, the Administrator <u>City</u> shall review a proposal for design, layout and operation of the use and shall make specific findings that the use qualifies as a water-dependent use.</p>	<p>City staff suggested edit for accuracy based on roles described at Chapter 2. Ecology supports this edit.</p>
23.	5.4.5 Forest Practices	<p>4. Regulations: ... d.vii. Log Storage. Log storage shall occur outside of shoreline jurisdiction whenever other areas are demonstrated to be feasible. Log storage may occur at industrial sawmill</p>	<p>City staff suggested edits for clarity/improved phrasing. Ecology supports these edits.</p>

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		operations at previously cleared and improved industrial sites for the purposes of shipment and storage for milling, provided that erosion and sediment control BMPs <u>are implemented</u> in compliance with the Stormwater Management Manual for Western Washington (2014 or as amended).	
24.	5.4.6 Institutional	<p>3. Policies: ... d. Institutional developments that <u>abutting</u> the water's edge should provide physical and/or visual public access to the shoreline consistent with SMP Section 4.6.</p> <p>4. Regulations a. Institutional uses shall be designed to prioritize uses such that water-dependent uses have preferred shoreline location, followed by water-enjoyment <u>related</u> and water enjoyment uses, with non-water-oriented uses having least priority. This includes, where feasible locating water-related uses landward of water-dependent and water enjoyment uses, and non-water-oriented uses landward of all water-oriented uses.</p>	<p>3.d - City staff suggested edits for improved grammar/phrasing. Ecology supports this edit.</p> <p>4.a - As written, the duplicate word appears to be a typo; water-related and water-enjoyment uses are often addressed together. In concurrence with a City staff suggested edit, Ecology recommends revision to correct the error.</p>
25.	5.4.7 Instream Structures	<p>1. Location Description. Stevenson's shorelines include a variety of i Instream structures include ing dams, irrigation facilities, hydroelectric facilities, utilities, and flood control facilities. Instream structures are important because they provide specific benefits to humans, but also can impact the environment by impeding fish migrations, disrupting waterbody substrate, and changing the flow of waters.</p>	<p>City staff suggested edits for clarity/phrasing. Ecology supports this edit.</p>
26.	5.4.10 Residential Development	<p>4. Regulations: d. Setbacks: New, expanded, or altered residential uses and development and appurtenant and accessory uses shall adhere to the setback standards in SMP Table 5-1. i. Minor Setback Adjustments, <u>Views Setback Consistency</u>. The Shoreline Administrator may approve a minor adjustment in setback standards for <u>a</u> single-family residential <u>primary structure uses</u>, up to a maximum of 10% provided that: 1. A single family dwelling exists on an adjacent property, and has a setback measurement that is closer than current requirements; 2. The adjustment area does not contain native vegetation; 3. Critical areas or buffers are not present, would not be impacted, or will be mitigated on site to achieve no net loss; and 4. The applicant demonstrates that reducing the setback using this approach would improve views from the proposed single-family residence <u>that would otherwise be obstructed by the adjacent home. This setback adjustment is intended to provide equitable treatment between properties but does not guarantee equal or equivalent views.</u></p>	<p>i - The sub-title indicates the setback reduction is intended to provide consistent setbacks for adjacent homes, but the criteria show it's about protecting views so it's more accurate for the sub-title to better reflect the intent. Neither the SMA nor Guidelines promise parity for the sake of 'fairness' alone. However, a limited allowance to provide prescriptive relief from an obstructed view is an acceptable approach often called a 'common line' setback/buffer. As written, this setback reduction would allow any 'SFR use' to locate closer, rather than only the primary structure; views from appurtenant or accessory structures should not qualify for setback reduction. Implementing this provision too broadly could affect cumulative impacts and achieving NNL.</p> <p>i.4 - Relief from view obstruction seems to be the intent not allowing a home to locate closer than the standard setback just to get a better view. See also our SMP Handbook Chapter 11 (page 31) that notes:</p>

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			<p><i>The SMP should state that providing equitable treatment for the property owner does not mean necessarily providing an equal or equivalent view.</i></p> <p>Ecology recommends revisions for clarification to avoid overly-broad implementation of this provision to ensure NNL.</p> <p>See also Required Changes to 5.4.10 in Attachment B.</p>
27.	5.4.10 Residential Development	<p>4. Regulations: g. Piers and Joint-use Docks. For <u>new</u> residential development of more than 2 sd dwellings occurring since the effective date of this SMP, single-user residential docks shall not be permitted. Joint-use moorages may be allowed for such development pursuant to SMP Section 5.4.3.</p>	<p>As written, this provision doesn't accurately reflect WAC 173-26-231(3)(b):</p> <p><i>Where new piers or docks are allowed, master programs should contain provisions to require new residential development of two or more dwellings to provide joint use or community dock facilities, when feasible, rather than allow individual docks for each residence.</i></p> <p>Ecology recommends revision for accuracy & clarity, consistent with WAC 173-26-231(3)(b).</p> <p>See also Required Changes to 5.4.10 in Attachment B.</p>
28.	5.4.11 Transportation & Parking Facilities	<p>3. Policies. b. When it is necessary to locate transportation facilities in shoreline areas, they should be located where routes will have the least impact to shoreline ecological functions, will not result in a net loss of shoreline ecological functions, and will not <u>adversely</u> impact existing or planned water-dependent uses adversely. ...</p>	<p>Revisions suggested by City staff for improved phrasing.</p> <p>Ecology supports these edits.</p> <p>See also Required Changes to 5.4.11 in Attachment B.</p>
29.	5.4.12 Utilities	<p>2. Applicability ... c. This section applies to actions related to utility facilities which do not qualify as normal repair and maintenance under SMP Section 2.5.</p> <p>3. Policies. ... b. Utility facilities should <u>be located within</u> existing transportation and utility rights-of-way, easements, or existing cleared areas to the greatest extent feasible.</p>	<p>2.c - This provision is internally inconsistent with SMP 2.5.1 Minor Project Authorizations (MPA) that specifically notes:</p> <ul style="list-style-type: none"> • “the project is not exempt from compliance with this SMP” and • “5. An exemption from the state’s SSDP process is not an exemption from compliance with the SMA (RCW 90.58), this SMP, or any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and provisions of this SMP and the SMA. Exemptions must still comply with no net loss of ecological functions, which may require mitigation even though the review activity is exempt from the state process. <p>3 - Revision suggested by City staff for improved grammar/phrasing.</p> <p>Ecology supports this edit.</p>
30.	7. Definitions	<p>As used in this SMP, the words below have the meaning given here unless the context clearly dictates otherwise. <u>The definitions and concepts set forth under RCW 90.58.030, WAC 173-26-020, WAC 173-20, WAC 173-22, and WAC 173-27-030 also apply, and in the event of conflict the established definitions of statute and rule shall prevail.</u></p>	<p>Ecology recommends revision to reference those terms defined by statute and rule as applicable even if not defined in the SMP, consistent with WAC 173-27-030(19).</p> <p>As related to this overall clarifying statement, City staff suggested a global change to add the specific RCW/WAC citation to each term listed that is defined by RCW 90.58.030, WAC</p>

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		[See also <i>Exhibit 1</i> , attached]	173-26-020, WAC 173-20, WAC 173-22, and WAC 173-27-030 as a cross reference within Chapter 7. City staff also suggested additional minor adjustments, revisions & deletions to many Chapter 7 definitions for improved grammar/phrasing, accuracy and clarity, and the addition of a few terms used in the SMP but unintentionally omitted. Ecology supports these non-substantive revisions, presented separately in the attached Exhibit 1 .
31.	7. Definitions	Upland Finfish Rearing Facilities – Those private facilities not located within waters of the state where finfish are hatched, fed, nurtured, held, maintained, or reared to reach the size of commercial market sale. This definition shall include fish hatcheries, rearing ponds, spawning channels, and other similarly constructed or fabricated facilities. (Upland finfish-rearing facilities are included in the SMA definition of agricultural <u>equipment and agricultural facilities activities</u> , not aquaculture [RCW 90.58.065]). Upland finfish and upland finfish rearing facilities are not defined in the SMA or implementing WAC.	As written this definition is inconsistent with RCW 90.58.065(2): <i>(c) "Agricultural equipment" and "agricultural facilities" includes, but is not limited to: (i) The following used in agricultural operations: Equipment; machinery; constructed shelters, buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal, conveyance, and use equipment and facilities including but not limited to pumps, pipes, tapes, canals, ditches, and drains; (ii) corridors and facilities for transporting personnel, livestock, and equipment to, from, and within agricultural lands; (iii) farm residences and associated equipment, lands, and facilities; and (iv) roadside stands and on-farm markets for marketing fruit or vegetables; and ...</i> Ecology recommends revision for accuracy and consistency with RCW 90.58.065.
32.	Appendix A – Shoreline Environment Designation Map	A.5 Boundary Interpretation 4. ... of not more than 50 feet beyond the district <u>SED</u> boundary line.	Revision suggested by City staff for improved grammar/phrasing. Ecology supports this edit.
33.	Appendix B – Amendment Log & Ecology Approval Letters	B.1 Record of Changes Changes made to the Stevenson Shoreline Master Program since its original adoption in <u>2018</u> are recorded in Table A.1 – SMP Amendment Log.	Revision suggested by City staff for accuracy. Ecology supports this edit.

As noted in Attachment C Item #30, the following 68 definitions are proposed for revision as detailed below:

Agricultural Activities – See WAC 173-26-020 – Definitions. Agricultural uses and practices including, but not limited to: Producing, breeding, or increasing agricultural products; rotating and changing agricultural crops; allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded; allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions; allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement; conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is no closer to the shoreline than the original facility; and maintaining agricultural lands under production or cultivation.

Agricultural Equipment and Agricultural Facilities – See WAC 173-26-020 – Definitions. A term including but not limited to: (a) the following used in agricultural operations: Equipment; machinery; constructed shelter, buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal, conveyance, and use equipment and facilities including, but not limited to pumps, pipes, tapes, canals, ditches, and drains; (b) corridors and facilities for transporting personnel, livestock, and equipment to, from, and within agricultural lands; (c) farm residences and associated equipment, lands, and facilities; and (d) roadside stands and on-farm markets for marketing fruit or vegetables.

Agricultural Land – See WAC 173-26-020 – Definitions. Those specific land areas on which agriculture activities are conducted.

Aquaculture – See WAC 173-26-020 – Definitions. The culture or farming of fish, shellfish, or other aquatic plants and animals. Aquaculture does not include upland finfish rearing facilities, which are considered agriculture. Aquaculture is dependent on the use of the water area and, when consistent with control of pollution and prevention of damage to the environment, is a preferred use of the water area. the harvest of wild geoduck associated with the state managed wildstock geoduck fishery.

Associated Wetland – See WAC 173-22-030 – Definitions. Those wetlands ~~that~~ which are in proximity to and either influence, or are influenced by tidal waters or a lake or stream subject to the SMA. Refer to RCW 90.58.030.

Average Grade Level – See WAC 173-27-030 – Definitions. The average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure: In the case of structures to be built over water, average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure.

Channel Migration Zone (CMZ) – See WAC 173-26-020 – Definitions. The area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.

Clearing – The destruction or removal of vegetation (e.g., ground cover, shrubs and trees); including but not limited to, root material removal and/or topsoil removal.

Commercial Use – A business use or activity involving retail or wholesale marketing of goods and services. (e.g., Examples of commercial uses include restaurants, offices, and retail shops, etc.).

Conditional Use – See WAC 173-27-030 – Definitions. A use, development, or substantial development which is classified as a conditional use or is not classified within this SMP. (WAC 173-27-030(4)).

Critical Areas – See SMC 18.13.010 – Definitions and WAC 173-26-020 – Definitions.

Development – See RCW 90.58.030 – Definitions and Concepts and WAC 173-27-030 – Definitions. A use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the SMA of the state subject to Chapter 90.58 RCW at any state of water level ~~(RCW 90.58.030(3d3a)).~~ "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

Ecological Function or Shoreline Function – See WAC 173-26-020 – Definitions. The work performed or the role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.

Ecosystem-wide Processes – See WAC 173-26-020 – Definitions. The suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

Fair Market Value – See WAC 173-27-030 – Definitions. The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. The fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials ~~(WAC 173-27-030(8)).~~

Feasible – See WAC 173-26-020 – Definitions. For the purpose of this SMP, that an action (e.g., a development project, mitigation, or preservation requirement, etc.) meets all of the following conditions: (a) the action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results; (b) the action provides a reasonable likelihood of achieving its intended purpose; and (c) the action does not physically preclude achieving the project's primary intended legal use. In cases where this SMP requires certain actions ~~are required~~ unless they are infeasible, the burden of proving infeasibility is on the applicant. In determining an action's infeasibility, the City and State may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

Fill – See WAC 173-26-020 – Definitions. The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

Fish and Wildlife Habitat Conservation Areas – See SMC 18.13.010 – Definitions. ~~Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. These areas may also include locally important habitats and species. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.~~

Exhibit 1 to Ecology's Attachment C. Recommended Changes – City Staff Suggested Edits to Chapter 7 Definitions

Floating Home – ~~See WAC 173-26-020 – Definitions.~~ A single-family dwelling unit constructed on a float, that is moored, anchored, or otherwise secured in waters, and is not a vessel, even though it may be capable of being towed.

Flood or Flooding – ~~See SMC 18.13.010 – Definitions. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1. the overflow of inland or tidal waters; 2. the unusual and rapid accumulation or runoff of surface waters from any sources.~~

Floodplain or Flood Plain– ~~See WAC 173-22-030 – Definitions and WAC 173-26-020 – Definitions. An area term~~ synonymous with 100-year floodplain and means the land area susceptible to ~~being inundated by stream derived waters~~ with a 1 percent chance of being equaled or exceeded in any given year. The limits of this area ~~are is~~ based on flood regulation ordinance maps or a reasonable method ~~that which~~ meets the objectives of the SMA ~~(WAC 173-26-020).~~

Gangway – A walkway that connects a pier to a dock; ~~often~~ often used in areas where the water level changes because of tidal or seasonal variations.

Garden – An area devoted to the cultivation of soil or production of crops in a manner incidental and subordinate to the principal use of the property. ~~Examples include (e.g., private residential gardens, community gardens, and or pea patches associated with a public park, etc.).~~

Geologically Hazardous Areas – ~~See SMC 18.13.010 – Definitions. Areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events (as designated by WAC 365-190-080(4)) may not be suited to development consistent with public health, safety or environmental standards. Types of geologically hazardous areas include erosion, landslide, seismic, volcanic hazards, and mine.~~

Geotechnical Report or Geotechnical Analysis – ~~See WAC 173-26-020 – Definitions.~~ A scientific study or evaluation conducted by a qualified expert that includes a description of the ground and surface hydrology and geology, the affected land form and its susceptibility to mass wasting, erosion, and other geologic hazards or processes, conclusions and recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site-specific and cumulative geological and hydrological impacts of the proposed development, including the potential adverse impacts to adjacent and down-current properties. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified professional engineers or geologists who have professional expertise about the regional and local shoreline geology and processes.

Grading – ~~See WAC 173-26-020 – Definitions.~~ The movement or redistribution of the soil, sand, rock, gravel, sediment or other material on a site in a manner that alters the natural contour of the land.

Height – ~~See WAC 173-27-030 – Definitions. A measurement from average grade level to the highest point of a structure: Provided, That television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines; Provided further, That temporary construction equipment is excluded in this calculation.~~

May – ~~See WAC 173-26-020 – Definitions.~~ The action is acceptable, provided it conforms to the provisions of this SMP.

Modification or Shoreline Modification – ~~See WAC 173-26-020 – Definitions.~~ Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element (e.g., dike, breakwater, pier, weir, dredged basin, fill, bulkhead, ~~or~~ other shoreline structure, etc.) or other actions (e.g., clearing, grading, application of chemicals, etc.).

Exhibit 1 to Ecology's Attachment C. Recommended Changes – City Staff Suggested Edits to Chapter 7 Definitions

Mooring Buoy – A floating object anchored to the bottom of a waterbody ~~that to~~ provides tie up capabilities for boats or watercraft.

Must – See WAC 173-26-020 – Definitions. A mandate; the action is required.

Native– See SMC 18.13.010 – Definitions.

Natural or Existing Topography – See WAC 173-27-030 – Definitions. The topography of the lot, parcel, or tract of real property immediately prior to any site preparation or grading, including excavation or filling.

Nonwater-Oriented Use – See WAC 173-26-020 – Definitions. Those uses that are not water-dependended, water-related, or water enjoyment. Examples include professional offices, automobile sales or repair shops, mini-storage facilities, multifamily residential development, department stores and gas stations.

Oregon White Oak Woodland – A priority habitat involving stands of pure oak or oak/conifer associations where canopy coverage of the oak component of the stand is 25 percent; or where total canopy coverage of the stand is less than 25 percent, but oak accounts for at least 50 percent of the canopy coverage present. The latter is often referred to as an oak savanna. ~~East of the Cascades, priority oak habitat is stands 5 acres in size. In urban or urbanizing areas, single oaks, or stands of oaks less than 1 acre, may also be considered priority habitat when found to be particularly valuable to fish and wildlife (i.e., they contain many cavities, have a large diameter at breast height [DBH], are used by priority species, or have a large canopy).~~

Ordinary High Water Mark or OHWM – See RCW 90.58.030 – Definitions and Concepts and WAC 173-22-030 – Definitions. That mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition existed on June 1, 1971, as it may have naturally changed thereafter, or as it may change thereafter in accordance with permits issued by a local government or Ecology: provided that in any area where the OHWM cannot be found, the OHWM adjoining salt water shall be the line of mean higher high tide and the OHWM adjoining fresh water shall be the line of mean high water.

Pier – An overwater structure ~~that~~ adjoining the shoreline built on a fixed platform to provide access and a landing or moorage place for commercial, industrial and pleasure watercraft.

Priority Habitat – See WAC 173-26-020 – Definitions. A hHabitat types or elements with unique or significant value to one or more species. An area classified and mapped as priority habitat must have one or more of the following attributes (a) comparatively high fish or wildlife density; (b) comparatively high fish or wildlife species diversity; (c) fish spawning habitat; (d) important wildlife habitat; (e) important fish or wildlife seasonal range; (f) important fish or wildlife movement corridor; (g) rearing or foraging habitat; (h) important marine mammal haul-out; (i) refugia habitat; (j) limited availability; (k) high vulnerability to habitat alteration; (l) unique or dependent species; or (m) shellfish bed as classified by WDFW. A priority habitat may be described by a unique vegetation type or by a dominant plant species that is of primary importance to fish and wildlife (such as oak woodlands or eelgrass meadows). A priority habitat may also be described by a successional stage (such as, old growth and mature forests). Alternatively, a priority habitat may consist of a specific habitat element (such as a consolidated marine/estuarine shoreline, talus slopes, caves, snags) of key value to fish and wildlife. A priority habitat may contain priority and/or nonpriority fish and wildlife.

Priority Species – See WAC 173-26-020 – Definitions. Species requiring protective measures and/or management guidelines to ensure their persistence at genetically viable population levels. Priority species are those that meet any of the criteria listed in WAC 173-26.020(31).

Public Interest – See WAC 173-27-030 – Definitions. The interest shared by the citizens of the state or community at large in the affairs of government, or some interest by which their rights or liabilities are affected including, but not limited to, an effect on public property or on health, safety or general welfare resulting from a use or development.

Restoration, Restore, Restoration or Ecological Restoration – See WAC 173-26-020 – Definitions. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. ~~For the purposes of permitting, proposals for fish acclimation facilities are considered a form of restoration.~~ Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre- European settlement conditions.

River Delta – See WAC 173-22-030 – Definitions. Those lands formed as an aggradational feature by stratified clay, silt, sand and gravel deposited at the mouths of streams where they enter a quieter body of water. The upstream extent of a river delta is that limit where it no longer forms distributary channels.

Shall – See WAC 173-26-020 – Definitions. A mandate; the action ~~is required~~ must be done.

Shorelands or Shoreland Area – Those lands extending landward for 200 feet in all directions as measured on a horizontal plane from the OHWM; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of this chapter; the same to be designated as to location by Ecology. Optional areas allowed by RCW 90.58.030 are not included by the City.

Shoreline Habitat and Natural Systems Enhancement Projects – ~~these~~ Those activities proposed and conducted specifically for the primary purpose of establishing, restoring, or enhancing habitat for priority species in the shoreline.

Shoreline Stabilization – ~~actions~~ Actions taken to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes (e.g., current, flood, tides, wind, wave action, etc.). These actions include structural and non-structural methods.

Shoreline Stabilization, Nonstructural – Shoreline stabilization methods including building setbacks, relocation of the structure to be protected, ground water management, and/or planning and regulatory measures to avoid the need for structural stabilization.

Shoreline Stabilization, Structural – Shoreline stabilization methods ~~can be~~ including “hard” or “soft types. Hard structural stabilization measures refer to those with solid, hard surfaces, such as concrete bulkheads. These static structures are traditionally constructed of rock, concrete, wood, metal, or other materials that deflect, rather than absorb, wave energy. Soft structural measures rely on softer materials (e.g., vegetation, drift logs, gravel, etc.). They are intended to absorb wave energy, mimicking the function of a natural beach. Examples of soft and hard stabilization techniques are listed below.

Shorelines – See RCW 90.58.030 – Definitions and Concepts. All of the water areas of the state, including reservoirs and their associated shorelands, together with the lands underlying them, except those areas excluded under RCW 90.58.030(2)(d).

Shorelines of Statewide Significance – See RCW 90.58.030 – Definitions and Concepts. A select category of shorelines of the state, defined in RCW 90.58.030(2)(f), including larger lakes and rivers with higher flow.

Shorelines of the State – See RCW 90.58.030 – Definitions and Concepts. The total of all “shorelines” and “shorelines of statewide significance” within the state.

Significant Vegetation Removal – See WAC 173-26-020 – Definitions. The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation. The removal of invasive or noxious weeds does not constitute significant vegetation removal. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.

Soil Bioengineering – ~~An applied science that combines structure, biological and ecological concepts to construct living structures that stabilizes the soil to control erosion, sedimentation and flooding using live plant materials as a main structural component.~~

Stream – See SMC 18.13.010 – Definitions and WAC 173-22-030 – Definitions.

Structure – See WAC 173-27-030 – Definitions. A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

Substantial Development – See RCW 90.58.030 – Definitions and Concepts. Any development of which the total cost or fair market value exceeds \$7,047, or any development which materially interferes with the normal public use of the water or shorelines of the state. The dollar threshold established here is adjusted for inflation by OFM every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period, as defined by RCW 90.58.030(3)(e). Some activities shall not be considered substantial developments for the purpose of this SMP; see also SMP Chapter 2.

Substantially Degrade – See WAC 173-26-020 – Definitions. To cause significant ecological impact.

Transportation Facilities – Those structures and developments ~~that aiding~~ in land and water surface movement of people, goods, and services (e.g., They include roads, and highways, bridges, and causeways, bikeways, trails, and railroad facilities, etc.).

Utilities, Accessory – Utilities composed of small-scale distribution and collection facilities connected directly to development within the shoreline area: (e.g., Examples include local power, telephone, cable, gas, water, sewer, and stormwater service lines, etc.).

Utilities, Primary – Utilities comprising trunk lines or mains that serve neighborhoods, areas and cities: (e.g., Examples include solid waste handling and disposal sites, water transmission lines, sewage treatment facilities, sewage lift stations and mains, power generating or transmission facilities, gas storage and transmission facilities, and stormwater mains and regional facilities, etc.).

Variance – See WAC 173-27-030 – Definitions. A means to grant relief from way by which an adjustment is made in the application of the specific bulk, dimensional or performance standards set forth in this SMP and not a means to vary a use of a shoreline. ~~regulations of this title to a particular piece of property, which property, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same zone or vicinity and which adjustment remedies disparity in privileges. A variance is a form of special exception.~~

Vessel – See WAC 173-27-030 – Definitions. Ships, boats, barges, or any other floating craft which are designed and used for navigation and do not interfere with the normal public use of the water.

Exhibit 1 to Ecology's Attachment C. Recommended Changes – City Staff Suggested Edits to Chapter 7 Definitions

Water-Dependent Use – See WAC 173-26-020 – Definitions. A use or a portion of a use which cannot exist in ~~any other~~ location that is not adjacent to the water and which ~~and~~ is dependent on the water by reason of the intrinsic nature of its operations. Examples of water-dependent uses may include moorage structures (including those associated with residential properties), ship cargo terminal loading areas, ferry and passenger terminals, barge loading facilities, ship building and dry docking, marinas, aquaculture, float plane facilities and sewer outfalls.

Water-Enjoyment Use – See WAC 173-26-020 – Definitions. A recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

Water-Oriented Use – See WAC 173-26-020 – Definitions. ~~Any combination of use that is~~ water-dependent, water-related, ~~and/or water enjoyment~~ or a combination of such uses ~~and serves as an all-encompassing definition for priority uses under the SMA. Non-water-oriented serves to describe those uses which have little or no relationship to the shoreline and are not considered priority uses under the SMA. Examples include professional offices, automobile sales or repair shops, mini-storage facilities, multifamily residential development, department stores and gas stations.~~

Water Quality – See WAC 173-26-020 – Definitions. The physical characteristics of water within shoreline jurisdiction, including water quantity, hydrological, physical, chemical, aesthetic, recreation-related, and biological characteristics. Where used in this SMP, the term "water quality" refers only to development and uses regulated under this SMP and affecting water quantity, such as impermeable surfaces and stormwater handling practices. Water quality, for the purposes of this SMP, does not mean the withdrawal of ground water or diversion of surface water pursuant to RCW 90.03.250 through 90.03.340.

Water-Related Use – See WAC 173-26-020 – Definitions. A use or portion of a use which is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because: (a) The use has a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water; or (b) The use provides a necessary service supportive of the water-dependent uses and the proximity of the use to its customers makes its services less expensive and/or more convenient.

Wetlands or Wetland Areas – See SMC 18.13.010 – Definitions, RCW 90.58.030 – Definitions and Concepts, and WAC 173-22-030 – Definitions. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland in order to mitigate conversion of wetlands.

Public Comment Summary: City of Stevenson Locally Approved SMP

Ecology Public Comment Period: May 1 – June 3, 2019

Prepared by Michelle McConnell, WA Dept. of Ecology; June 14, 2019

Reviewed by the Stevenson Planning Commission/Shoreline Advisory Committee on July 8, 2019

Completed by Ben Shumaker, Stevenson Community Development Director on July 29, 2019

Comment Number	SMP Topic / Section	Commenter	Comment – Summarized*	Local Government Response & Rationale
1	Inventory & Characterization Report (ICR)	WA Department of Natural Resources - H. Flores (WDNR)	Recent EPA findings indicate that Rock Creek is a Columbia River tributary that provides cold-water refuge important to steelhead salmon and other species. The City should consider this information and establish additional protections, as necessary, to maintain its ecological functions.	<p>The City reviewed this comment from WDNR, contacted the EPA project lead, and considered inclusion of the project’s findings in the ICR, RP, and SMP. The EPA’s final report on this project is anticipated in late 2019. Its findings were, and remain, unavailable for full inclusion in the City’s program. The City recommends the following:</p> <p>ICR – The City is prepared to amend the ICR based on the new knowledge of the Rock Creek cold water refuge. If amendment is required by Ecology, the changes highlighted in yellow are recommended by the City.</p> <p>RP – Because the project’s final report is not yet available, new restoration projects have not been identified and are not ready for inclusion in the RP. No changes are recommended.</p> <p>SMP – Because the project’s final report is not yet available, new regulatory protections for Rock Creek’s cold waters have not been identified and are not ready for inclusion in the SMP. The City will continue to rely on the system of Shoreline Environment Designations with differential allowances and setbacks (SMP Chapter 3 and SMP Table 5.1), the water quality requirements related to “no net loss of ecological functions (e.g., SMP Section 4.7), and the vegetation removal/mitigation standards (SMP Section 6.4.1 and SMP Table 6.2) to provide protections for the Rock Creek cold water refuge. No changes are recommended.</p> <p>Attachments related to this response include:</p> <p>1 – City/EPA correspondence 2 – Potential changes to ICR</p>

*See original comment letter for complete verbiage.

Ben Shumaker

From: Palmer, John
Sent: Thursday, June 20, 2019 12:40 PM
To: Ben Shumaker
Cc: Wu, Jennifer
Subject: RE: Rock Creek CWR & City of Stevenson
Attachments: EPAR10_11012018_Memo_23_CWR_Areas_Upstream_Extent.pdf; EPAR10_11012018_Memo CWR Volume of 23 Tributaries.pdf

Hi Ben,

Thank you for your email. We really appreciate your input on Rock Creek. We also think linking the Rock Creek CWR function into the City's shoreline management program is an excellent idea. Our plan is to officially release the draft plan for public comment in September. What I can pass on is that Rock Creek is one of the 23 CWR we have identified in the Lower Columbia River. I've attached two technical memo's that address Rock Creek that may be of interest. The first is our estimate of the upper extent of the river that steelhead likely would use as CWR. The second, is a listing of the 23 CWR tributaries and associated estimated CWR volumes. Steelhead use of Rock Creek is suspected but not well documented (I seem to recall some documentation but I can't recall off top of my head). Due to its small size, Chinook use is probably unlikely or very limited.

Our draft plan will include brief watershed assessments of the 12 primary CWR and two others (Umatilla and 15-mile creek) and recommended actions within those watersheds. Due to time limitations, we do not assess the other non-primary CWR, including Rock Creek. However, we will state that the recommended actions that are generally applicable for the 14 watersheds also can apply to the non-primary CWR such as Rock Creek. We will be addressing sediment deposition at the mouths of the CWR. There is concern that sediment deposition is limiting the access to the cold water and limiting the CWR function. So we will be recommending feasibility studies be conducted for the removal of sediment in some CWR areas.

I hope this is helpful. The information you provided on Rock Creek is very helpful to us. Since we are not doing assessments of the non-primary CWRs, including Rock Creek, we may not include the info into the plan directly, but it's very helpful information and may help us develop general recommendations for the non-primary CWR areas and adds more support for sediment removal in general.

Thanks,
John

From: Ben Shumaker <ben@ci.stevenson.wa.us>
Sent: Wednesday, June 19, 2019 3:38 PM
To: Palmer, John <Palmer.John@epa.gov>
Subject: Rock Creek CWR & City of Stevenson

Hi John-

To follow up on my phone message from earlier today, the City of Stevenson is in the final stages of wrapping up a comprehensive update to our state-required Shoreline Management Program. As part of this process, Hugo Flores with the State Department of Natural Resources informed us of your Cold Water Refuges Project and the article you wrote

for the October 15, 2017 issue of *The Water Report*. It's fascinating! I was particularly struck by the individual fish's journey tracked by the University of Idaho. Similarly, I was amazed about how easily environmental conditions—such as the CWR at Drano Lake—explain human behavior—i.e., the abundance of fishermen there.

Other than the plaudits, I'm reaching out to you for 3 reasons.

1. Mr. Flores is requesting that we acknowledge Rock Creek's and Rock Cove's functions as CWRs and that we adopt appropriate protections for those functions. Incorporating the information on the temperature variations is easily done, but I am hopeful that you might be able to provide some advanced information on the range of protections that will be included in your upcoming plan. If you are unable to do that, then potentially you could offer some guidance to validate our approach. As that approach relates to temperature regulation, we are primarily concerned with 1) the amount and character of urban runoff, 2) the amount and character of riparian vegetation, and 3) the proximity of buildings to the water's edge. For the runoff, we are relying on the State Department of Ecology's *Stormwater Management Manual for Western Washington*. For shoreline vegetation, we rely on a mitigation sequence (avoid, minimize, compensate, monitor, etc.). When removal can't be avoided, the attached table provides mitigation actions/ratios. We also ask developments to "prioritize south and west banks of waterbodies to provide shade" when selecting the mitigation planting area. For building proximity, we have a differentiated system of setbacks that depends on whether the proposal requires a location near the water and the current and future character of the reach where it's located.
2. Our state requirements include the development of a restoration plan identifying how we can improve ecological functions. Because the CWR designation/program is new to us here, our Restoration Plan is silent on any potential projects that could directly improve that function. If you've developed any specific restoration actions that apply to the Rock Creek CWR, and if you can share those actions in advance of the report's release, I would love to include them in our Shoreline Restoration Plan.
3. Finally, on the flip side of this, because you're still in the draft stage, I thought the attached information might help influence the final product. Specifically if there is nothing currently related to the Rock Creek CWR.

The 5 PDFs help tell Rock Creek's sedimentation story at the Columbia River confluence. That story involves a system overwhelmed with sediments as a result of continued ground instability associated with the geologically young Bonneville Landslide Complex. It is my opinion or maybe just my fear, that this stream is nowhere close to finding its steady state and the City will be forever confronted with the impacts and threats of landslides, aggradation, and flooding. The first pdf also tells how Rock Creek's story involves is exacerbated by the presence of the Bonneville Dam, which causes the sediments to drop out farther up in the Rock Creek stream system. The sedimentation reduces the system's Dredging these sediments is continually pushed as a local solution to this issue. Your article in *The Water Report* is silent on whether dredging would be considered an ecologically-based restoration action. I hope that your plan will address dredging as an approach that is ecologically appropriate for this overwhelmed eco-system. I also hope that landslide and/or streambank stabilization along Rock Creek can be added as an action that will reduce the amount of sediment that may otherwise be added to this sick system.

Appendix B in the 5th PDF and the State Department of Ecology information at this link <https://fortress.wa.gov/ecy/eap/flows/station.asp?sta=29A070#block4> provide some point-in-time data that may be helpful if the CWR model needs any calibration.

Thank you in advance for any assistance you can offer. Currently, I have a 45-day period to provide a City response to DNR's request. That period ends on July 29th, but I am hopeful that you will provide guidance in advance of our July 8th City Planning Commission meeting. A response by the beginning of July would be ideal.

Again, thank you,

BEN SHUMAKER

PLANNING DIRECTOR

CITY OF STEVENSON, WASHINGTON

(509) 427-5970

60 **3.1.3 Temperature Regulation**

Important to the lifecycle needs of fish and wildlife and the maintenance of other water quality functions, temperature regulation varies according to climate processes based on diurnal (daily) and annual cycles, but can also be heavily influenced by geologic processes (hot springs), shoreline morphology, and vegetative cover.

PROCESS FUNCTION INDICATORS	Geologic Processes, Climate Processes, Bonneville Dam Processes —Temperature Regulation— Riparian Vegetation, Impervious Surface Area, Urban Runoff, Permanently Protected Areas, 303(d) List, Floodplain Area
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65 The temperature regulation function is often considered impaired when shade-producing vegetative cover is removed from a shoreline or when point sources, hot springs, and/or urban runoff increase ambient stream temperatures and cold water refuges. The Columbia River, Rock Cove, and Rock Creek systems demonstrate higher than normal temperatures for shorelines of their type as indicated in Section 4. However a cold water
 70 refuge helps migrating salmonids at the mouth of Rock Creek.

3.2 Water Quantity Functions

Water quantity functions deal with the supply of water provided by climate and hydrological processes. Water quantity functions are valued because they moderate the distribution of the water supply over time. Reducing peak flood levels during high flows and maintaining streamflow and water availability during low
 75 flows.

Water storage occurs in depressional wetlands, lakes, floodplains, and in subsurface aquifers along or under shoreline systems. Water storage is valued as a shoreline ecological function because of its ability to regulate flows, maintain lifecycle needs for habitat, moderate flood risks to human life, and provide water for consumptive purposes.


PROCESS FUNCTION INDICATORS	Geologic Processes, Climate Processes, Hydrologic Processes, Bonneville Dam Processes —Water Storage & Flow Regulation— Riparian Vegetation, Impervious Surface Area, Urban Runoff, Permanently Protected Areas, Floodplain Area, Wetland Acreage
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80 Water storage and flow regulation functions vary greatly depending on the underlying geologic, and hydrologic processes and some areas are naturally unsuited for the storage of water. Areas with naturally permeable soils, connected floodplains and associated wetlands, and few impervious surfaces are considered well suited to water storage and flow regulation functions. Impairment occurs when these types of natural
 85 conditions are not present or are diminished. The Stevenson’s Rock Creek shoreline areas contains some complex stream bottom, plunge pit, and snags of large woody material (LWM), these shoreline reaches are largely ill-suited for water storage and flow regulation functions. The Bonneville Dam places a daily demand on the water storage functions of the Columbia River and Rock Cove shorelines. This process creates a well-functioning flow regulation, but partially impairs the interrelated water storage function of these shorelines as
 90 a result.

3.3 Habitat Functions


The rocks, soils, sediments, and waters of Stevenson’s shorelines host a number of terrestrial, aquatic, and amphibious plant and animal species. Some of these species attract flocks of visiting bird watchers, some are a boon for backyard naturalists, some spark the imagination of the city’s children, some are a veritable

310 protective agreements between the Port and the City. The remainder of the reach is privately owned and not subject to permanent conservation covenants.

 **Priority Habitat & Species-** A lacustrine littoral habitat at the outlet of Kanaka Creek borders this reach on the east and habitat supporting waterfowl concentrations borders the western edge. PHS species within this reach include the salmonids of the Columbia River, white sturgeon, and northern spotted owl. Monitored
315 non-PHS species within the reach include the ring-necked snake and sand roller. Some threat to aquatic habitat exists based on the spread of milfoil. The condition of these habitat and species types has not been evaluated, but their presence is a positive ecological indicator, and, like the other Columbia River reaches, justify a “Good” rating.

 **Wetland Acreage-** There is one wetland from the local inventory in this reach; it is adjacent to Cascade
320 Avenue, totals 0.21 acres, drains to the Columbia River, and is considered an associated wetland. The presence of this wetland is a positive ecological indicator and justifies the “Good” rating of this reach.

4.2.4 Altered Conditions

 **303(d) Listings-** The Columbia River within this reach has a Category 5 listing for temperature and through a 3-state memorandum of understanding the EPA is developing total maximum daily load (TMDL)
325 protocols to address the water quality deficiency. **As part of this effort, the EPA has identified cold water refuges (CWRs) within the system. The confluence of this reach with Rock Creek provides a minor CWR for migrating salmonids in high temperature months.** This reach is also subject to pollution from Dioxin as a Category 4A pollutant subject to a TMDL from the EPA. The Columbia is also a Category 2 water of concern for pH, PCBs, Chlordane, and 4,4'-DDE. The “Very Poor” rating results from these multiple listings.




 **Impervious Surface Area-** This reach is the most urbanized and the most degraded (“Very Poor”) in terms of impervious surfaces. The 7.7 ac of impervious land cover is the most of any reach, and the average coverage of this reach’s small lots is also greater than any other reach or the Stevenson’s overall shoreline jurisdiction.

Table 4.2-3 – Columbia River Reach 2 Impervious Surface Comparison

Impervious Surface Areas				
	Total Impervious Area	% Land Covered by Impervious Surfaces	Mean Impervious % of Developed Lots	Median Impervious % of Developed Lots
Reach	7.7 ac	21.9%	60.6%	74.8%
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

 **Overwater Roads & Structures-** The Port of Skamania County maintains 3 public overwater structures in this reach (denoted on Map 15 as E, F, and G). The Stevenson Landing pier at Russell Street at 3,500 sf is the biggest of these, and its flanking dolphins provide moorage for tourboats on the river. While some cosmetic upgrades have been proposed for Stevenson Landing, no structural or in-water work is currently being
340 considered. This reach also contains a number of old pilings, some of which are programmed for removal during the Port’s waterfront restoration project. Until that time, the reach will remain ranked as “Poor”.

 **Setbacks to OHWM-** Though more urbanized in terms of impervious surfaces close to the OHWM, this reach has surprisingly large setbacks for buildings. The “Good” rating is based on central tendencies for

been evaluated, but their presence is a positive ecological indicator, and, like the other Columbia River reaches, justify a "Good" rating.

485 **1 Wetland Acreage-** The "Fair" rating is applied as a placeholder to this reach which contains no mapped local inventory or NWI wetlands (Map 8).

4.3.4 Altered Conditions

490 **303(d) Listings-** The Columbia River within this reach has a Category 5 listing for temperature and through a 3-state memorandum of understanding the EPA is developing total maximum daily load (TMDL) protocols to address the water quality deficiency. **As part of this effort, the EPA has identified cold water refuges (CWRs) within the system. The confluence of this reach with Rock Creek provides a minor CWR for migrating salmonids in high temperature months.** This reach is also subject to pollution from Dioxin as a Category 4A pollutant subject to a TMDL from the EPA. The Columbia is also a Category 2 water of concern for pH, PCBs, Chlordane, and 4,4'-DDE. The "Very Poor" rating results from these multiple listings.

495 **2 Impervious Surface Area-** Large areas of the formerly industrial sites in this reach contain extensive impervious surfaces, which cover 6.6 ac in total. A comparison of developed lot coverage is not available for this reach or the Ashes Lake reach based on the aggregation of certain data used in the analysis. However, visual reconnaissance indicates that impervious coverage in this reach is similar to the Rock Cove reach and has been rated as "Poor".

Table 4.3-3 – Columbia River Reach 3 Impervious Surface Comparison

Impervious Surface Areas				
	Total Impervious Area	% Land Covered by Impervious Surfaces	Mean Impervious % of Developed Lots	Median Impervious % of Developed Lots
Reach	6.6 ac	19.3%	??	??
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

500 **1 Overwater Roads & Structures-** A private ~1,000 sf pier with a building (denoted on Map 15 as A) is located in the western portion of this reach. The aquatic area of the shoreline also includes a number of derelict pilings at various locations in this reach, including a high concentration east west of the former Co-Ply site. There are no overwater roads and this reach has been rated as "Fair".

505 **2 Setbacks to OHWM-** No properties in this reach have buildings in shoreline jurisdiction, but nearly half are developed with roads, paved or gravel parking areas and the railroad. This predesignated reach has the closest combined central tendencies for setbacks to the OHWM at 20 ft. The "Poor" rating of the reach reflects the proximity of structures to the OHWM and lack of buildings.

Table 4.3-4 – Columbia River Reach 3 Development Proximity to OHWM

620 **1 Wetland Acreage-** The “Fair” rating is applied as a placeholder to this reach which contains no mapped local inventory or NWI wetlands (Map 8).

4.4.4 Altered Conditions

625 **303(d) Listings-** The lower portion of this reach below Rock Creek Drive is subject to the same Category 5 temperature listing as the Columbia River. The EPA has not yet developed total maximum daily load (TMDL) protocols to address this water quality deficiency. **As part of this effort, the EPA has identified cold water refuges (CWRs) within the Columbia River system. The mouth of Rock provides a minor CWR for migrating salmonids in high temperature months.** This listing does not include the upper portion of the reach, and there are no other types of 303(d) listings occur within this reach.

630 **Impervious Surface Area-** This highly urbanized reach contains 6.6 ac of total impervious surfaces, which exist at a higher proportion than the overall shorelines reviewed in this report. However, individual developed lots have less impervious surfaces when compared to the shorelines of the entire Stevenson Urban Area. Impervious surfaces are concentrated near and south of the bridge at Rock Creek Drive. The reach has been rated “Poor”.

Table 4.4-2 – Rock Creek Reach 1 Impervious Surface Comparison


Impervious Surface Areas				
	Total Impervious Area	% Land Covered by Impervious Surfaces	Mean Impervious % of Developed Lots	Median Impervious % of Developed Lots
Reach	6.6 ac	15.1%	22.1%	17.3%
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

640 **Overwater Roads & Structures-** This “Very Poor” reach has the most overwater roads & structures in Stevenson’s shoreline jurisdiction. The Rock Creek Drive bridge, a pedestrian-only bridge and the SR 14 bridge are existing public structures. A deteriorating private deteriorating dock (denoted on Map 15 as D) is located on private property between SR 14 and the BNSF railroad. Additionally, the BNSF railroad bridge marks the southern extent of this reach. In total, these structures cover ~14,000 sf of the stream. The Rock Creek Drive and SR 14 bridges both have piers placed in the water. The City is seeking grant funding to replace the Rock Creek Drive bridge with a freespan structure. The BNSF bridge is proposed for replacement and preliminary designs indicate a removal of the bridgehead piers/revetments that constrict the channel under the bridge. The replacement project may also provide for the removal of some pilings and other dilapidated structures in the vicinity.





650 **Setbacks to OHWM-** Nearly half of the properties in this reach are developed in some fashion and most of the developed lots contain some type of building. The central tendencies for the location of these buildings combine to ~100 ft from the OHWM, and structures are typically located slightly closer. This reach is rated as “Good” and contrasts interestingly with the development setback trends of Rock Creek Reach 2 which has a lesser rating.

Table 4.4-3 – Rock Creek Reach 1 Development Proximity to OHWM



Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	40.4%	11 ft	93 ft	87 ft
Any Structure	47.4%	6 ft ⁶⁰	88 ft	77 ft

- 835  **Shoreline Stability-** A mix of natural shoreline and armored slopes are present in this reach, with the natural areas located primarily along the islands and the Columbia Gorge Interpretive Center property. The reach's soil types include Arents, Bonneville and Steever soils. Arents soils are composed of gravelly sandy loams. Bonneville soils are stony sandy loams. Steever soils are stony or gravelly clay loams. Arents and Steever soils both are Well Drained, and have Moderate availability of water storage. Bonneville soils are Somewhat Excessively Drained, have a Very Low availability of water storage, and a Slight erosion hazard.
- 840 The Rock Cove reach is rated as "Good" and has limited Geologic Hazards. The slopes greater than 25% present a Moderate Hazard as potentially unstable slopes (Map 5A). The greatest hazard in the reach is the High liquefaction potential of the railroad/highway berm if an earthquake were to occur.

4.6.3 Biological Environment

- 845  **Fish-Blocking Culverts-** There are no culverts identified on the WDFW inventory within this reach, however, local reconnaissance identified a culvert in the western portion of this reach for Foster Creek. The ability of fish to pass through this culvert is unknown. The presence of this culvert is all that prevents application of the "Excellent" rating.
- 850  **Permanently Protected Areas-** Between the Columbia Gorge Interpretive Center, Skamania County, and rights-of-way for the City's Rock Creek Drive and WSDOT's SR 14, the entire shoreline is stewarded by public or non-profit entities. These public and non-profit entities will ensure that a degree of responsible environmental protection during shoreline use and development within this "Good" rated reach; however, no areas in this reach are subject to permanent protective covenants or environmentally protective deed restrictions.
- 855  **Priority Habitat & Species-** The PHS priority habitat types within the reach support waterfowl concentrations and palustrine aquatic habitat. The PHS species within the reach include northern spotted owl, Canada goose, Chinook, steelhead, and resident and rainbow trout and coastal cutthroat. The only monitored non-PHS species within the reach is the ringneck snake. Some threat to aquatic habitat exists based on the spread of milfoil. This reach shares the "Good" rating with the Columbia River reaches which also serve several species and habitat purposes.
- 860  **Wetland Acreage-** A locally performed wetland inventory identifies a 0.03-acre wetland upland of Rock Creek Drive near the Ryan Allen Road intersection and a 0.27 acre emergent wetland on the upland side of Rock Creek Drive near the Rock Cove Assisted Living Facility. Neither is identified on the NWI maps (Map 8). The presence of these wetlands is a positive ecological indicator and justifies the "Good" rating of this reach.

4.6.4 Altered Conditions

- 865  **303(d) Listings-** This reach is subject to the same Category 5 temperature listing as the Columbia River. The EPA has not yet developed total maximum daily load (TMDL) protocols to address this water quality deficiency. As part of this effort, the EPA has identified cold water refuges (CWRs) within the Lower Columbia River system. Rock Cove is included as part of Rock Creek's minor CWR where migrating salmonids may rest during high temperature months. No other 303(d) listings occur within this reach.
- 870  **Impervious Surface Area-** A total of 5.7 ac of impervious areas are located in this reach which has a higher proportion of such surfaces than that of the overall jurisdiction characterized in this report. However,

Watershed Professionals Network & Mark Yinger Associates. 2002. *WRIA 29 Hydrology and Geology Assessment*. Prepared for Envirovision Corp. & WRIA 29 Planning Unit.

2.4 Bonneville Dam

Carriker, Robert C. 2001. "Ten Dollars a Song: Woody Guthrie Sells His Talent to the Bonneville Power Administration. *Columbia Magazine*. Spring 2001, 15(1), 32-36. Washington State Historical Society.

Carson Land Company. 1974. "Easement Deed, from Corporation, For and in Consideration of the Sum of Nine Thousand Four Hundred Fifty and no/100". Recorded in the Office of the Skamania County Auditor at Book 68 Page 54-57.

Daubenspeck, Frank et ux. 1936. "Flowage Easement," recorded in the Office of the Skamania County Auditor at Book Z. pp. 61-62.

Guthrie, Woody. 1936. "Roll On Columbia," Woody Guthrie Publications, Inc. & TRO-Ludlow Music, Inc. (BMI).

Interfluve, Inc. 2005. "Rock Creek Bridge—Stevenson, WA, Geomorphic Investigations," hydraulic modeling and photos prepared for Curt Vanderzanden, PE.

4.0 Reach Level Characterization

The JD White Company, Inc., KPFF Consulting Engineers, and E.D. Hovee & Associates. 1995. *Fatal flaw analysis for watercraft recreation sites*. Prepared for Skamania County. August 1995.

Palmer, John. 2017. "Cold Water Fish Refuges: EPA's Columbia River Cold Water Refuges Project." *The Water Report*, 164, 1-8.

Soliz, Cyndi. 2018. Teleconference with City Planning Director regarding presence of milfoil and other noxious weeds. February, 13, 2018.

United States Soil Conservation Service (USFS). 1990. *Soil Survey of Skamania County Area, Washington*. In cooperation with Washington State Department of Natural Resources and Washington State University Agriculture Research Center.

5.3 Projected Shoreline Use and Potential Use Conflicts

Shumaker, Ben. 2015. Teleconference with BergerABAM regarding shoreline uses and trends. June 2, 2015.

The JD White Company, Inc., KPFF Consulting Engineers, and E.D. Hovee & Associates. 1995. *Fatal flaw analysis for watercraft recreation sites*. Prepared for Skamania County. August 1995.

Appendix C Map Portfolio

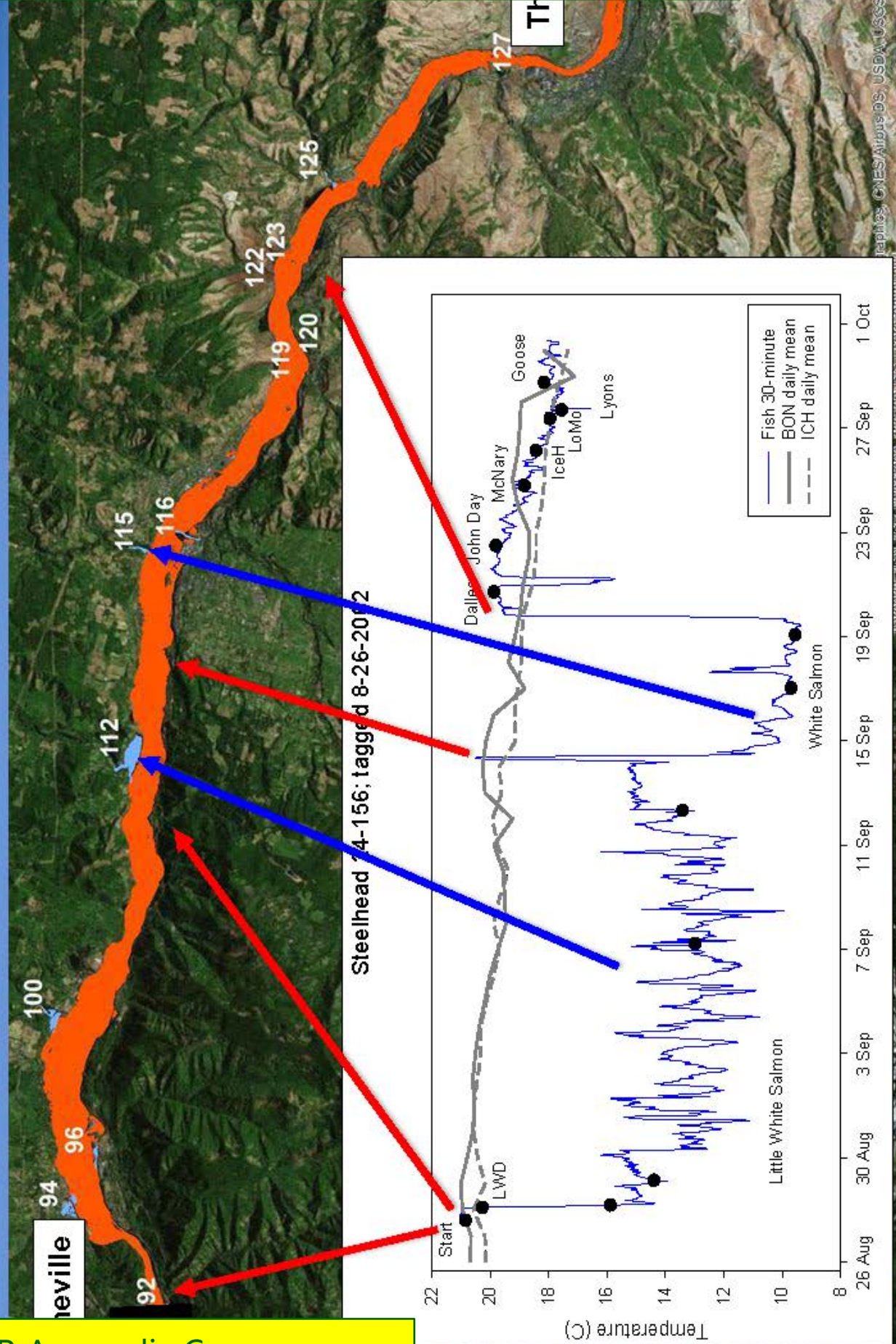
This appendix includes the following figures:

Reach-scale Attribute	Description	Map Number
Preliminary Shoreline Jurisdiction	Approximate extent of SMP jurisdiction (current), approximate extent of SMP jurisdiction (predesignation), approximate extent of landslide hazard areas considered for optional jurisdiction.	1
Physical Environment		
Land Cover	USGS gap analysis program (GAP) data showing forested, shrub-covered, grass-covered, non-vegetated, and water areas. Includes tabular summary of vegetation/land cover.	2
Soil	USGS Soil Survey Geographic Database (SSURGO) and US Forest Service data.	3
Contours	LiDAR-derived 10- and 100-foot contours provided by Skamania County GIS.	4
Liquefaction Hazards	Displays hazard categories for land movement during earthquakes.	5
Geologic Hazards	Stevenson Critical Areas Hazard Map showing potentially unstable slopes, landslide hazard areas, scarps, and unstable soils. Includes memo from PBS Engineering, 2007.	5A
Floodplains	FEMA FIRM, Zone A on Map 530161 A, Panels 01-02 (Red) and Map 530160, Panel 425 (Yellow).	6
Channel Migration Zones	Department of Ecology Map and coarse-scale analysis of likely Channel Migration Zones (CMZs) in Skamania County. Includes memo.	6A
Flowage Easements	Based on County easements records and shows vertical elevation of all flowage easements maintained by the Corps of Engineers for the Bonneville Dam Project.	6B
Biological Resources		
PHS Data	WDFW Priority Habitat and Species (PHS) Wildlife GIS data. Includes species list by reach.	7
Wetlands	USFWS National Wetlands Inventory and Stevenson Critical Areas Wetland Map showing potential wetlands as identified by JD White and Associates in 2007. Includes acreage of wetlands.	8
Cold Water Refuges	US EPA maps showing upstream extent and approximate location of the Rock Creek Cold Water Refuge.	8A
Land Use & Altered Conditions		
Existing Land Use	County parcel data using Department of Revenue (DOR) codes (derived and categorized from Skamania County Assessor's database).	9
Future Land Use	Map from 2013 Stevenson Comprehensive Plan designating areas for different types of residential and trade uses.	9A
Zoning	Map developed by Skamania County GIS using County and City maps.	10
Archeology/Historic Resources	Washington State Department of Archaeology and Historic Preservation (DAHP), includes publicly available information, excludes sensitive information.	14
Public Access		
Public Ownership	Public land includes all land owned by federal, state, or local government agencies. "Rights-of-way" were not classified as "Public". Areas not covered by parcel dataset (i.e., large portion of the Columbia River) were classified as "Public". Data for length and area in public ownership included and specific recreation areas also noted.	11
Restoration Opportunities		
Impervious Surfaces	County data was used to calculate impervious area (square feet) and linear distance of impervious surface (feet). Includes tabular data for impervious surface types.	12
Rooftops	County data on rooftops within shoreline area and measuring rooftop distance to OHWM. Includes tabular data for building number and size.	13
Shoreline Modifications	Aerial photo-derived data by Skamania County GIS. Includes tabular data on armoring length, island dimensions, and size of docks/piers.	15
Fish Passage Barriers	WDFW Fish Passage and Diversion Screening Inventory Database. Includes reports for identified barriers.	16

FIGURE 8A Rock Creek Cold Water Refuge

Steelhead use of CWR

Columbia River between Bonneville Dam and The Dalles



The upstream extent was set at a riffle 0.15 miles (0.24 km) upstream that constrains movement (depth of 0.8 meter or less), based on a site visit conducted on 8/17/17.



The upstream extent was set at the shallow channel above the pool north of WA-14, 0.13 miles (0.21 km) upstream from the confluence.

Wastewater Upgrades (1)

Project consists of designing and constructing upgrades to the wastewater treatment plant and collection system. More information can be found online at <http://ci.stevenson.wa.us/cleanwater/>.



Tetra Tech \$423k
CSI \$57k
Wallis Eng. \$2.7M
Crestline Const \$1.8M

WWTP Design 100%
Rock Creek Des. 100%
Cascade Des. 100%
Main D Des. 100%
Remaining LS Des 20%
Rock Creek Const. 0%
Cascade Const. 0%
Main D Const. 0%
WWTP Const. 0%

\$1.7M Spent to Date:

\$350k Sewer Plan
\$50k 2018 Sampling
\$58k Value Planning
\$67k Feas. Study
\$52k Imm. Imp.
\$6k Funding Apps.
\$1.1M Design

\$15.8M Future Budget:

\$800k Design Remaining
\$9.6M WWTP Const
\$300k Main D Exte.
\$5.1M Collection Sys.

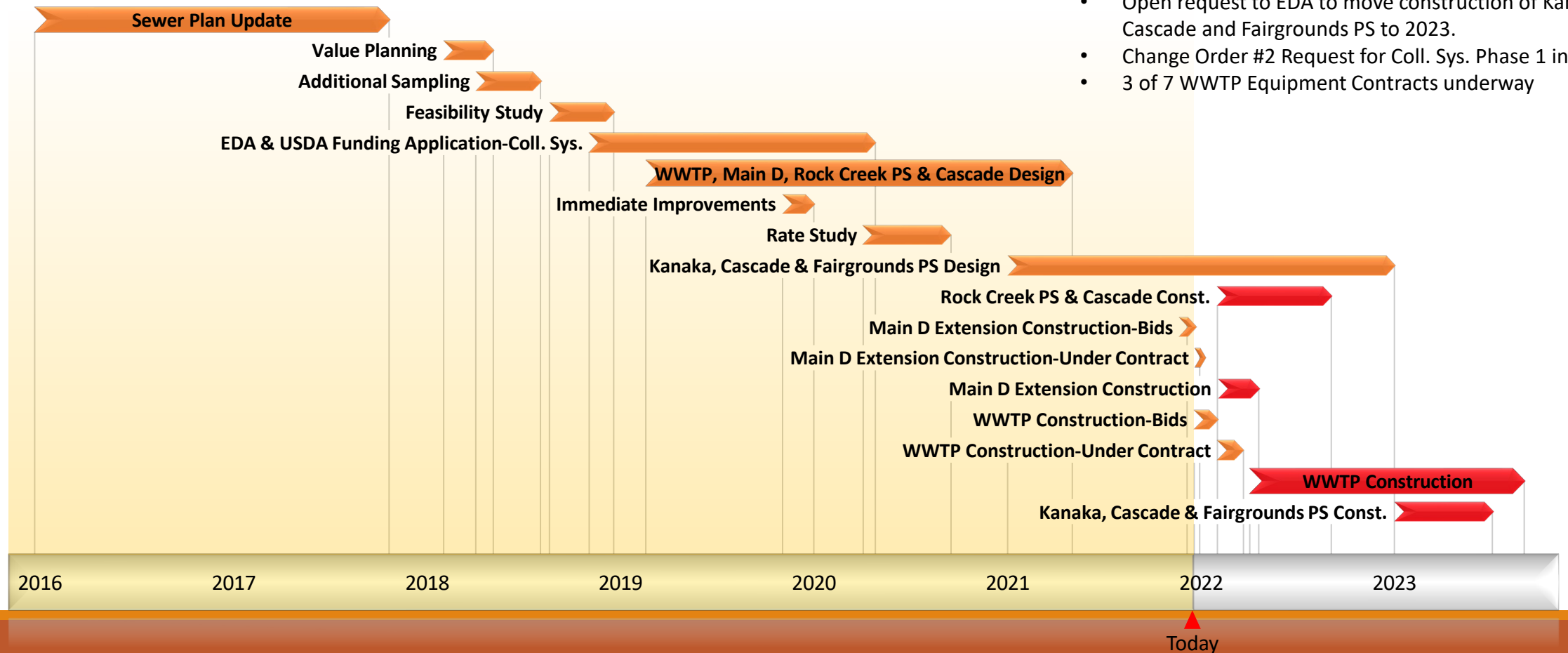
\$17.5M Approx. Total

\$50k CERB Grant
\$1.4M DOE Loan
\$575k DOE Forg. Loan
\$4M EDA Grant
\$873k USDA Loan
\$9.9M DOE Loan
\$660k Sewer Fund

Wastewater Upgrades Timeline (1)

Current Project Status:

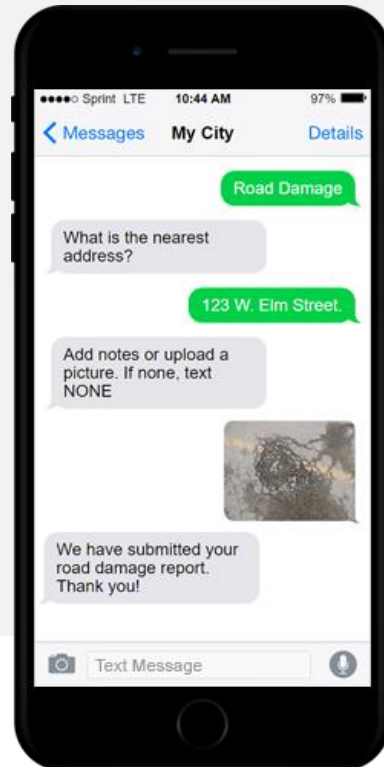
- Main D Extension Bids due February 16th at 2pm
- WWTP Bids due March 30th at 2pm
- Rock Creek LS and Cascade Interceptor construction will begin April 2022.
- Open request to EDA to move construction of Kanaka, Cascade and Fairgrounds PS to 2023.
- Change Order #2 Request for Coll. Sys. Phase 1 in process
- 3 of 7 WWTP Equipment Contracts underway



TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal



Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.

TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of two years. The agreement is set to automatically renew on the date of this agreement, after year two. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:

Stevenson
7121 E. Loop Road, Stevenson,, WA 98648, US
Leana Kinley (leana@ci.stevenshon.wa.us)

Prepared by:

Mark Mondragon & Collin Maki
Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 25,000 Text Messages per year • Additional text messages can be purchased for: (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000) 	\$3,000	Annual
Implementation/Setup Fee	\$1,200	One Time
Total (First Year):	\$4,200	First Year
Total (Ongoing):	\$3,000	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing was provided at the customer's request and is **good until January 21, 2022**.
5. Customer is required to provide copy of W-9

Agreement Confirmation

Implementation Team Information

Name: _____
Title: _____
Email: _____
Office Phone: _____
Cell Phone (Required): _____

Implementation Team Information

Name: _____
Title: _____
Email: _____
Office Phone: _____
Cell Phone (Required): _____

Billing Information

Billing Contact Name: _____
Title: _____
Email: _____
Office Phone: _____
Address: _____
(Please attach copy of W-9 or Tax Exemption form.)

Agreement Signature

Name: _____
Title: _____
Date: _____
Signature: _____

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):	_____
Email:	_____
Business Title:	_____
Job Position:	_____
Phone Number:	_____

Employee Name (2):	_____
Email:	_____
Business Title:	_____
Job Position:	_____
Phone Number:	_____

I confirm that my nominated authorized representatives agree to be contacted by Twilio.



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: Purchasing Policy
Meeting Date: February 17, 2022

Executive Summary:

The 2020 Performance Audit highlighted gaps in our procurement policy. The updated financial policy integrates recommended changes to the policy and incorporates changes to thresholds as adopted by both the federal and state governments.

Overview of Items:

Enclosed is a copy of the current policy, Resolution 227, and the proposed revision. A summary of some of the changes are listed below:

Purchasing Type	Old Limits	Revised Limits
General Procurement-Direct purchase	\$7,500	\$15,000
General Procurement-Informal (3 Quotes)	\$7,500-\$15,000	\$15,000-\$250,000
General Procurement-Formal	>\$15,000	>\$250,000
Public Works-Minimal	≤\$39,999	<\$10,000
Public Works-(Single Craft)	<\$40,000	<\$75,500
Public Works-(Multi Craft)	<\$60,000	<\$116,155
IT	\$7,500	\$15,000
All Services (excluding Architects & Engineers)	\$7,500	\$15,000
Architect & Engineers	All/\$0	\$250,000

The current practice is for any contract which spans the budget year to be approved by council, regardless of amount. This policy would authorize the Mayor, and as a designee the City Administrator, to sign contracts up to \$250,000 and approve all budgeted purchases without dollar limitation. Any purchases made and/or contracts executed over \$10,000 will be reported to council at the next regular meeting.

All grant applications and federal grant reimbursement requests must be signed by the Mayor, designees are not permitted.

Action Needed:

Approve resolution adopting the policy revisions as presented or with recommended changes.

**CITY OF STEVENSON
RESOLUTION NO. 2022-393**

**A RESOLUTION OF THE CITY OF STEVENSON REVISING THE PURCHASING
POLICY AND REPEALING RESOLUTION 227 IN ITS ENTIRETY**

WHEREAS, the City has in place a purchasing policy adopted by resolution 227 in 2009; and

WHEREAS, effective July 28, 2019, EESB 5418 increased the day labor and bid limits for code cities to \$75,500 (single craft) and \$116,155 (multiple craft) and increased the small works roster limit to \$350,000; and

WHEREAS, effective August 31, 2020, the micro-purchase threshold for federal contracts was increased to \$10,000 and the simplified acquisition threshold was increased to \$250,000; and

WHEREAS, the City Council finds repealing resolution 227 and adoption of a revised policy to be in the best interest the City.

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

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 17th day of February, 2022.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Exhibit A



City of Stevenson Comprehensive Procurement Policy

Approved by Resolution 2022-393

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I. PROCUREMENT POLICY SUMMARY TABLE

Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
Public Works					
Public Works – Minimal	<\$10,000			X	
Public Works-(Single)	<\$75,500		\$50,000	>\$50,000	
Public Works-(Multi)	<\$116,155		\$50,000	>\$50,000	
Limited PW Process (Part of SWR-min 3 quotes)	\$10,000-\$49,999		X		
Public Works-Small Works Roster (All or min 5 quotes)	\$50,000-\$349,999			\$250,000	>\$250,000
Public Works-Formal Bid Process	>\$350,000				X
Public Works-Formal (If not using Small Works Roster)	>\$75,500/>\$116,155			\$250,000	>\$250,000
Professional Services					
Professional Services (Architect & Engineer) RCW39.80	Qualification Based			\$250,000	>\$250,000
Non-Professional (Personal & Purchase of Services)					
Direct Selection/Negotiation	<\$15,000			X	
Informal (Min. 3 quotes)	\$15,000-\$250,000			X	
Formal Bidding- (not sealed) Request for Proposals	>\$250,000				X
Purchasing (Non-Public Works Related)					
Purchasing-Direct Purchase	<\$15,000	<\$5,000	X		
Purchasing-Informal (3 Quotes)	\$15,000-\$250,000		\$50,000	>\$50,000	
Purchasing-Formal -Request for Bids (sealed or not)	>\$250,000			X	
Council Reporting: All purchases made and/or contracts executed over \$10,000 and less than Council approval threshold must be reported to Council at their next regular Council Meeting through the Department Head Report or by other means.					
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, compliance with RCW 39.34 needs to be confirmed. Purchasing approval thresholds apply.					
Small Works Roster: May be used for public works projects less than \$350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There is no need to advertise projects or have public bid opening. Council awards contracts over \$250,000.					
Federal Funding: If any federal funds are used, including pass-through grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.					

II. OVERVIEW

Purpose: The purpose of this document is to implement the requirements of state and federal law regarding procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the City's policy to follow state requirements regarding the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

Controlling Laws: The expenditure of public funds for the purchase of, and contracting for, goods, services, supplies and materials, shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

Monitoring and Compliance: The department heads shall implement, monitor, and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the City Administrator for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline. See RCW 39.30.020.

Proper Authorization: Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods on behalf of the City without proper authorization may be personally liable to the vendor and the City, and subject to disciplinary action.

III. DEFINING THE NEED

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories of purchases include:

Public Works: (RCW 39.04)

Includes all work, construction, alteration, repair, or improvement, other than ordinary maintenance, executed at the cost of the City.

- Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction.
- Ordinary maintenance is not specifically defined in RCW 39.04 but is considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken.
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.

Materials, Supplies and Equipment

Materials, supplies, and equipment are considered tangible items which are manufactured and are moveable at the time of purchase. It is important to distinguish between materials, supplies and equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each.

Examples: Office supplies, off the shelf software, hardware, trucks, copy machines, auto parts, gravel, janitorial supplies.

Services

Services are the labor, time, or effort of a human being. Distinguishing between services and public works is also important as services may also have different bidding requirements. The City has four classifications of services:

- **Professional Services:**
Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing, or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgement and discretion.
Examples: accountants, attorneys, consultants, graphic artists.
- **Architectural and Engineering Services (A&E Services):**
These services are to be acquired under the authority and procedures outline in RCW 39.80.
Examples: Engineers, land surveyors, architects, and landscape architects.
- **General Services/Purchased Services:**
All other service-related work that is not considered a public work or professional service. Most often these are routine in nature (i.e., yearly, monthly, weekly, etc.)
Examples: Building maintenance, automotive services, and instructors.

- **Technology Systems and Services:**

Any technology hardware or software system purchase or maintenance agreement.

Examples: Computers, tablets, servers, annual licensing agreements, custom or off the shelf software, technology consulting.

Determining the Cost

Once a need has been defined, the estimated cost of the goods and/or services will determine what competitive selection process you will need to follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (but not engineering/architectural design fees, as all A&E must be selected based on qualifications before cost is negotiated).
- All phases of the project.
- Any internal permitting costs of the project.
- All applicable sales and use taxes.

The cost estimate should not include donated materials, labor supplies, etc.

IV. PURCHASING CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and the City of Stevenson.

To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- Actions of City employees will be impartial and fair.
- Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.
- Public employment shall not be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

V. PROHIBITED PRACTICES

- Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the City Administrator to be in the best interest of the City.
- Disclosure of Formal Bid Contents. Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City Officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall at once become null and void.
- Gratuities. Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise, or services of significant value by an official or employee of the City from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited.
- Employee-Owned Business. Generally, City goods or services shall not be obtained from businesses in which City officials, employees or their immediate family members have a majority ownership interest except as allowable by RCW 42.23.030.
- Sale of Materials and Supplies. The City shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall the City sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein.
- Conflict of Interest. An employee is not to participate directly or indirectly in a procurement when they are aware or know there is a conflict of interest.
- Solicitation of Donations. The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement.
- Bid Splitting. Issuing several orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining City wide usage (i.e., office supplies, laundry services, janitorial paper products, etc.)

All local governments in Washington are subject to the state's Conflicts of Interest statute (Chapter 42.23 RCW). Municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. RCW 42.23.020(2) define "municipal officer" broadly and means any city employee acting on behalf of the City. RCW 42.23.020(3) defines "contract" as including any contract, sale, lease, or purchase.

Violating these rules can bring serious penalties, including monetary fines, nullification of contracts, and forfeiture of employment. Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult with Legal Counsel.

VI. SIGNATURE AUTHORITY

Department Heads DO NOT have the authority to sign contracts. Only the Mayor, or the City Administrator, as authorized designee, have certain delegated authority to sign contracts. See Definitions Section to determine what constitutes a “Contract.”

The Mayor has ultimate signature authority for the City of Stevenson. As authorized designee, the City Administrator has authority to sign contracts, including Interlocal Agreements, up to \$250,000 and approve all budgeted purchases without dollar limitation.

VII. GRANT & FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200). See Federal Code of Conduct and Federal Award Standards sections for summary requirements.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

Please note that all grant applications, without limitation, must be signed by the Mayor. Additionally, all Federal grant reimbursement requests must be signed by the Mayor, designees are not permitted.

Prior to initiating any purchases or contracts with federal funds, the responsible administrator will document that the procurement complies with the requirements of RCW 57.08.050 and Uniform Guidance (note: the most restrictive procurement method will be used whether it be federal, state, or local law). A copy of the documentation shall be retained in the department files.

VIII. INSURANCE/LICENSES/PREVAILING WAGES

When hiring anybody to do anything for the City, there are FOUR requirements that need to be met.

A. **Certificates of Insurance:**

Before any contractor is allowed to work on City property (no matter the dollar amount of the work), contact the City Administrator to determine if a Certificate of Insurance is required. If required, the contractor must furnish the City with a Certificate of Insurance, naming the City of Stevenson as primary & noncontributory additional insureds with an additional attached endorsement.

Certificates of Insurance are a complex issue, so please contact the City Administrator to discuss Insurance Requirements and what the limits of coverage should be, according to how much risk is involved.

B. **Responsibility Criteria for Contractors:**

- Washington State Contractor's License/Federal Registration – It is unlawful for the City to hire anyone to do construction work on City property that does not have a valid State of Washington Contractor's License. You may look up a Contractor, Electrician or Plumber at the Labor and Industries website, <https://www.lni.wa.gov/>.
- Department of Revenue Business Records Database:
<https://secure.dor.wa.gov/gteunauth>
- Verify Workers' Comp Premium Status: <https://www.lni.wa.gov/>
- Check for debarment:

State of Washington

<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

Federal Contracts – Federal Debarment:

It is unlawful to hire any firm to do business with the City that is not registered and in good standing with the US Government. You can check the status of an entity to see if they have been debarred at <http://www.sam.gov/> . Print out the resulting page (even if no records were found) and file it with your paperwork for audit. Please contact the City Administrator if assistance is needed.

C. **City of Stevenson Business License**

A City of Stevenson Business License is also required for any business working inside the City limits meeting the threshold set forth in SMC 5.04.100(L). The vendor may contact the Department of Revenue at www.dor.wa.gov.

D. **Prevailing Wage Requirements**

Chapter 39.12 RCW is the **Washington State Public Works Act**, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public work and public service maintenance contracts, no matter what the dollar amount!

This Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices, and procedures meet the requirements of the law.

Owners/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

IX. INFORMATION TECHNOLOGY (IT)/CONTROLLED COMMODITIES

The purchasing of hardware, software, licensing, and technical services carries a set of unique requirements, risks, and challenges.

Types of technology (IT) purchases:

Purchase Type	Definition	Taxable
Hardware	Purchase of computer hardware components	Yes
Software-Off the Shelf w/Installation	Purchase of off-the-shelf software including installation. See RCW 39.04.270	Software-Yes Installation-No.
Software-Customized	Purchase of software with programming and customization. See RCW 39.04.270	No.
Annual Maintenance Agreements Hosted Software (SaaS)	Agreement to maintain City systems. IT services and software provided in a hosted, or cloud, environment	Yes Varies
Technical/Professional Services	Professional services in support of hardware, software, and networks	No

Telecommunications and Data Processing

When purchasing telecommunications and data processing (computer) equipment or software costing above \$15,000, the City may follow a “competitive negotiation” process as an alternative to the bid process. RCW 39.04.270(3) allows purchases through use of an alternative competitive negotiation process requiring at a minimum, the following steps:

- A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
- The RFP must identify significant evaluation factors, including price, and their relative importance.
- The City must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the City. The City may reject all proposals for good cause and request new proposals.

Technology Software & Services – Competitive Process

Technology Systems and Services Purchases include any technology hardware or software system purchase or maintenance agreement.

Hardware/Software Annual Maintenance Agreements

There are two types of annual maintenance agreements:

Sole Provider

When annual maintenance of a City system is performed by the sole proprietor, vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as standalone agreements (costs are not aggregated to the original purchase agreements).

If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together, because we would not be paying for the annual maintenance without the purchase of the software. The reference to the annual maintenance costs should be included in the Council Agenda when Council approval is required.

Multiple Providers

When there are multiple maintenance providers available for a particular system, and competition clearly exists for the services, a quote or RFP process may be required depending on the dollar amount.

SaaS (Software as a Service) and Hosted Software Agreements

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to the City in a hosted, or cloud environment, versus provided on the City's own computer infrastructure (e.g., servers and networks).

Because City data may be handled, accessed, or stored by the SaaS application provider, the security of this data is very important. It is imperative that the City's IT services provider be contacted prior to purchasing any SaaS product. In addition, these agreements may result in a long-term solution for the City and a competitive process may be required regardless of initial cost.

X. PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT

Unrelated to Services, A&E or Construction/Public Work

Only authorized purchases used to conduct City business, consistent with the City priorities and state and local laws that are within predetermined budgets are allowed.

THRESHOLDS - (per calendar year for one or more identical, similar or like items, and items used in conjunction with one another):

Purchasing		
\$-0- to \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	Staff may approve purchases up to \$1,000; Department Directors may approve purchases up to \$49,999.
\$15,000 to \$249,999	3 Documented Quotes <i>Phone quotes are acceptable up to \$50,000. Written quotes are required over \$50,000.</i>	Department Directors may approve purchases up to \$49,999; City Administrator/Mayor may approve all purchases.
Over \$250,000	Formal Bid or RFP <i>Sealed bids may be required over \$250,000.</i>	City Administrator/Mayor may approve purchases.
Council approves purchases through the expenditure authorization process. City Council pre-approval is not required for budgeted purchases at any dollar amount. Department Directors are required to notify City Council of all purchases made above \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

All dollar limits include freight, handling, and set-up cost, plus appropriate sales tax. If there will be a trade-in, the dollar limit is off the gross purchase, not the net purchase after trade-in.

Local Business Open Accounts: The City may establish open accounts at local businesses, and purchases on these accounts may be made only by authorized City employees.

A. HOW TO OBTAIN A VENDOR NUMBER

Vendor numbers are assigned through the City’s accounting software. Vendors must be in the system prior to making purchases. To create a new vendor, you must provide the Deputy Clerk-Treasurer I with the vendor’s completed W9. If the vendor is already in the system, is a City employee, council, or commission member, a W9 is not needed.

B. PAYMENTS

Specify where the vendor needs to send an invoice at the time of the order. Utilize the city’s mailing address or for electronic invoices, use the city’s specified “invoicing” email address. **All questions regarding payments should be directed to the Deputy Clerk-Treasurer I.**

CREDIT CARD PURCHASES:

- **All procurement policies still apply.**
- Cash advances are prohibited.
- Expenditures paid with a City credit card shall be made in the amount of the actual expenditures.
- The City Administrator or designee shall serve as the custodian of the City's credit cards.
- Employees not assigned a credit card and desiring to use a City credit card shall request the card through their Department Director. The Department Director shall request an additional account for the employee through the City Administrator.
- Any employee using the City's credit card to make a City purchase shall submit receipts for said purchase to the Deputy Clerk-Treasurer I the next business day that the employee is back in the office.
- **In no event shall the City's credit card be used for the acquisition of alcohol or personal goods or services of any kind.**

C. TRAVEL & REIMBURSEMENT POLICY: See Personnel Policy

D. PROCEDURE TO OBTAIN QUOTES (\$15,000 TO \$250,000):

Department personnel may obtain phone quotes up to \$50,000. Written quotes are required above \$50,000.

- Department contacts three vendors for quotations. Be sure technical information defines acceptable quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternative, **new quotes must be requested, using the alternate specifications.**
- The City will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- On-site demonstration or delivery of preview/trial merchandise does not constitute a purchase. Competition may still be required.
- Documentation Quotes: Obtain freight pricing (FOB Destination), if not indicated by vendor. Include vendor contact information in case we need to get a hold of them.
- Vendor selection is made based on the recommendation of the requesting department personnel, considering price, quality, and product availability.
- Quote documentation is attached to the invoices and filed for auditing and document retention.

E. PROCEDURE FOR FORMAL BIDS or RFPs – Over \$250,000:

Bids/RFPs are required whenever the cost of materials, supplies, equipment, or *ordinary* services exceeds \$250,000.

Responsibilities for the Bidding/RFP process are that of the Department. The responsibilities are as follows:

- Determine the need.

- Notify the City Administrator regarding any budget transfers to cover the funding.
- Create technical specifications, bid package, and check for legalities.
- Arrange pre-bid conference, if necessary, to invite contractors to discuss bid requirements.
- Advertise the Bid.
- Distribute bid packages to vendors and maintain accurate vendor records.
- *If Bids are sealed: Conduct bid opening with Deputy Clerk-Treasurer II.*
- *If no Sealed: Document bids and do not reveal the contents to other bidders until awarded.*
- Tabulate bids and verify responsiveness.
- **AWARD:** After bids have been opened, recommend award. Bid must be awarded for the most responsive bid from a responsible bidder. If recommendation for award is being made to anyone other than the low bidder, attach memo stating specific reasons why the low bid is not acceptable. RFPs are awarded to the vendor who scored the most points on predetermined criteria.

F. COOPERATIVE PURCHASING

Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option, we are, in essence, “piggybacking” off the original entity’s competitive process, thus eliminating the need to perform our own.

Examples include the Washington State Department of General Administration and the Department of Information Services (DIS), which both offer existing contracts for goods and services that the City may use. The City pays an annual fee to the state for the ability to piggyback off their contracts and encourages the use of these contracts whenever possible.

Other cooperating purchase options include, but are not limited to, Sourcewell (formally National Joint Powers Alliance (NJPA)), U.S. Communities, and Interlocal Agreements with other governmental agencies.

The Competitive Process

#	Task	Action
1	Confirm the City has a signed Cooperative Purchasing Agreement/Interlocal Agreement with the municipality or agency.	Work with the City Administrator. Execute agreement if necessary.
2	Review the cooperative contract/website for piggyback requirements.	Work with cooperative agent.
3	Contact vendor to verify if vendor will honor the cooperative organization’s contract pricing.	Obtain details regarding all aspects of purchasing including invoicing, availability, delivery, etc.
4	Contact vendor to place order.	Place order and process invoice for payment.
5	Compile all bid, award, contract documents and save electronically for future audit.	Documentation of compliance with State and City procurement policies.

Completing the Purchase

- State contracts include standard terms and conditions. When piggybacking off a state contract, all state contract terms and conditions apply.
- Occasionally, the City may opt to change the state's contract requirements which will require the City to use its own Goods & Services Contract identifying those requirements that are unique to the City's purchase.

Approval Process

The use of a cooperative purchase allows the City to utilize another entity's competitive process. It does not change the authorized levels for procurement and approvals. The procurement and approval process will be determined by the purchase type, as defined in this manual.

POOR PERFORMANCE? When things go wrong, do not remain silent! Remember to **DOCUMENT!!** Even if you have had on-going problems with a vendor, we will have a very hard time cancelling a contract or not awarding them a new contract unless we have proper documentation of the problem.

XI. PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES

Public Work is all work, construction, alteration, repair, maintenance, or improvement that the City has performed or contracted. It includes, but is not limited to:

- Demolition
- Remodeling
- Renovation
- Painting
- Road Construction
- Utilities Construction
- Offsite prefabrication of ducts, liners, and steel products for Public Work
- Production and delivery of gravel, rock, concrete, and asphalt (to a construction site)

Dollar thresholds of when competition is required are summarized below. It is the Department Head's responsibility to appoint who shall order work for their department on the City behalf under the respective quote limits.

THRESHOLDS FOR PUBLIC WORKS:

Public Works		
\$-0- TO \$9,999	Competition not required. Prevailing Wage and Insurance still required!	Awarded/Approved by Mayor or City Administrator
\$10,000 to \$49,999	Utilize "Limited Public Works" process as described in RCW 39.04.155 (3). (See procedure below)	Awarded/Approved by Mayor or City Administrator
\$50,000 to \$349,999	Utilize "Small Works Roster" process as described in RCW 39.04.155. <i>If not using SWR, formal competitive bidding is required for Single Craft over \$75,500, and for Multi Craft over \$116,155.</i>	Up to \$250,000 Awarded/Approved by Mayor or City Administrator; More than \$250,000 City Council must award/approve
Over \$350,000	Formal competitive bidding is required as described in RCW 39.04; 35.23.352	Awarded/Approved by City Council

A. CITY LABOR FORCE

The City may use Public Work employees to perform and execute all projects not exceeding one hundred sixteen thousand one hundred fifty-five dollars (\$116,155) if more than one craft trade is involved, or not exceeding seventy-five thousand five hundred dollars (\$75,500) if a single craft or trade is involved. These projects include equipment, supplies, and labor costs. All projects conducted with City Labor Force must be documented in a list format for future audit.

B. ON-CALL/UNIT PRICED CONTRACTS

On Call (Work Order) contracts (OC/WO Contracts) are bid and awarded without a specific public works project or scope of work in mind but are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on either a not to exceed time and materials basis or on a negotiated lump sum amount, using the unit prices bid by the contractor and the contractor proceeds to complete the work. Most typically, OC/WO Contracts are used for repair, renovation, and maintenance of public facilities, all of which are included in the definition of public works in RCW 39.04.010. These contracts are typically on an annual basis, with optional renewals (up to the maximum contract amount).

Bidding and approval thresholds apply toward the total “master” on-call contract amount. The City Administrator approves individual task/work orders up to \$250,000 with notification to City Council via the City Council Agenda Packet. Task/work orders exceeding \$250,000 must be approved by City Council.

- OC/WO Contracts should be limited to a total dollar amount over the life of the contract to an amount less than an agency’s bid limits when possible.
- Requests for bids under an OC/WC Contract should incorporate unit price and lump sum price bid items as much as practical.
- Award of an OC/WO Contract should be to a responsible contractor with the lowest total price based on the sum of the unit price and lump sum bid item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other public work requirements apply based on contract amount and on an individual task order basis.
- If the original unit/lump sum bid items will not cover the work to be accomplished, new line items may be added by change orders, or the work may be accomplished under a time and materials work order if the total contract amount will not be exceeded.

C. SMALL WORKS ROSTER

RCW 39.04 provides small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects below three hundred fifty thousand dollars (\$350,000).

The Small Works Roster maintained by the City, or the Municipal Research Services Center (MRSC), allows the City to evaluate the professional qualifications on file when a proposed project is scheduled. Use of the Small Works Roster allows the City to preclude the advertisement requirements of the formal competitive process.

Vendors/contractors selected from the Small Works Roster are not relieved from the City's contract requirements.

- For contracts \$250,000 - \$350,000: If the City solicits bids from less than all the contractors listed under the appropriate category on the small works roster, the City will notify the remaining contractors that quotations on the work are being sought. The City may notify the remaining contractors using any of the following options: publishing a notice in a legal newspaper in general circulation in the area where the work is to be done; mailing a notice; or sending a notice by facsimile or other electronic means.
- For contracts <\$250,000: Proposals will be solicited from a minimum of five (5) qualified contractors in a specific category on the small work roster. If the roster includes less than five (5) qualified contractors, then all contractors for the category will be solicited.
- For limited public works contracts < \$50,000: Electronic or written quotations will be solicited from a minimum of three (3) contractors on the small work roster.
- The contract must be awarded to the contractor submitting the lowest responsive quote.
- Contract award and purchases over two hundred fifty thousand dollars (\$250,000) requires approval and award of the City Council.

D. PROCEDURE FOR "LIMITED PUBLIC WORK" per RCW 39.04.155(3) - \$10,000 to \$49,999

For Limited Public Work (\$10,000 to \$49,999), contractors must be given a packet of information ahead of time with requirements about Responsive Bidder's Criteria, Prevailing Wage, Insurance, and some general protective clauses. (See Project Coordinator for Packet)

- Department utilizes the Small Works Roster to obtain vendor list.
- Department solicits at least three (3) informal bids (can notify all on roster).
- No advertisement required.
- Bid Bonds Optional.
- Payment/Performance Bonds can be waived.
- Retainage can be waived.
- Prevailing Wage Intents/Affidavits required.
- Insurance required.

E. PROCEDURE FOR COMPETITIVE BIDS – Over \$350,000 (Also applies to Single Craft projects over \$75,500 and Multiple Craft projects over \$116,155 if alternative SWR process is not used)

- Authorization Request. Request for authorization from City Administrator to call for bids is required except for items identified in the current approved budget. In special circumstances, the City Administrator may waive portions of the bid procedures.

- Publication of Notice. After authorization is received, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- Notice Contents. Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- Bid Submittal and Opening. Bids are submitted to the City Administrator, for date stamp and processing. Bid opening will be announced to the Mayor, City Administrator and department heads by the department head or designee responsible for the project.
- Award of Bid. Except as otherwise provided herein, the City shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases over two hundred fifty thousand dollars (\$250,000) require award by the City Council.
- Award to other than Low Bidder. When the bid award is not given to the lowest bidder, a statement of the reasons for not selecting the lowest bid shall be prepared by the department head responsible for the bid and submitted to the City Administrator and filed with the records relating to the transaction.
- Rejection of Bids. The City Administrator or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the City Administrator or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiated bid exceeds the current approved budget, the bid will be brought before the City Council for approval of award.
- Performance Bonds. On public works projects, a performance bond in an amount as determined necessary by the assigned responsible department head to protect the best interests of the City and to assure compliance of the contract.
- Retainage. RCW 60.28.011 requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to Department of Revenue ETA 3024.2013, as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.
- Retainage Bonds. Instead of having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead of covering any or all of the amount. Retainage Bonds are recommended for City of Stevenson projects.

F. DEPARTMENT RESPONSIBILITIES TO ENSURE PREVAILING WAGE LAW IS FOLLOWED:

- **Prior to getting an estimate or a Quote** – Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the

Department of Labor and Industries. The list can also be obtained online at www.lni.wa.gov/TradesLicensing/default.asp

- **After a Vendor has been selected** – The vendor is required to file a “Statement of Intent to Pay Prevailing Wages” with the Department of Labor and Industries PRIOR TO STARTING WORK. Most vendors file online at <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work>

There is a fee that the Vendor will have to pay L&I, and the completed Intents are also available online. Note: The vendor must insert the City Contract number in the contract number box on the Statement form.

- **After the work is completed** – The vendor must also file an “Affidavit of Wages Paid” with the Department of Labor and Industries. There is another fee that the Vendor will have to pay to L&I (L&I has waived this for work <\$750), and completed Affidavits are also available online. Note: The vendor must insert the City Contract number in the contract number box on the Statement form.

Final Payment must not be released until certified intents and affidavits have been received, and for contracts over \$50,000, Notice of Project Completion has been submitted to DOR, ESD and L&I through Secure Access Washington and releases have been received from all three agencies.

G. **CHANGE ORDERS**

A purchaser’s written authority to the supplier to modify or to add to a purchase/project. Change orders are created by the Department/Project designee.

The City Administrator may authorize individual change order increases up to 20% or \$250,000, whichever is less, over the amount of the originally approved contract. Change order must not increase total contract amount to more than the approved budget without Council approval. Change orders more than 20%/\$250,000, and/or those that cause the project to go over the budgeted amount, must receive pre-approval from City Council. Should a change order be required in the field, the Public Works staff acting as project manager may authorize the change if necessary. It must then be dually signed by the City Administrator in a timely manner. If the change order would cause the contract to go over budget or is more than a 20%/\$250,000 increase, the request must be pre-approved by Council and an amended contract may be necessary.

H. **FINAL PROJECT ACCEPTANCE**

The City Administrator is authorized to formally accept all projects as Final. The City Administrator may discretionarily defer any final project acceptance to City Council for approval.

XII. PURCHASE OF ARCHITECT AND ENGINEERING SERVICES

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price (see RCW 39.80.050). The City will negotiate a contract with the most qualified firm at a price which the City determines is fair and reasonable. In making its determination, the City shall consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations shall be terminated, and the City shall begin negotiations with the next highest quality firm. These services are to be acquired under the authority and procedures outlined in chapter RCW 39.80. Procedures set forth in RCW 39.80 shall be followed for contracts for architectural and engineering services.

The City may use MRSC Consultant Roster, or establish its own roster, for architectural, engineering, and surveying services.

THRESHOLDS FOR ARCHITECT AND ENGINEERING SERVICES:

Architect and Engineering Services	
\$-0- to \$250,000	Awarded/Approved by Mayor or City Administrator
Over \$250,000	Awarded/Approved by City Council

XIII. PURCHASE OF ORDINARY OR “PURCHASED” SERVICES

“Ordinary/Purchased Services” are those provided by vendors for routine, necessary and continuing functions of a local agency, mostly relating to physical activities. **There are many ordinary services that require prevailing wages – Check with L&I.**

Repetitive, routine, or mechanical in nature – following established or standardized procedures

- Contribute to day-to-day business operations
- Completion of assigned and specific tasks,
- Decision-making is routine or perfunctory in nature.
- May require payment of prevailing wages

Examples include:

- Delivery/courier service
- Building maintenance (janitorial)
- Landscaping
- Herbicide application service
- Vehicle inspection, lubricating and repair services
- HVAC system maintenance service (without repair)

THRESHOLDS FOR ORDINARY OR “PURCHASED” SERVICES:

PURCHASE OF ORDINARY OR “PURCHASED” SERVICES		
\$-0- TO \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$250,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$250,000	Formal RFP - May be Sealed or Not -	City Council award and approve
Department Directors are <u>required</u> to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XIV. PURCHASE OF PROFESSIONAL SERVICES

“Professional Service Contract” means an agreement with an independent contractor for providing professional services to the City.

There is not a state law requiring competition when procuring Professional Service Contracts, however it is at the City Council’s discretion. On-call contracting may be used for all types of professional services. A minimum of three quotes should be solicited for Professional Services estimated between \$15,000 and \$250,000. An RFP/RFQ process is required when the total cost in a calendar years’ time exceeds \$250,000. The City may use MRSC Consultant Roster, or its own roster, for professional services.

The City Attorney must review, and the City Administrator or Mayor must sign all Professional Services Contracts, regardless of dollar amount in accordance with the previously stated authorization levels set forth below.

Examples include:

- Legal Services
- Management Consulting
- Accounting and Auditing
- Real Estate Broker

THRESHOLDS FOR PROFESSIONAL SERVICES:

PURCHASE OF PROFESSIONAL SERVICES		
\$-0- TO \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$250,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$250,000	Formal RFP - May be Sealed or Not -	City Council award and approve
Department Directors are <u>required</u> to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XV. PURCHASE OF PERSONAL SERVICES

A “Personal Service Contract” is an **employment contract** with an independent contractor for providing personal services to the City. Personal Service means hiring a consultant to provide professional or technical expertise to accomplish a specific study, project, task, or other work statement according to RCW 39.29.006.

A minimum of three quotes must be solicited for Professional Services estimated between \$15,000 and \$250,000. An RFQ/RFP process is required when the total cost in calendar years’ time exceeds \$250,000. The City may use MRSC Consultant Roster, or their own roster, for professional services.

The City Attorney must review, and the City Administrator or Mayor must sign all Personal Service Contracts, regardless of dollar amount in accordance with the Authorized levels set forth below.

Examples include:

- Artistic Designs
- Class Instructions

THRESHOLDS FOR PERSONAL SERVICES:

PURCHASE OF PERSONAL SERVICES		
\$-0- TO \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$250,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$250,000	Formal RFP - May be Sealed or Not -	City Council award and approve
Department Directors are <u>required</u> to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XVI. HOW TO LEASE

1. Bids are *not* required on equipment leases; however, the City Attorney must review, and the City Administrator must approve all equipment leases.
 - a. Legal Review – Send to City Attorney for review.
 - b. Fiscal Approval – Review proposals with the City Administrator prior to budgeting the expense. Lease-to-own purchases are to be budgeted and accounted for as if the total expense is to be incurred when the item is purchased.
 - c. Lease Approval – City Administrator must approve all Equipment Leases and may opt to send lease to Council for approval if they so desire.
2. A lease of property (equipment) with **option to purchase** that is valued at more than \$15,000 is subject to competitive bidding. See “purchasing” thresholds for bidding requirements.
3. Lease vs. Rent: Leasing is generally used for mid- to long-term contracts. Renting is usually a short-term solution that is more casual and can be approved by the Department Head.
4. Leases may be subject to Leasehold Excise Tax. See RCW Ch. 82.29A.

XVII. EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

- **Sole Source Vendor.** Purchases which, by their nature, are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the City, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quotes or bids, from a sole source vendor require prior approval of the City Administrator or designee. Follow procedures for declaring Sole Source.
- **Repair and Ordinary Maintenance.** Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of the City.
- **Purchasing Involving Special Facilities or Market Conditions.** The City Administrator may waive established bidding requirements if an opportunity arises to purchase favorably priced equipment at an auction or supplies or used goods that will be sold before the City can conduct the bid process when over bid thresholds. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approved by Council via Resolution.
- **Purchase of insurance or bonds.**
- **Surplus Property.** The City may acquire surplus property from another government without the use of bids (RCW 39.33.010) by agreement.
- **Interlocal Agreements in Letting of Contracts for Commodities or Services (Piggybacking).** RCW 39.34.030 permits governmental agencies to utilize other entities' contracts without going to bid. The following criteria must first be met:
 - There must be an Interlocal Agreement, approved by Council and/or Mayor, and signed by both parties, on file at the City.
 - It must be a current contract with interlocal language included.
 - It must have been advertised on the entity's web page and competitively bid.
 - The government entity, and the vendor, must be willing to share the contract pricing.
 - A complete copy of the contract must have been reviewed by the City Attorney.
 - Department will set up a bid file and track as if it were our own bid process.
- **Emergency Purchases.** In the event of an emergency, the City Council, City Administrator, or designee may declare an emergency exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the emergency. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.
- **Real Property.** Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of the City Council, the City Administrator may proceed to acquire real property through negotiation. Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in part or in whole with Federal Funds, such acquisition shall additionally comply with the Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

XVIII. HOW TO DECLARE A SOLE SOURCE (or Single Source)

On a case-by-case basis, the bid or quote requirement may be waived, and a sole/single source purchase approved, in accordance with RCW 39.04.280. There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up.

Authority to Approve Sole/Single Source Purchases	
City Administrator or Mayor	\$15,000 to \$250,000
City Council	Over \$250,000

A sole source is where there is only ONE supplier of the product or service. A single source is where the vendor is “one vendor amongst others” when other competitive sources may be available.

A sole/single source purchase may be approved if one or more of the following conditions are met:

- **Standardization or compatibility** to existing City standard or to existing equipment, inventory, systems, data, programs, or service. Must be evaluated for cost benefit and/or safety.
- **Licensed or patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized Service Provider, Repair, and/or Warranty Services, e.g., warranty may be negated if you let someone else work on it.
- **Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match existing design or equipment. Document the unique specifications that are needed, which will drive the research in finding a product that finds the specific needs of your department.
- **Special Market conditions:** Can be used to purchase items at auction (RCW 39.30.045) or other items that are offered at a very favorable piece and will be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

NOTE: Any sole/single source utilizing **Federal Funding** must also confirm it is authorized and include 1) Written responsibility determination for the successful contractor and 2) Basis for contract price (**Cost Price Analysis**). Each Grantee must evaluate and state its justification for the contract cost or price.

XIX. DISPOSAL OF SURPLUS PROPERTY

Upon recommendation of a Department Head, property with an estimated value under \$15,000 may be declared surplus by the Mayor or City Administrator as designee, or by City Council for property with an estimated value of \$15,000 or greater, upon one or more of the following criteria:

- The City has or soon will have no foreseen practical and efficient use for the property.
- The purpose served by the property can be accomplished by use of a better, more effective, or more efficient alternative.
- The purpose service by the property no longer exists as determine by a change in policy evidenced by an ordinance or resolution of the City Council.
- The property is damaged, worn out, otherwise inoperable and the cost of repairing the same is unwise or impractical.
- If the value of the property, the City is seeking to surplus is greater than \$50,000, then pursuant to RCW 39.33.020 a public hearing is required.
- Additionally, RCW 35.94.040 requires that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use and the city desires to lease, sell, or convey the property. A hearing is required regardless of the value of the property.

XX. TRADE-INS

Trade-Ins are allowed on new purchases if approved ahead of time. Trade-Ins must be negotiated, documented at “Fair Market Value” by the Department, and declared surplus ahead of time by the Mayor, or City Administrator as designee, if under \$15,000 and City Council if over \$15,000.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.govdeals.com, or other online sources such as Kelley Blue Book, NADA or Edmonds.com.

XXI. FEDERAL CODE OF CONDUCT

PURPOSE – The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR 200.112, 2 CFR 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION – This code of Conduct applies to all elected officials, employees or agents of the City of Stevenson engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS – No elected official, employee, or agent of the City of Stevenson shall participate in the selection, award, or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent; or
- Any member of their immediate family; or
- Their partner; or
- An organization which employs, or is about to employ, any of the above.

The City of Stevenson’s elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

REMEDIES – To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Stevenson’s elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

XXII. FEDERAL AWARD STANDARDS

PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Stevenson will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS

The City of Stevenson will maintain effective internal control over the Federal award providing reasonable assurance that the City of Stevenson is managing the Federal award in compliance with Federal statutes, regulations, and the terms of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official, who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.”

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Stevenson whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Stevenson to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Stevenson shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute.

- Be necessary and reasonable for the performance of the Federal award.
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both Federally-finances and other activities of the City of Stevenson.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period.
- Be adequately documented.

PROCUREMENT

When procuring property and services under a Federal award, the City of Stevenson will follow 2 CFR 200.318 General procurement standards through 200.236 Contract provisions, or City of Stevenson purchasing procedures, whichever is more restrictive.

Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts more than \$250,000 requires that the City of Stevenson will comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding \$25,000 are not suspended or debarred from participating in federal programs. All City purchases and contracts issued from federal resources that exceed \$25,000 are subject to these guidelines.

Before initiating any purchases or contracts with federal funds that exceed, or may potentially exceed \$25,000 within the fiscal year, the responsible administrator shall verify that the vendor is not listed on the System for Award Management (SAM) exclusion list by checking at SAM.gov. If the vendor is listed on the exclusion list, the administrator shall not complete the purchase or contract with the vendor. If exclusion list shows no records for the vendor, print the screen, retain a copy in the department files and proceed to process the purchase.

NOTE: Washington State Department of Enterprise Services (DES) does not check for suspension or debarment on State bid contracts.

SINGLE AUDIT ACT

The City of Stevenson, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in CFR 200.501 as well as all applicable Federal and State statutes and regulations.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR 200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers	\$14,999 or less \$9,999 of less (PW) Must use more restrictive \$3,000 threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)	\$14,999 or less \$9,999 of less (PW) Must use more restrictive \$3,000 threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)
Small Purchase Procedures (Informal) - Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$10,000 - \$75,500 (Single trade) \$10,000 - \$116,155 (Multi trade) \$15,000 - \$250,000 (Non-Public Works projects) Must use more restrictive City threshold instead of \$250,000 Federal threshold	\$10,000 - \$75,500 (Single trade) \$10,000 - \$116,155 (Multi trade) \$15,000 - \$250,000 (Non-Public Works projects) Must use more restrictive City threshold instead of \$250,000 Federal threshold
Sealed Bids/Competitive Bids (formal)	\$75,500 or more (Single trade) \$116,155 or more (Multi trade) \$250,000 or more (Non-Public Works projects) Must use more restrictive City threshold instead of \$250,000 Federal threshold	\$75,500 or more (Single trade) \$116,155 or more (Multi trade) \$250,000 or more (Non-Public Works projects) Must use more restrictive City threshold instead of \$250,000 Federal threshold
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. <ul style="list-style-type: none"> • Must publicize request for proposals soliciting from an adequate number of qualified sources. • Maintain written method for conducting technical evaluations. • Contract must be awarded to the responsible firm whose proposal is most advantageous to the program. 	
Non-competitive proposals	Appropriate only when: <ul style="list-style-type: none"> • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City of Stevenson; or • After soliciting a number of sources, competition is deemed inadequate. 	

XXIII. DEFINITIONS

Adequate Appropriation Balance – Sufficient balance existing in the appropriation line item against which the purchase is to be charged.

Appropriation – City Council authorization to expend funds for a specific purpose.

As Is – A term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of the goods.

Bid – A written proposal submitted by a bidder to furnish supplies, materials, equipment, and other property in conformity with the owner’s specifications and conditions included in a request for bids by the City.

Bidding – Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget – A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

Budget Amendment – A mechanism used to revise the legally binding appropriations of budgeted funds.

Capital Equipment – Equipment of the City having an initial value of five thousand dollars (\$5,000) or more and an estimated useful life of more than one (1) year.

Cash Discount – A discount offered to the City to encourage payment of an invoice on or before its due date.

Change Order – A purchaser’s written authority to the supplier to modify or add to a purchase/project.

Contract – A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple PO or telephone order for goods or services. Legal Counsel should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the Mayor and City Administrator, as designee, of the City of Stevenson have the authority to sign contracts UNLESS they have delegated their authority over to an individual via approved Resolution.

Controlled Commodity – Items which may fall under the quote dollar limit that require approval from designated people, i.e., office products, communications equipment, and computer equipment.

Emergency – Unforeseen circumstances beyond the control of the City that (a) present a real, immediate threat to the proper performance of the essential functions; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life, if prompt action is not taken.

Expediting – Attempt to reduce the contractually agreed upon delivery time of a product.

Final Project Acceptance – Formal acceptance that the work on a project is complete. Needed prior to completed Notice of Completion and triggers dates for release of bonds, etc.

Ordinary Maintenance – The furnishing of labor, time, or effort by a contractor or vendor not performed by contract and that is performed on a regularly scheduled basis, to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance.

Payment Discount – See Cash Discount.

Personal Service Contract – An employment contract with an independent contractor for the rendering of personal services to the City. The Mayor or City Administrator, as designee, must sign all Personal Service Contracts.

Prevailing Wage Rate – The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics, in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract – an agreement with an independent contractor for rendering of professional services to the City. The City does not provide direction to the provider. The City states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work – A project including all work, construction, alteration, repair, or improvement other than ordinary maintenance executed at the cost of the City.

Request for Proposals – Similar to the formal bid process, except that factors other than price are used to award the contract.

Responsible Bidder – Contractor, supplier, or vendor, qualified on the basis that it (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Sealed Bid (Formal Bid) - An advertised solicitation for a requirement in which the costs exceed the bid limit. The bids are opened during a public opening.

Simplified Acquisition Threshold – The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

Small Works Roster – A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government agency, or a contracted service agency, in which price is the primary basis for consideration and contract award.

Specification – A clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service.

Standardization – When it is necessary to standardize to one type of item because of uniformity or interchangeable parts issues.



Supplemental Agreement Number <u>01</u>		Organization and Address WSP USA, Inc. 851 SW 6th Ave, Suite 1600 Portland, OR 97204	
Original Agreement Number TAP-30A2(001)		Phone: 503-523-8513	
Project Number	Execution Date 5/21/20	Completion Date 12/31/22	
Project Title 1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK	New Maximum Amount Payable \$185,306		
Description of Work The project will provide critical pedestrian connectivity to the Columbia River waterfront and the downtown commercial core.			

The Local Agency of City of Stevenson
desires to supplement the agreement entered in to with WSP USA Inc.
and executed on 5/21/20 and identified as Agreement No. TAP-30A2(001)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2022

III

Section V, PAYMENT, shall be amended as follows:

N/A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$57,028	0	\$57,028
Overhead (Including Payroll Additives)	\$77,593	0	\$77,593
Direct Non-Salary Costs	\$33,577	0	\$33,577
Fixed Fee	\$17,108	0	\$17,108
Total	\$185,306	0	\$185,306

**ECONOMIC DEVELOPMENT ADMINISTRATION
 CHANGE ORDER FORM**

EDA Award Number: 07 79 07550 Date: 7/21/2021

Recipient: City of Stevenson, Washington

Co-Recipient(s): _____

Recipient's Authorized Representative: Leana Kinley (509) 427-5970
Name & Phone Number

Construction Contract No.	Contractor Name	Change Order No.
	Crestline Construction	1

The Change Order will provide for the following:

Strikethrough Article 4.01.A of EJCDC C-700, Standard General Conditions of the Construction Contract.

Change Order Justification (Include cost analysis, if not unit cost in bid proposal or schedule of values):
 Due to material supply delays, construction has been pushed to Spring 2022. This requires removing the restriction on the commencement of contract dates in Article 4.01.A of EJCDC C-700. See attached sheet.

	TOTAL	EDA Funded Amount	* Non-EDA Funded Amount
Original Contract Amount	\$ 1,939,897.79	\$ 1,812,036.35	\$ 127,861.44
Current Contract Amount adjusted by previous Change Orders	\$ N/A	\$ N/A	\$ N/A
<input type="text"/> This Change Order will <input type="text"/> (increase) <input type="text"/> (decrease) the Contract Amount by:	\$ N/A	\$ N/A	\$ N/A
The original, scheduled date of completion is/was:	N/A	N/A	N/A
The new Contract Amount including this Change Order will be:	\$ 1,939,897.79	\$ 1,812,036.35	\$ 127,861.44
<input type="text"/> The Contract Time will <input type="text"/> (increase) <input type="text"/> (decrease) the schedule by:	N/A calendar days	N/A calendar days	N/A calendar days
The estimated date for completion of all work is:	12/2022 (Date)	12/2022 (Date)	12/2022 (Date)

* Construction components not part of the EDA Grant Project and do not include EDA funds nor local match funds.

Leana Kinley
 Prepared By (Signature)

Digitally signed by Leana Kinley
 Date: 2021.07.21 16:31:23 -0700'

7/21/21
 Date

Leana Kinley
 Prepared By (Typed or Written Name & Title)

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

~~A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

ECONOMIC DEVELOPMENT ADMINISTRATION CHANGE ORDER FORM

EDA Award Number: 07 79 07550 Date: 2/10/2022

Recipient: City of Stevenson, Washington

Co-Recipient(s): _____

Recipient's Authorized Representative: Leana Kinley (509) 427-5970
Name & Phone Number

Construction Contract No.	Contractor Name	Change Order No.
	Crestline Construction	2

The Change Order will provide for the following:

Modify fittings & pipe supports on bridge crossing and remove expansion joint. Relocate control kiosk & add gravel ramp for access behind adjacent building. Revise access hatch frames on valve vault from "angle" to "channel" type.

Change Order Justification (Include cost analysis, if not unit cost in bid proposal or schedule of values):

See attached proposal from Crestline. The "phase" of each line item corresponds to a contract pay item. 1260 is bid item 26 of the Sewer Collection System Improvements, and 1282/1281/1280 are bid item 28. Costs shown in proposal are pre-tax. Revised plan sheets C.3-C.7 M1 S1 F3 & F4 are also attached showing the design changes +

	TOTAL	EDA Funded Amount	* Non-EDA Funded Amount
Original Contract Amount	\$ 1,939,897.79	\$ 1,812,036.35	\$ 127,861.44
Current Contract Amount adjusted by previous Change Orders	\$ N/A	\$ N/A	\$ N/A
<input type="checkbox"/> This Change Order will <input type="checkbox"/> (increase) <input checked="" type="checkbox"/> (decrease) the Contract Amount by:	\$ 7621.93	\$ 7621.93	\$
The original, scheduled date of completion is/was:	10/1/2022		
The new Contract Amount including this Change Order will be:	\$ 1,932,275.86	\$ 1,804,414.42	\$
<input type="checkbox"/> The Contract Time will <input type="checkbox"/> (increase) <input type="checkbox"/> (decrease) the schedule by:	0 calendar days	calendar days	calendar days
The estimated date for completion of all work is:	10/1/2022 (Date)	(Date)	(Date)

* Construction components not part of the EDA Grant Project and do not include EDA funds nor local match funds.

Leana Kinley
 Prepared By (Signature)

Digitally signed by Leana Kinley
 Date: 2022.02.10 14:53:28 -08'00'

2/10/22
 Date

Leana Kinley
 Prepared By (Typed or Written Name & Title)



CHANGE ORDER PROPOSAL

To: Wallis Engineering
Jacob Korsness

Rock Creek PS & FM Design Rev. No. 1

Project: Stevenson Collection System Imp.
Contract No.: 1477A/ 212008
Change Order No.: 2
Date: 2/10/2022

1. CHANGE DESCRIPTION: The following changes are hereby made to the above referenced Contract

Phase	Description	Unit	Quantity	Unit Cost	Amount
1260	Remove Force Balance Expansion Joint	EA	1	\$ (8,550.00)	\$ (8,550.00)
1260	Add Type A Pipe Support	EA	1	\$ 1,158.00	\$ 1,158.00
1260	Remove Type B Pipe Support	EA	1	\$ (1,053.00)	\$ (1,053.00)
1260	Remove 12" 45 degree MJ xFL bends	EA	2	\$ (1,206.00)	\$ (2,412.00)
1260	Add 12" 45 degree MJxMJ bends	EA	2	\$ 1,162.00	\$ 2,324.00
1281	Relocate Electrical/Control Kiosk	EA	1	No Change	
1281	Relocate Pump Disconnect Panel	EA	1	No Change	
1281	Relocate Water Appurtenances	EA	1	No Change	
1280	Crushed Aggregate Ramp	SY	7	\$ 40.00	\$ 280.00
1282	Valve Vault Hatch Change	EA	2	\$ 588.00	\$ 1,176.00

2. ADJUSTMENT TO SUBCONTRACT AMOUNT: As consideration for change(s) identified in Section 1, the Subcontract is Increased/(Decreased) by:

	\$ (7,077.00)
Original Subcontract Amount:	1,801,205.00
Net of Previous Change Orders	
Subcontract Amount before this Change Order	1,801,205.00
Amount of this Change Order	(7,077.00)
Revised Subcontract Amount	<u>\$ 1,794,128.00</u>

3. ADJUSTMENT TO TIME FOR PERFORMANCE: If connection with the change(s) noted in Section 1, the Subcontractor agrees that its time for performance under the Subcontract will be adjusted as follows:

NOTE:
Crestline is seeking no additional days be added to contract for CO 2 work

Crestline Construction
By: Sam Krentz 2/10/2022
(Signature) (Date)

Sam Krentz Project Manager
(Printed Name) (Title)

Owner/Engineer
By: _____
(Signature) (Date)

(Printed Name) (Title)

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP, dated this 27th day of February, 2022, by and between the City of Stevenson, a Washington Municipal Corporation, whose address is PO Box 371, 7121 E. Loop Rd., Stevenson, WA 98648 (hereinafter with its successors and assigns called "Recipient"); and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230 (hereinafter with its successors and assigns called "EDA"):

RECITALS:

WHEREAS, Recipient submitted an application, designated as EDA Project No. 07 79 07550, for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (Pub. L. 108-373, 42 U.S.C. 3121, et seq.), (hereinafter the "Act"); and

WHEREAS, by offer of Award, dated September 25, 2020, EDA offered to Recipient a financial assistance award in the amount of \$4,054,400 (hereinafter called "Award Amount") to assist in financing the Wastewater Collection System Upgrade project (hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements thereon called "Property"); and

WHEREAS, on October 15, 2020, Recipient accepted the Offer of Award (hereinafter called "Award Agreement") subject to certain terms and conditions, pursuant to which Recipient covenanted and agreed to comply with the applicable requirements of 13 Code of Federal Regulations, Part 314; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides, inter alia, that Recipient will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Property, or use the Property for purposes other than, and different from, those purposes set forth in the Award Agreement and the application made by Recipient therefore (hereinafter called "Project Purposes"), such alienation and use being prohibited by 13 CFR Part 314 and 15 CFR Part 24, and 15 CFR Part 14; and

WHEREAS, under the authority of the Act, EDA is not authorized to permit Recipient to use the Property for purposes other than the Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to any party without prior approval from EDA, unless EDA is repaid its share of the market value of the Project, as set forth below;

WHEREAS, Recipient, as owner of all or part of the real property described in Exhibit "A", attached hereto, agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the real property described in Exhibit "A" attached hereto; and

WHEREAS, the Skamania County Auditor located at 250 NW Vancouver Avenue, PO Box 790, Stevenson, WA 98648 is the proper office to record this Covenant;

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and of other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Recipient, Recipient hereby covenants and agrees as follows:

1. The estimated useful life of the Project is 20 years as determined by the useful life of financed improvements.
2. Recipient agrees that for the estimated useful life set forth above, Recipient will not sell, transfer, convey, or mortgage any interest in the real property acquired or improved in whole or in part with the funds made available through this Award, nor shall Recipient use the Property for purposes other than the Project Purposes without the prior written approval of the Assistant Secretary, Economic Development Administration or his/her designee or successor. Such approval may be withheld until such time as Recipient first pays to EDA the amount of the award funds disbursed or, at the option of the EDA, the federal government's fair share of the Property as provided in the Code of Federal Regulations, Title 13, Part 314. The federal government's fair share of the Property shall be the amount computed by multiplying the percentage of the federal participation in the total cost of the grant program to the fair market value of the Property at the time of the unauthorized use or conveyance of the Property.
3. Recipient further covenants that in the event the Property is used for purposes other than the Project Purposes, or is sold, leased, transferred, conveyed or mortgaged without the prior written approval of the Assistant Secretary, Recipient will compensate the federal government in the amount of the grant funds disbursed or at the option of the federal government, the federal government's fair share of the Property as described above.
4. Pursuant to 13 CFR 314, Recipient further agrees that, as a prerequisite to accepting the disbursement of any award funds by EDA, Recipient shall execute and place on record against the property acquired or improved in whole or in part with the funds made available through this Award, this Covenant of Purpose, Use and Ownership. Recipient further agrees that whenever the Property is sold, leased or otherwise conveyed pursuant to the Code of Federal Regulations, Title 13, Part 314, Recipient or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. EDA will in its sole discretion determine whether the Covenant is satisfactory. EDA may require an opinion of counsel for Recipient that the Covenant is valid and enforceable according to its terms and has been properly recorded.
5. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the federal interest expressed herein.

6. This Covenant shall run with the land.

IN WITNESS WHEREOF, the Recipient has hereunto set their hand as of the day and year first above written by their duly authorized officer. A completed duly recorded copy of this Covenant shall be forwarded to EDA. (The appropriate acknowledgment must be included for recording in Recipient's jurisdiction).

Recipient City of Stevenson

By _____

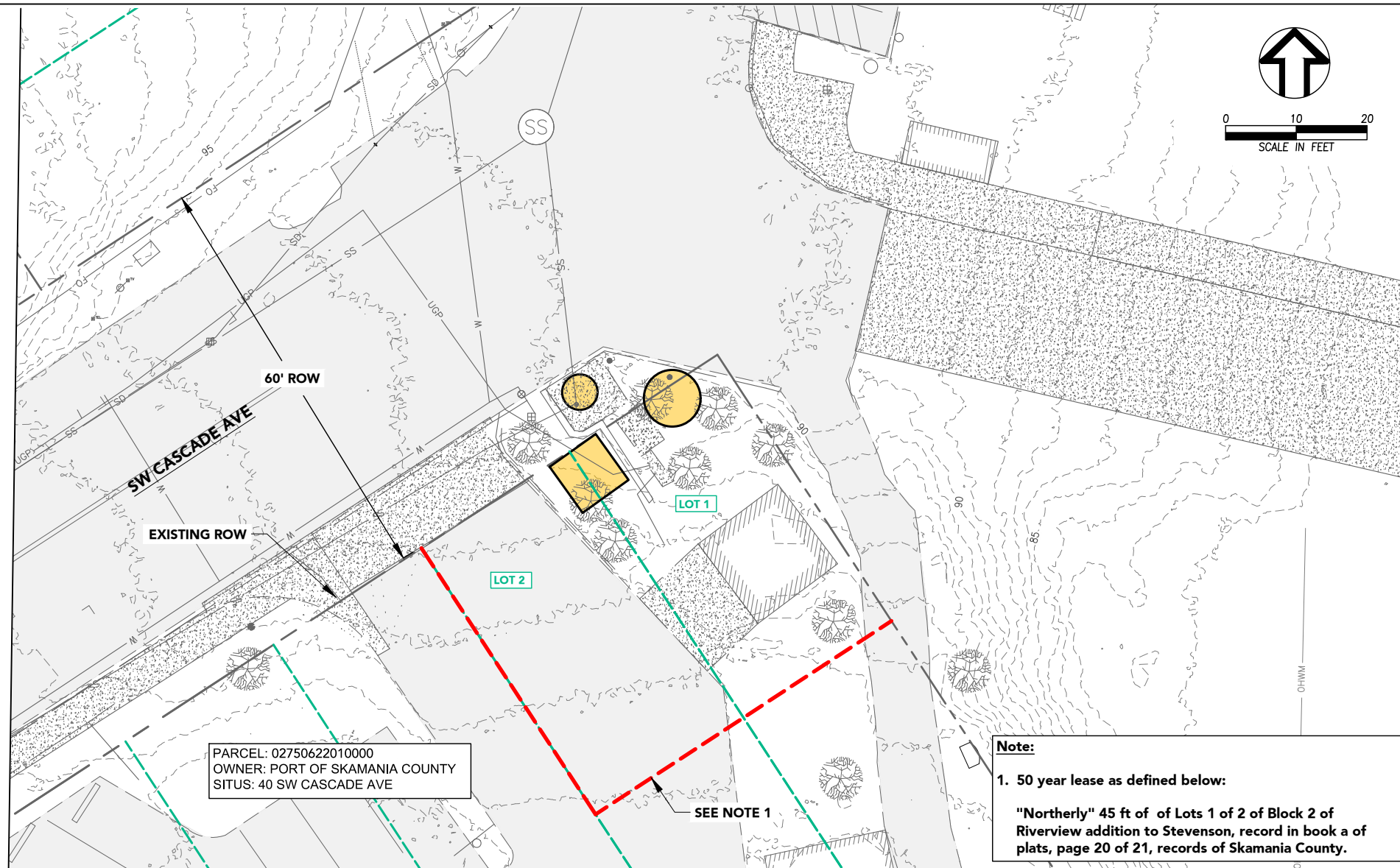
Title: Mayor

APPROVAL AS TO FORM:

By _____

Title: City Attorney _____

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Note:

1. 50 year lease as defined below:

"Northerly" 45 ft of of Lots 1 of 2 of Block 2 of Riverview addition to Stevenson, record in book a of plats, page 20 of 21, records of Skamania County.

LEGEND

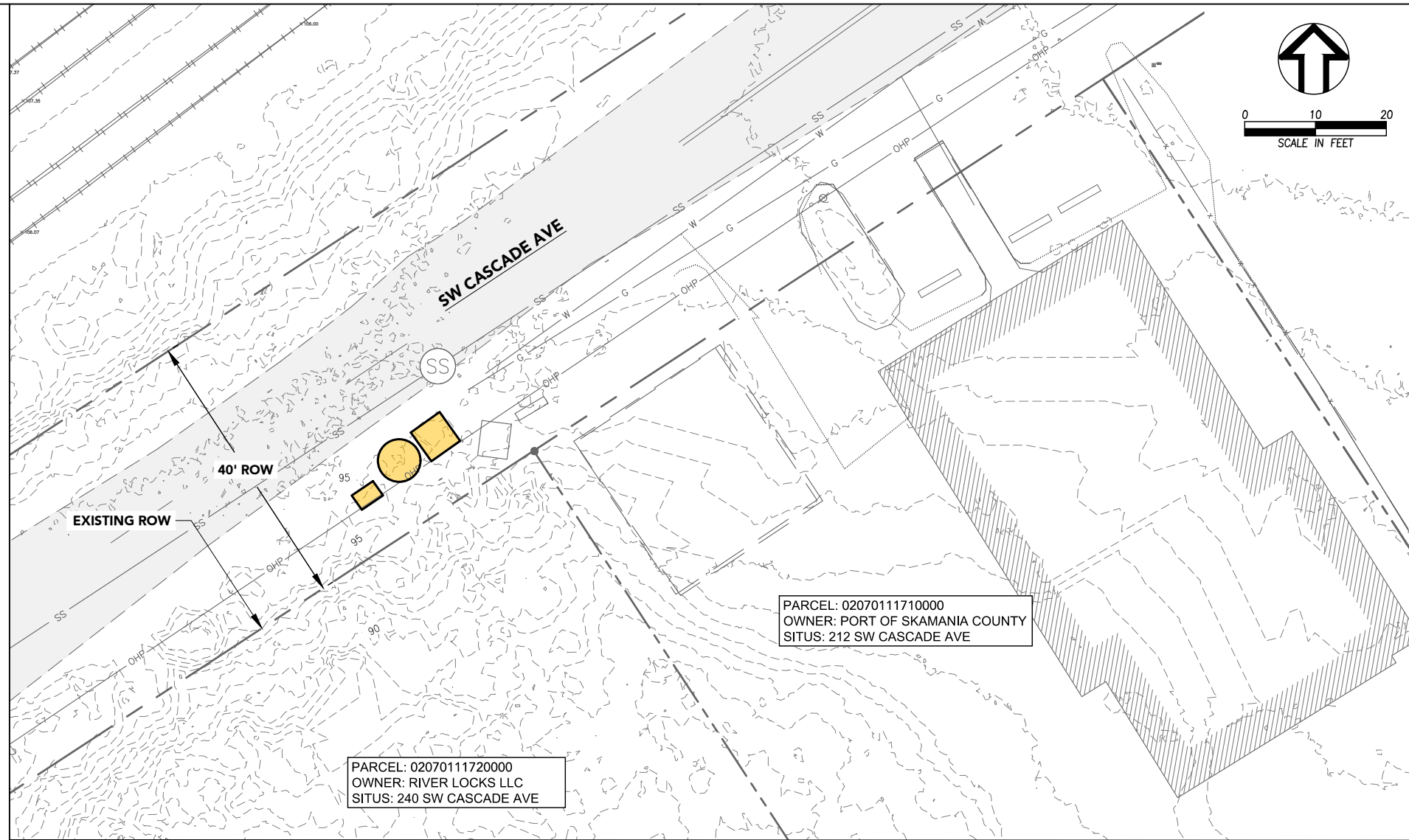
EXISTING		PROPOSED	
	LOT LIMITS		FIBER OPTIC
	LEASE LIMITS		OVERHEAD POWER
	RIGHT OF WAY		UNDERGROUND POWER
	PROPERTY LINE		CATCH BASIN
	PAVEMENT		SANITARY SEWER MANHOLE
	CONCRETE		WATER METER
	EDGE OF GRAVEL		WATER VALVE
	BUILDING		UTILITY POLE
	CONTOUR		BOLLARD
	SANITARY SEWER		TREE/BUSH
	STORM SEWER		
	WATER		
	GAS		
			PUMP STATION IMPROVEMENTS

SITE INFORMATION

PROJECT: KANAKA PUMP STATION UPGRADE
 SITE ADDRESS: 40 SW CASCADE AVENUE
 SITE PARCEL: 02750622010000
 PARCEL SIZE: 6.31 ACRES
 PUMP STATION SITE SIZE: 0.020 ACRES
 PROPERTY RIGHTS: PORT OF SKAMANIA COUNTY

PROPERTY OWNER

OWNER: PORT OF SKAMANIA COUNTY
 P.O. BOX 1099, STEVENSON, WA 98648

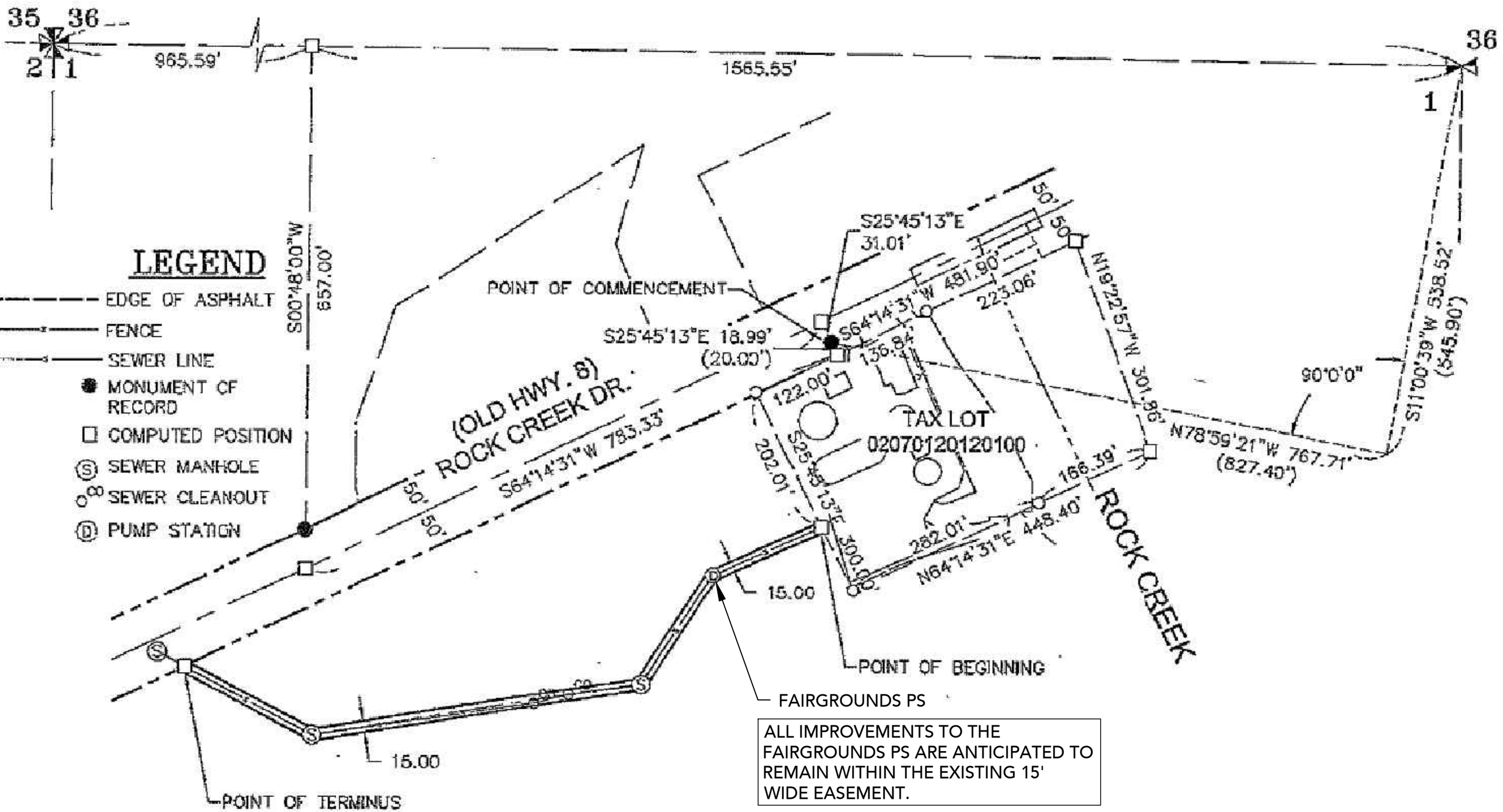


LEGEND

EXISTING		PROPOSED	
---	RIGHT OF WAY	■	PUMP STATION IMPROVEMENTS
- - -	PROPERTY LINE		
▬	PAVEMENT		
---	EDGE OF CONCRETE		
---	EDGE OF GRAVEL		
▨	BUILDING		
- - - 90	CONTOUR		
SS	SANITARY SEWER		
W	WATER		
G	GAS		
OHP	OVERHEAD POWER		
SS	SANITARY SEWER MANHOLE		
●	MONUMENT		

SITE INFORMATION
 PROJECT: CASCADE AVENUE PUMP STATION UPGRADE
 SITE ADDRESS: ADJACENT TO 212/240 SW CASCADE AVENUE
 SITE PARCEL: 0207011710000
 PARCEL SIZE: N/A
 PUMP STATION SITE SIZE: 0.020 ACRES
 PROPERTY RIGHTS: CITY OF STEVENSON

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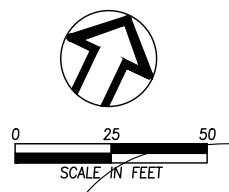
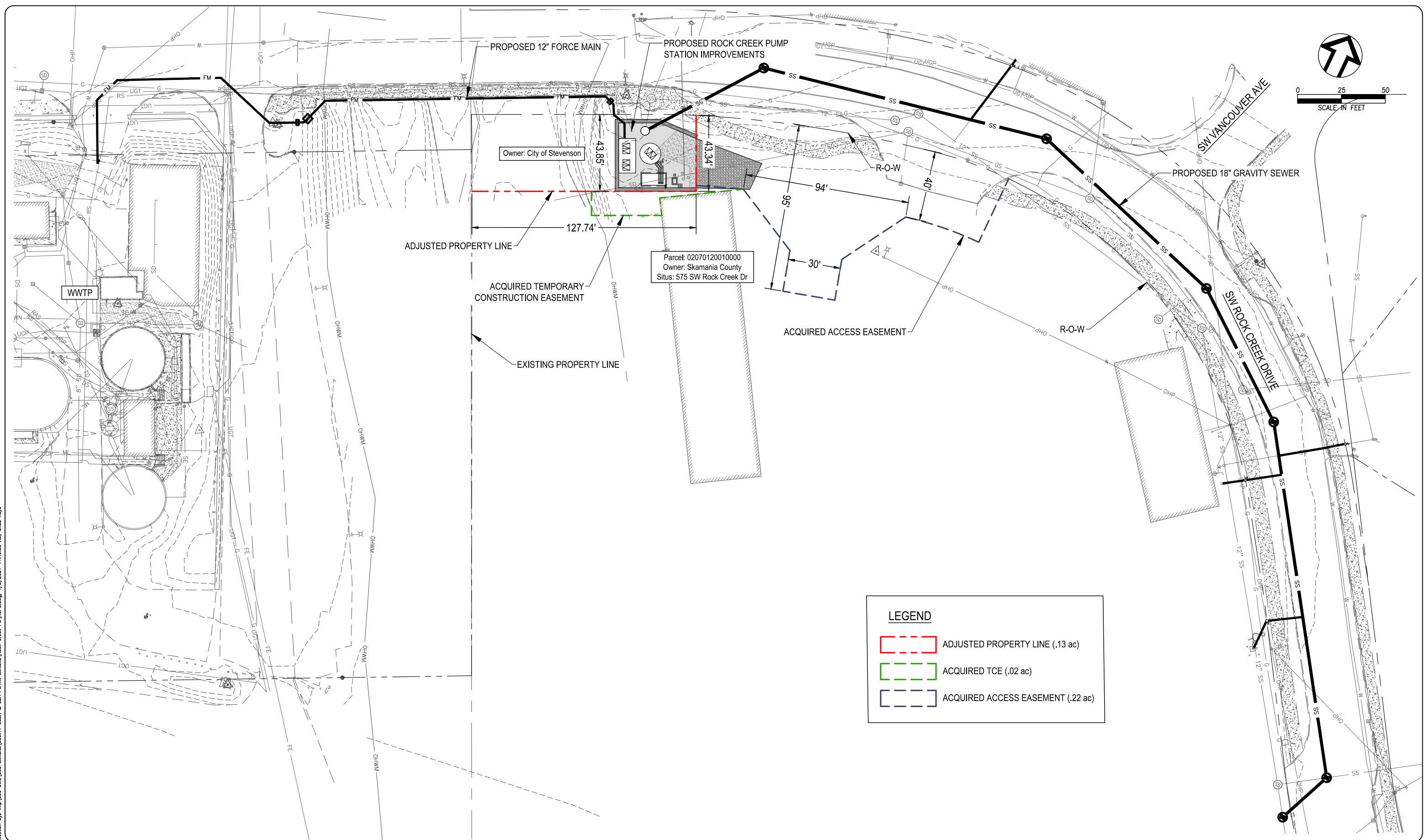
LEGEND

- EDGE OF ASPHALT
- FENCE
- SEWER LINE
- MONUMENT OF RECORD
- COMPUTED POSITION
- Ⓢ SEWER MANHOLE
- Ⓞ SEWER CLEANOUT
- ⓐ PUMP STATION

ALL IMPROVEMENTS TO THE FAIRGROUNDS PS ARE ANTICIPATED TO REMAIN WITHIN THE EXISTING 15' WIDE EASEMENT.

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LEGEND

- ADJUSTED PROPERTY LINE (.13 ac)
- ACQUIRED TCE (.02 ac)
- ACQUIRED ACCESS EASEMENT (.22 ac)

**SECTION 00 52 00 - AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT**

TABLE OF CONTENTS

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between the City of Stevenson ("Buyer") and APSCO LLC ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Section 43 25 00 Submersible Screw Centrifugal Pumps

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Wastewater Treatment Plant Improvements – Phase 1.

1.03 *Engineer*

- A. Buyer has retained Wallis Engineering ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as: Wastewater Treatment Plant, 686 Southwest Rock Creek Drive, Stevenson, WA 98648.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings and Product Data	42 days	After Contract Times commence.
Submit Revisions or Additions to Shop Drawings and Product Data	14 days	After receipt of each Engineer's Review.
Deliver acceptable Goods to Point of Destination	154 days 294 (SFC)	After approval of shop drawings. Delivery may be made in the 15-day period before delivery date.
Commence Special Services for Goods	14 days	After delivery, date of Buyer's acknowledgment of receipt.
Complete Special Services and Readiness for Final Inspection and Acceptance of Goods and Special Services	14 days	After commencement of Special Services.

2.03 *Shop Drawings and Product Data*

- A. *Submittal of Shop Drawings and Product Data*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (~~whether direct, consequential, or otherwise~~) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1,000 for each day that expires after the time specified in Paragraph 2.02 for submission of Shop Drawings and Product Data and delivery of acceptable Goods. Seller's obligation to pay liquidated damages shall be limited to an amount equal to ten percent (10%) of the Seller's Contract Price.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price—Based on Attached Bid*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller’s Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer’s Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: Not Applicable.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Product Data	10
2. Completion of acceptable factory testing (if any)]	5
3. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	70
4. Completion of Special Services in accordance with Procurement Contract Documents	10
5. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Procurement Contract Price (Lump Sum)	100

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer’s Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer’s Contingency Allowance, and the amounts owed. If practical, and at Seller’s option, Seller may apply for such unit price and Buyer’s Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest at the state statutory rate.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
 - 1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about 3/1/2022. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 - 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a ~~subcontractor or~~ supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
 - 3. After assignment:
 - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
 - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
 - c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
 - d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project

Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
 - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within **30** days of receipt of payment from the Project Owner under the construction contract.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Contractor/Assignee or Seller), to the other party, without submittal to Engineer.
 - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.

- 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
 - i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.
 - j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
 - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
 - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
 - m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.

2. General Conditions of the Procurement Contract.
 3. Supplementary Conditions of the Procurement Contract.
 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 5. Procurement Drawings.
 6. Addenda Numbers 1 to 1 inclusive.
 7. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment
 - b. Exhibit, Surety's Consent to Assignment
 - c. Exhibit A, Seller's Bid, solely as to the prices set forth therein (pages 1 to 5, inclusive); and
 9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller's Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be

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provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such

documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.

- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
 4. Buyer has a good faith belief that disclosure is required or justified; or
 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims

for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

Limitation of Liability

Notwithstanding anything to the contrary, the remedies of Owner set forth herein are exclusive, and the total liability of Seller with respect to this purchase order, or any breach thereof, whether based on contract, warranty, tort (including negligence) shall not exceed the purchase price of the specific equipment which gives rise to the claim. The terms of the paragraph will be binding upon the Contractor/Assignee with respect to Seller and Assignor.

Warranty

Our manufacturers have provided warranties that meet the contract requirements of the specifications. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING THE MATERIALS BY SUCH PRODUCTS MADE BY SELLER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

Indemnification

APSCO accepts the terms of indemnification as written in Section 00 70 00, paragraph 7.07.A of the General Conditions of the Procurement Contract 2019. These terms are different than those stated in Section 00 80 00, paragraph 7.07.C of the Supplementary Conditions of the Procurement Contract 2019, and thus SC 7.07.C is not applicable.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is 1/1/2022.

Buyer

City of Stevenson

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City Hall

7121 East Loop Road

Stevenson, Washington 98648

Designated Representative:

Name: Leana Kinley

(typed or printed)

Title: City Administrator

(typed or printed)

Address:

City Hall

7121 East Loop Road

Stevenson, Washington 98648

Phone: Leana Kinley

Email: leana@ci.stevenson.wa.us

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

APSCO LLC

(typed or printed name of organization)

By:

Shawn Clark

(individual's signature)

Date:

1/20/22

(date signed)

Name:

Shawn Clark

(typed or printed)

Title:

Vice President APSCO LLC

(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

APSCO LLC

PO Box 2639

Kirkland, WA 98083

Designated Representative:

Name: Shawn Clark

(typed or printed)

Title:

Vice President APSCO LLC

(typed or printed)

Address:

APSCO LLC

PO Box 2639

Kirkland, WA 98083

Phone: 541-602-3016

Email: sclark@apsco-llc.com

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EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between [insert name of original Buyer] ("Buyer") and [insert name of Seller] ("Seller") for furnishing Goods and Special Services entitled [insert name/designation of Procurement Contract] (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

City of Stevenson

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

APSCO LLC

(typed or printed name of organization)

By: Shawn Clark Date: 1-20-22
(individual's signature) (date signed)

Name: Shawn Clark Title: Vice President APSCO LLC
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

Exhibit A—Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment.
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1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

City of Stevenson, Washington Wastewater Treatment Plant Improvements – Phase 1

Major Equipment Procurement for Grit Removal Equipment

BID CLARIFICATIONS AND EXCEPTIONS

As part our bid we are incorporating the following clarifications and exceptions.

TERMS & CONDITIONS:

- Section 00 20 00 - Instruction to Bidders, Article 3: Lakeside will not be furnishing financial data for this bid. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.
- Section 00 40 00 - Bid Form, Item 5.02: We acknowledge that we have received Addendum No. 1.
- Section 00 40 00 - Bid Form, Article 6, Item 6.01: Lakeside will not be furnishing estimated revenue for the previous year. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.

Also, Lakeside is a build to order manufacturer; therefore, existing production utilization is not applicable.

- Section 00 40 00 - Bid Form, Schedule A: Attached with this bid is a list of fifty (50) installations with similar equipment. Contact information and Contract/PO amounts are not included. If we are selected for this equipment, we will furnish several references upon request.
- Section 00 40 00 - Bid Form: Since we are furnishing equipment only, our bid excludes any licenses or permits and their associates fees. The Project Owner or the Contractor/Assignee will be responsible to procure and pay for all permits and licenses necessary for the completion of the contract.
- Section 00 52 00 – Agreement, Article 4, Item 4.02.A: Since the project could be delayed through no fault of Lakeside, we propose the final two payments (i.e. Completion of Special Services and Final

Payment) be tied to the delivery date and therefore we suggest the final two payments have “but not to exceed 180 days from the date of delivery” added to the terms.

270 days

- Section 00 70 00 – General Conditions, Article 2, Item 2.05: Lakeside will attend the Preliminary Conference via a Teams Meeting or a similar virtual method.
- Section 00 70 00 – General Conditions, Article 5, Item 5.02: The policy limits for the Lakeside’s insurance either meet or exceed those required by the contract; however, Care Custody Control Coverage will not be furnished since we are not a Contractor.
- Section 00 70 00 – General Conditions, Article 7, Item 7.01.B: Lakeside will furnish a field service person to inspect the installed equipment. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout.
- Section 00 70 00 – General Conditions, Article 7, Item 7.01.C: Lakeside will not have knowledge to all of the ongoing facility operations and construction activities; therefore, we will not take responsibility for coordination of Special Services to avoid or limit interference or disruption of other activities.
- Section 00 70 00 – General Conditions, Article 7, Item 7.06.A.1.b.1: Any required field measurements will be the responsibility of the Project Owner or the Contractor/Assignee.
- Section 00 70 00 – General Conditions, Article 7, Item 7.07: On advice of legal counsel, Lakeside cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. As a replacement, we can accept the following:

The Seller shall defend, indemnify and hold the City, from now on referred to as “the buyer”, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Buyer. However, 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 Seller and the Buyer, its officers, officials, employees, and volunteers, the Seller's liability hereunder shall be only to the extent of the Seller's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Seller'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.
- Section 00 70 00 – General Conditions, Article 9, Item 9.03.F: Lakeside obligations will include costs of the correction or removal and replacement of the non-conforming Goods; however, we will not be responsible for the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining Special Services from others.
- Section 00 70 00 – General Conditions, Article 9, Item 9.04: Since the project could be delayed through no fault of Lakeside, we propose the warranty be tied to the delivery date and therefore we suggest the warranty have “but not to exceed 30 months from the date of delivery” added to the warranty.

Also, as noted in Item 9.03.F, “(and damage to other work resulting therefrom)” is to be removed from the warranty.

- Section 00 70 00 – General Conditions, Article 13, Item 13.02.A.4.b: Installation is by others and therefore timing of installation should not be a factor for payment.
- Section 01 60 00 – Product Requirements, Item 3.02.A: Lakeside will not be responsible for unloading, storing, and protecting all material and equipment on-site.
- Section 01 79 00 – Training, Item 2.02.A.15: Lakeside will not be furnishing quarterly on-site service visits; however, we are available for support via phone and email.

TECHNICAL SPECIFICATIONS:

- Section 46 23 00 – Grit Removal Equipment, Item 1.04.A: Lakeside will not be able to furnish the submittals as called out in Items 1.04.A.1 and A.2. We have grit tests for a different type of grit unit, but not for the vortex grit chamber themselves. We had a couple of past jobs where testing was required, but the vortex grit units were performing well we did not have to actually conduct the tests. As for the calculations, our Engineering Department is in the process in developing these calculations; however, these calculations will not be ready when it comes time to do the submittals.
- Section 46 23 00 – Grit Removal Equipment, Item 2.05.F: The cyclone manufacturer (FLSmith) takes exception to ½-inch Nihard material and clarifies that their cyclone is proposed with neoprene lined carbon steel. Also, the cyclone will be furnished with their standard enamel paint versus the epoxy resin paint. See attached paint information for FLSmith’s standard enamel paint information.
- Section 46 23 00 – Grit Removal Equipment, Item 2.06.B.4: Lakeside bid is based on furnishing our Type W Grit Classifier, as per attached drawing D-72973-S. We have been furnishing this grit cyclone-classifier arrangement for almost 20-years and it has been performing well. The grit classifier’s settling tank has a surface area of 5.1 sq-ft and an adjustable weir length of 11.5-inches. The grit classifier is designed to handle a flow rate up to 70 gpm. Typically the cyclone underflow to the grit classifier is 5 to 10 percent of what the flow coming into the cyclone. With 250 gpm coming into the cyclone, the maximum underflow would be 25 gpm. This is well below the Type W Grit Classifier maximum capacity of 70 gpm.

Should you have any questions regarding these clarifications and exceptions please contact this office.

Sincerely,

LAKESIDE EQUIPMENT CORPORATION



Dan Widdel
Regional Sales Manager



ESVELT ENVIRONMENTAL ENGINEERING, LLC

8812 EAST REDWOOD LANE, SPOKANE WA 99217, Phone: 509-926-3049, www.esvelt.com

Date: November 15, 2021

Project: City of Stevenson (City)
Wastewater Treatment Plant Improvements – Major Equipment Procurement

Subject: Section 46 23 00 – Grit Removal Equipment Bids Evaluation

Prepared For: City of Stevenson, Leana Kinley, City Administrator
Wallis Engineering, Jane Vail, Principal Engineer

Prepared By: Allison Esvelt, MSCE, PE, BCEE, Principal, Esvelt Environmental Engineering, LLC

The purpose of this technical memorandum is to summarize and evaluate the bids for the Grit Removal Equipment for the City of Stevenson Wastewater Treatment Plant Improvements Project. Bids were received from the following Bidders:

- Smith & Loveless, Inc., Lenexa, Kansas (Smith & Loveless)
- Lakeside Equipment Corporation, Bartlett, IL (Lakeside)

Table 1 below includes the summary of the bids. Table 2 provides the summary of Bid completeness. All Bidders completed the Bid Form properly and submitted the Bids by the proper deadline.

Table 1. Summary of Bids

	Smith & Loveless (1)	Lakeside
Base Bid Price	\$171,395.00	\$149,940.00
Sales Tax (7.7%)	\$13,197.42	\$11,545.38
Total Base Bid Price	\$184,592.42	\$161,485.38

Notes: (1) Price is for NEMA 4X Vacuum Priming Panel which would require relocating the panel where currently shown on plans.

Table 2. Summary of Bid Completeness

	Smith & Loveless	Lakeside
Bid Form Complete and Addendums Acknowledged	✓	✓
Bid Security	(1)	✓
Evidence of Authority to do Business in Washington	(1)	✓
Bidder Qualification Statement Form	(1)	✓
<i>Specification Section 01 33 00, Submittals</i>		
Paragraph 2.03.B.2: Mechanical drawings including equipment layout drawings and equipment dimensions.	(2)	✓
Paragraph 2.03.C.1: Manufacturer’s catalog information.	(2)	(2)
Paragraph 2.03.C.2: Manufacturer’s specifications for materials and manufacturing.	✓	✓
Paragraph 2.03.C.6: Design calculations and performance curves demonstrating compliance with the performance and design criteria of the specifications.	✓	✓
Paragraph 2.03.C.15: List of all variances from the Specifications.	✓(3)	✓(3)
Section 46 23 00 – Paragraph 1.04.A.1: Five (5) grit removal efficiency test reports.	✓	(4)
Section 46 23 00 – Paragraph 1.04.A.2: Calculations and supporting information to demonstrate sizing of the grit chamber.	✓	(4)

Notes:

- (1) Submitted electronically due to delays in receiving bond and insurance certificates.
- (2) Not submitted with Bid. Previously submitted to Engineer during design and can be furnished to City upon request.
- (3) Variances submitted with Bid are attached to this memo.
- (4) Not submitted with Bid and not available from manufacturer.

Recommendation of Award: Lakeside is unable to furnish the specified grit removal efficiency test reports or the calculations and supporting information to support the sizing of its grit chamber. Because of these deficiencies, Lakeside's bid is not considered responsive. Smith & Loveless complies with all of the technical specifications and its Bid is considered responsive. It is recommended that the contract be awarded to Smith & Loveless with the lowest, responsive Bid.

The City staff concurred with this recommendation during the equipment bids review meeting on 11/2/2021.

S&L Review of City of Stevenson Procurement Contract Agreement Between Buyer and Seller for Procurement Contract

2.01 Time is of the Essence

Please note that due to the specialized nature of the equipment being manufactured, we can only provide estimates as to your equipment's completion time. As stated in our Sales Agreement, our current lead times estimate that the manufacturing of your equipment is estimated to take after receipt of approved submittals at our factory. Due to current shop loading, this estimate may be extended.

While every effort will be exerted to schedule your shipment in accordance with stated schedule, we are not in a position to assume any liability should an unforeseen circumstance arise which delays delivery, and we must, therefore, decline to accept liability for consequential, incidental, liquidated damages and/or penalty assessments as specified in your purchase order.

2.04 Liquidated Damages

Please note that due to the specialized nature of the equipment being manufactured, we can only provide estimates as to your equipment's completion time. As stated in our Sales Agreement, our current lead times estimate that the manufacturing of your equipment is estimated to take after receipt of approved submittals at our factory. Due to current shop loading, this estimate may be extended.

While every effort will be exerted to schedule your shipment in accordance with stated schedule, we are not in a position to assume any liability should an unforeseen circumstance arise which delays delivery, and we must, therefore, decline to accept liability for consequential, incidental, liquidated damages and/or penalty assessments.

6.01 Procurement Contract Documents

S&L® was unable to receive a hard copy of the Bid Bond due unforeseen circumstance. S&L will email a copy to the consulting engineer prior to the bid opening.

7.03 Laws and Regulations

Smith & Loveless manufactures its equipment in accordance with generally accepted standards and codes. Due to the vast number of laws, regulations and ordinances, we will not be responsible for complying with these unless they are specifically brought to our attention prior to manufacture.

7.07 Indemnification

Smith & Loveless agrees to indemnify the Buyer from all claims brought against Smith & Loveless (except for claims regarding the equipment/work itself, which are covered under warranty). However, claims filed jointly against Buyer and Smith & Loveless shall be defended jointly with each party responsible for the agreed to or adjudicated amount of award. Each party bears its own costs of defense including all attorneys' fees.

S&L Review of City of Stevenson Procurement Contract

8.02 Delivery

Shipping terms are F.O.B. factory, with freight allowed to the jobsite and unloading to be by the Buyer. Smith & Loveless will maintain responsibility for risk of loss in transit. Buyer will promptly inspect the goods upon delivery for damage and/or shortages. Buyer will notify Smith & Loveless within 72 hours of any such damage or shortage.

11.02 Change Orders

(A) 2. S&L does not agree to Buyer Setoffs.

12.02 Dispute Resolution Method

Smith & Loveless does not agree to be bound to arbitration in order to resolve any dispute which may arise in which Smith & Loveless may be a party. Further, Smith & Loveless does not waive any rights which Smith & Loveless is entitled to exercise under the appropriate laws, statutes or regulations.

14.01 Cancellation

Due to the specialized nature of equipment to be furnished, cancellation charges must, of necessity, be recovered from the Buyer should cancellation result once submittals and/or manufacturing has commenced. This cancellation charge, of not less than 20% of the contract price, is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs and loss of anticipated profits suffered due to cancellation.



City of Stevenson, Washington Wastewater Treatment Plant Improvements – Phase 1

Major Equipment Procurement for Grit Removal Equipment

BID CLARIFICATIONS AND EXCEPTIONS

As part our bid we are incorporating the following clarifications and exceptions.

TERMS & CONDITIONS:

- Section 00 20 00 - Instruction to Bidders, Article 3: Lakeside will not be furnishing financial data for this bid. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.
- Section 00 40 00 - Bid Form, Item 5.02: We acknowledge that we have received Addendum No. 1.
- Section 00 40 00 - Bid Form, Article 6, Item 6.01: Lakeside will not be furnishing estimated revenue for the previous year. For demonstrating Corporate stability, we are furnishing letters from our Corporate Accountant and from our Bank. These letters will indicate our financial stability for the past five (5) years.

Also, Lakeside is a build to order manufacturer; therefore, existing production utilization is not applicable.

- Section 00 40 00 - Bid Form, Schedule A: Attached with this bid is a list of fifty (50) installations with similar equipment. Contact information and Contract/PO amounts are not included. If we are selected for this equipment, we will furnish several references upon request.
- Section 00 40 00 - Bid Form: Since we are furnishing equipment only, our bid excludes any licenses or permits and their associates fees. The Project Owner or the Contractor/Assignee will be responsible to procure and pay for all permits and licenses necessary for the completion of the contract.
- Section 00 52 00 – Agreement, Article 4, Item 4.02.A: Since the project could be delayed through no fault of Lakeside, we propose the final two payments (i.e. Completion of Special Services and Final

Payment) be tied to the delivery date and therefore we suggest the final two payments have “but not to exceed 180 days from the date of delivery” added to the terms.

- Section 00 70 00 – General Conditions, Article 2, Item 2.05: Lakeside will attend the Preliminary Conference via a Teams Meeting or a similar virtual method.
- Section 00 70 00 – General Conditions, Article 5, Item 5.02: The policy limits for the Lakeside’s insurance either meet or exceed those required by the contract; however, Care Custody Control Coverage will not be furnished since we are not a Contractor.
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- Section 00 70 00 – General Conditions, Article 7, Item 7.06.A.1.b.1: Any required field measurements will be the responsibility of the Project Owner or the Contractor/Assignee.
- Section 00 70 00 – General Conditions, Article 7, Item 7.07: On advice of legal counsel, Lakeside cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. As a replacement, we can accept the following:

The Seller shall indemnify and hold harmless the Buyer, its administrators, officers, agents, employees, volunteers and servants, from and against all liabilities, claims, losses, damages, penalties, costs or expenses (including, but not limited to court costs and attorneys’ fees) for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this Agreement by Seller, its agents, or employees, but only to the extent of and in direct proportion to the liability of Seller or its agents or employees, as found by an authorized arbitrator or court of competent jurisdiction under the Law and Venue section of this agreement. Seller’s obligations under this indemnity, shall not extend to property damage or personal injury caused by the sole negligence or to the extent of any concurrent joint negligence or willful misconduct of Buyer, Buyer’s agents or employees, or third-party installers who are hired by Buyer to install or do work relating to any part of Seller’s equipment.

This paragraph holds true for all references to indemnification throughout the procurement contract.

- Section 00 70 00 – General Conditions, Article 9, Item 9.03.F: Lakeside obligations will include costs of the correction or removal and replacement of the non-conforming Goods; however, we will not be responsible for the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining Special Services from others.
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Should you have any questions regarding these clarifications and exceptions please contact this office.

Sincerely,

LAKESIDE EQUIPMENT CORPORATION



Dan Widdel
Regional Sales Manager



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: Fire Department Strategic Plan Contract
Meeting Date: February 17, 2022

Executive Summary:

The Fire Department has budgeted for 2022 having a consultant conduct a Strategic Plan in the amount of \$20,000. The current procurement policy adopted in 2009 requires a procurement plan for any professional services in excess of \$10,000. Staff researched options and has chosen Emergency Services Consulting International (ESCI) for a cost of \$16,350. These costs will be split 50/50 with Fire District 2.

Overview of Items:

Washington State does not require any specific procurement procedures for non-public works services (with the exception of engineering and architectural services). The City's requirements for the procurement of professional services in excess of \$10,000 require the City to prepare a procurement plan.

Procurement Plan

1. Interviewed other agencies regarding a consultant source for a strategic plan for a small volunteer fire department.
2. Reached out to Don Bivins in 2019 regarding a strategic plan for the fire department.
3. Revived the conversation in 2021 with Emergency Services Consulting International (ESCI), the company Don Bivins worked for, regarding the process and an estimate.
4. Notified of a purchasing co-op, NPPGov, to piggyback procurement of the consultant at a discounted rate.

Present Options to City Council

1. City council discussed process and options through the budget process and at the December 2021 council meeting with the Fire Chief.
2. City council to determine whether to award to preferred company.

Action Needed:

Approve Participating Agency Endorsement and Authorization for participation in National Purchasing Partners (NPPGov) Intergovernmental Cooperative Purchasing Agreement.

Approve Personal Services Contract with ESCI in the amount not to exceed \$16,350.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party’s procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies’ procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A “procuring party” is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.


THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date: _____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

PERSONAL SERVICES CONTRACT

This agreement made this ____ day of ____ 2022, by and between **City of Stevenson (Client)** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and *ESCI* hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct a **Strategic Plan(Project)**.
2. *ESCI* will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to *ESCI* the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay *ESCI* a sum not to exceed **Sixteen Thousand Three Hundred Fifty Dollars (\$16,350), including expenses**. Client shall pay *ESCI* according to the following schedule:
 - A. 10% due at contract signing
 - B. Monthly payments as work progresses
 - C. Payment shall be made within 30 days of receipt of invoice
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of Washington shall govern this agreement.
6. *ESCI* shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to *ESCI*. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.


9. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client and will not be under the direct control of Client. Because *ESCI* is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
10. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
11. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

City of Stevenson

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By:  _____ Title: Business Manager Date: 11/30/2021
Signature

Scope of Work



Stevenson Fire Department Washington

Proposal to conduct a

Strategic Plan

November 2021



Emergency Services
Consulting International

ESCI's Qualifications

ESCI Capabilities

Emergency Services Consulting International (ESCI) is an international firm providing specialized, high-quality professional fire, police, communications, and emergency medical services (EMS) consulting services to organizations throughout the United States and Canada. ESCI has been meeting the needs of emergency services agencies since 1976, and is considered by many to be the nation's leader in emergency services consulting.

Utilizing both full-time staff and over 60 expert field consultants nationwide, ESCI provides consulting services to municipalities; fire, ambulance, and hospital districts; non-profit organizations; and the industrial and commercial community.

ESCI is recognized as an expert in the field by the emergency services community. This is confirmed by our ongoing relationship with the *International Association of Fire Chiefs* (IAFC), the *Western Fire Chiefs Association*, the *National Fallen Firefighters Foundation*, the *National Volunteer Fire Council*, and the hundreds of clients we serve from coast to coast.

Since the beginning, ESCI has operated on the principles of honesty, integrity, and service. ESCI's philosophy is to maintain an active involvement within the emergency services disciplines and related fields—staying ahead of the rapid changes and issues facing our clients.

The mission of ESCI is to *provide expertise and guidance that enhances community safety*. We accomplish this by providing the highest value of consulting services and educational programs. ESCI utilizes a team of professionals committed to offering highly beneficial programs covering current and anticipated fire, police, communications, emergency management, and EMS issues and needs.

We provide a wide array of services, including organization audits and evaluations, cooperative effort and consolidation, health and safety evaluations; master, strategic, and growth management plans; deployment planning, hazard mitigation planning, executive searches, assessment centers, and customized consulting. ESCI has helped improve emergency services in hundreds of communities throughout the country. Our innovative training programs are improving the way organizations and people work.

ESCI encourages creative solutions to complex system dilemmas. The firm recognizes the cultural, economic, operational, legal, and political realities of the local environment. ESCI avoids pre-conceived biases in order to develop and implement creative and long-lasting solutions. In addition, ESCI equips its clients with the background, understanding, and confidence to tackle future problems as they arise.

ESCI's field associates have been active practitioners in their respective fields, with many involved in highly visible and responsible national leadership positions in fire/rescue services, EMS, and law enforcement. We understand your issues, challenges, responsibilities, and offer proven methods to improve your effectiveness.

ESCI at a Glance

- Mission: Provide expertise and guidance that enhances community safety.
- Established in 1976.
- Headquartered in Wilsonville, Oregon, with a corporate office in Virginia.
- Extensive fire and EMS consulting throughout the U.S. and Canada.
- Fifteen full-time employees, with expert field consultants located throughout the country.

The ESCI Advantage

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The *ESCI Advantage* includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your expectations.

ESCI Offices

In order to better serve our clients, ESCI maintains our Corporate Office in Virginia and a Headquarters Office in Oregon. The following is the contact information for each office, along with a complete organization chart.

Headquarters Office

Andrea Hobi, Business Manager

25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070

Phone: 800.757.3724 • Email: andrea.hobi@esci.us

Corporate Office

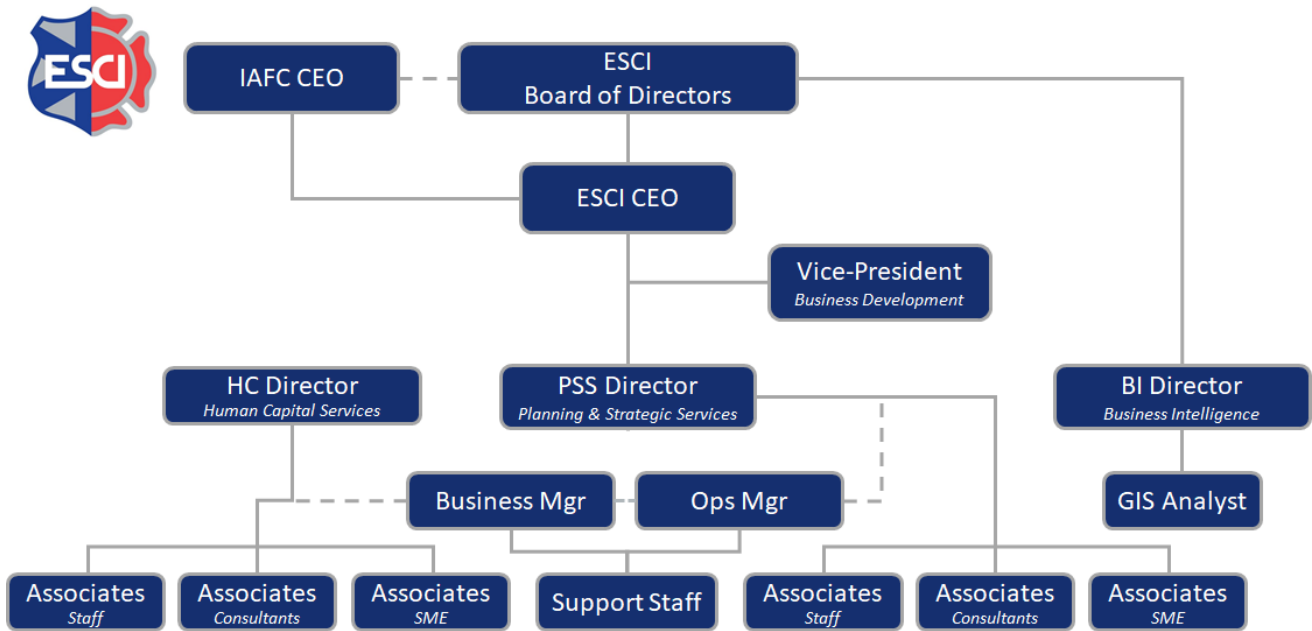
Mike Roth, Operations Manager

4795 Meadow Wood Lane, Chantilly, VA 22033

Phone: 703.506.9400 • Email: mike.roth@esci.us

ESCI Organizational Chart

The following is an organizational chart of Emergency Services Consulting International, which includes descriptions of our various positions and services.



Project Team Organization Chart

The following organization chart represents the team assigned to your project. Additional information about each member of the team will be found in the *Project Manager & Support Staff* section, including the project team assignments, individual qualifications, and resumes.



Project Manager & Support Staff

Project Team Assignments

Emergency Services Consulting International has assigned the following project team. All team members will be available for the duration of the project. Along with the project team, ESCI’s full-time staff will be available to assist on the project as needed. Detailed information on the background and qualifications of ESCI’s project team will be found on the following pages.

The selection and experience of the Project Manager are important to the success of this project. ESCI is offering a Project Manager who will:

- Assist in the development and coordination of a project work plan.
- Possess the ability to work closely with your representatives.
- Facilitate project team meetings to share project findings and ideas.
- Provide direction based on experience in similar situations, and knowledge of Community Risk Assessments, Standards of Cover, and Strategic Planning assessments.

Team Member	Project Assignments
<p style="text-align: center;">Sheldon Gilbert <i>Planning & Strategic Services Director</i> <i>Project Oversight</i></p>	<ul style="list-style-type: none"> • Project Oversight • Customer Primary Point of Contact • Assignment of Additional Team Members • Overall Project Management • Project Consulting • Strategic Plan Facilitator
<p style="text-align: center;">Richard Curtis <i>Associate Consultant</i></p>	<ul style="list-style-type: none"> • Strategic Plan Facilitation • Project Consulting

Project Team Qualifications

Sheldon



Position: Project Oversight

Experience: Over 35 years

Mr. Gilbert, retired Fire Chief of Alameda County, CA, is ESCI's Project Oversight. Sheldon ensures our scope of work, project team, and pricing fit the needs of your agency.

Mr. Gilbert began his fire service career in 1984 as a Firefighter with the Fairview Fire Protection District. In 1986, he was hired with the Eden Consolidated Fire Protection District. On July 1, 1993, he joined the newly formed Alameda County Fire Department (ACFD) where he ultimately promoted to the rank of Fire Chief. Prior to being a Firefighter, Chief Gilbert was an Alameda County Paramedic. He was instrumental in the creation and growth of the ACFD and established the Alameda County FD First Responder Paramedic Program.

Professional Experience

- Fire Services and Emergency Medical Services Consultant, Current
- Interim COO & Director of Business Development & Government Affairs, Paramedics Plus, 2012–2013
- Fire Chief Alameda County Fire Department, 2006–2012
- Deputy Fire Chief, Support Services Alameda County Fire Department, 1998–2006
- Assistant Fire Chief, Alameda County Fire Department, 1995–1998
- Firefighter, Engineer, EMS Director, Eden Consolidated/ACFD, 1985–1995
- Mobile Intensive Care Paramedic/EMT Allied/Regional Ambulance, 1983–1986

Educational Background

- Harvard Senior Executives in State and Local Government Program
- Executive Fire Officer National Fire Academy
- Bachelor of Science Degree in Business Management
- Certificate in Fire Science
- California State Fire Marshal Certified Fire Officer Training
- Mobile Intensive Care Paramedic

Relative Experience & Associated Professional Accomplishments

- International Association of Fire Chiefs
- California Fire Chiefs Association (CFCA)
- California Metropolitan Fire Chiefs Association
- CFCA Liaison to the California League of Cities
- American Ambulance Association
- California Ambulance Association
- 2012 State of California Emergency Medical Services Distinguished Service Medal
- 2011 California Professional Firefighter (CPF) Partnership for Success Award recipient
- 2011 California Fire Chief of The Year, California Fire Chiefs Association
- California Fire Chiefs Association President, 2006–2011
- Governor Appointed Chair for Blue Ribbon Task Force (California Fire Sieges)
- Governor Appointee, Fire Service Representative and Chair of the California EMS Commission
- California Fire Chiefs Legislative Director
- Lead on California Fire Chiefs response to Governor's Pension Reform Initiative

Richard Curtis



Position: Associate Consultant

Experience: Over 42 years

Working in both Oregon and Washington state, Richard provides a strong set of skills and experience in combination fire departments within Cities and Fire Districts. Richard's commitment is to provide expertise for the project team in accomplishing the scope of work at a price that fits the needs of your agency.

Richard Curtis began his career as a volunteer with the Hoodland Fire District, near Mount Hood, Oregon. After graduating from high school, Richard joined the department fulltime, working for 12 years and advancing his career as a paramedic and company officer. Richard was then hired by the City of Bonney Lake, located in Washington State, and served 5 years as a Battalion Chief, responsible for the management of EMS and Fire Prevention services.

Richard then accepted the position of Fire Chief for the City of Anacortes where he served in that position for 22 years. The department provided paramedic/transport services, providing a unique insight in EMS services. In 2018, he retired from the fire service and started his business as a consultant in emergency management and in work as interim Fire Chief for fire departments in transition.

Richard currently has two consulting contracts with the City of Anacortes. The primary contract is to enhance and improve the emergency management program for the community. Separately, Richard just completed a two year consultation to conduct a water system risk/resiliency study for the second largest water purveyor in Skagit County.

Since retirement, Richard has had the honor to serve as interim Fire Chief for the City of Astoria, Oregon, and South Pierce Fire & Rescue, near Tacoma Washington. These opportunities provide Richard the unique perspective and experience integrating within the organization, learning from the people, their processes, and providing recommendations and opportunities for improvement. After Richard completed his interim Fire Chief role with South Pierce Fire & Rescue, he was asked to consult with the district, as management's lead negotiator. This work involves impact bargaining for a leadership reorganization and a contract ratification for new positions.

Select Relative Professional Experience

- Curtis Emergency Services—Owner, 2018-Present
 - South Pierce Fire & Rescue—Lead Negotiator, 2020 (Jan)—Present
 - South Pierce Fire & Rescue—Fire Chief, 2019 (Sep)—2020 (Mar)
 - City of Astoria—Fire Chief, 2018 (Oct)—2019 (Mar)
 - Emergency Management Consultation
- City of Anacortes—Fire Chief, 1996–2018

Select Associated Professional Accomplishments

- Executive Fire Officer, 2016
- B.S. Fire Services Administration—Eastern Oregon University, 2009

Select Professional Affiliations

- Rotarian—Member from 1994–Present; Past President, 2004–2005
- Youth Dynamics—Board Chairman, 2008–2010

Project References & Experience

Project References

The following are several examples and references out of the hundreds of projects and studies previously

City of Pasco Fire Department (Washington)	
Project: Strategic Plan (Entirely Virtual)	Contact: Bob Gear, Fire Chief
Population: 70,560	Phone: 509-545-3426
Completed: October 2020	Email: GEARB@pasco-wa.gov
<p>Project Description: ESCI completed our first completely virtual strategic plan for the City of Pasco Fire Department in the midst of the 2020 COVID-19 pandemic. Like all strategic plans, this project consisted of an internal member survey, SWOT analysis, community forum, participating agencies forum, and an internal planning workshop. The strategic plan organized PFD's essential initiatives for the next 3–5 years.</p> <p>Major initiatives included Department Cohesion, Community Outreach, Operational Readiness, and Professional Development. The report is attached as an example at the end of this proposal.</p>	

Walla Walla Fire Departments (Washington)	
Project: Cooperative Services Study	Contact: Bob Yancey, Fire Chief
Population: 70,000+	Phone: 509-524-4620
Completed: 2020	Email: byancey@wallawallawa.gov
<p>Project Description: ESCI was retained by the Walla Walla Fire Department, College Place Fire Department, and Walla Walla County Fire District #4 to conduct a cooperative services study that would entail a potential consolidation of the three jurisdictions. ESCI provided several options but recommended that the agencies form a Regional Fire Authority.</p>	

King County Fire District #40 (Washington)

Project: Fire Service Options Analysis	Contact: Linda Sartnurak, Fire Commissioner
Population: 21,196	Phone: 206-650-3507
Completed: August 2020	Email: Lindasfd40@gmail.com

Project Description:
 This report evaluated the current services received by King #40 under contract from the Renton Regional Fire Authority (RFA), and determined the alternative options available to the District. The advantages and disadvantages of each potential partnership option were listed by type (merger, annexation, contract, stand-alone fire district) and by agency (Renton RFA, Puget Sound RFA, King #20, King #25, King #37, and King #43). The analysis determined that King #40 would pay significantly more than their current payment for services if they transitioned from Renton to any other partner. ESCI recommended that King #40 renegotiate a performance-based contract (with a sample provided) with the Renton RFA for the near term while the parties: a) worked to improve their relationship and trust; and b) developed a plan for the District to be annexed into the Renton RFA as a permanent solution (the steps for this were detailed in the report).

Tumwater & Other Fire Departments (Washington)

Project: Integration Feasibility Study	Contact: John Doan, Tumwater City Admin.
Population: ~224,450 population	Email: jdoan@ci.tumwater.wa.us
Completed: August 2019	Phone: 360-754-4120

Project Description:
 The City of Tumwater contracted with ESCI on behalf of six agencies who expressed a willingness to look at regional efforts to provide fire services. The fire departments partner with Thurston County Medic One to provide ambulance transport services, with several agencies providing the paramedics who conduct the transports. The six agencies are: Olympia, Tumwater, Lacey Fire District #3, East Olympia Fire District #6, McLane-Black Lake Fire District #9, and West Thurston Regional Fire Authority. Together, they serve over 224,450 citizens across a 384 square mile area. The area has a large urban core, surrounded by suburban areas transitioning to a large rural area. The departments are extremely diverse in their make-up and service levels, but have close working relationships.

ESCI’s findings demonstrated that four of the six agencies could conceivably integrate under a regional fire authority structure, with the remaining two agencies have the potential to integrate with each other once financial alignment occurs. Thus, there were two major recommendations: formation of an RFA for the four agencies including Tumwater, Olympia, Lacey FD #3, and East Olympia, and a later integration (merger or RFA) between McLane-Black Lake Fire District #9, and West Thurston Regional Fire Authority.

Aberdeen-Hoquiam Fire Departments (Washington)			
Project:	Integration Feasibility Study	Contact:	Tom Hubbard & Brian Shay
Population:	16,482/8,560 (Total 25,042)	Phone:	360-532-1254 & 360-538-3983
Completed:	September 2019	Email:	thubbard@aberdeewa.gov
Project Description:			
<p>Aberdeen Fire Department and Hoquiam Fire Department contracted with ESCI to conduct an Integration Feasibility Study. The fire departments provide ambulance transport services and are the two largest fire departments in Grays Harbor County. Together, they serve over 25,000 citizens across a 28.7 square mile area, serving a community suffering from stunted growth after the logging industry dried up in the region.</p> <p>The fire departments in many respects mirror each other, with each serving their constituencies with 2 staffed fire stations, operating 2 two-person engine companies, cross-staffing a ladder truck (each), and staffing transport medic units with ALS paramedics.</p> <p>ESCI's major recommendations include partnering with each other via a contract for a year or two as a cautious approach to integration; then pursuing either a municipal fire district formation (one city only, followed by annexation of the other), or a regional fire authority. The clients and their policy-makers seem to lean heavily toward a regional fire authority given that a neighboring agency (South Beach Regional Fire Authority) formed one successfully two years ago. Efficiencies include capturing the vacant fire chief and assistant chief positions in Hoquiam and sharing the shift battalion chief positions in Aberdeen, since HFD uses their engine captain at HQTRS to serve that dual role. Sharing the BCs increases staffing on the engine company without actually hiring more personnel. Currently, the AFD fire chief and assistant chief are sharing in the leadership of HFD until a final decision is made on the options.</p>			

Other Experience

The following are examples of ESCI's experience in providing consulting services to various organizations throughout North America. If requested, ESCI can provide more detailed information on any of the projects listed.

Project Category & Title	Organization	Location	Year
Agency Evaluations			
Agency Evaluation	Mesquite Fire Department	TX	2020
Agency Evaluation	Little York Fire Department	TX	2020
Fire Department Staffing Analysis	Santa Rosa Fire Department	CA	2020
Fire Department Evaluation	Yreka Fire Department	CA	2019
Regional EMS System Development	Henry & Jefferson Counties	IA	2019
EMS Agency Analysis	Catawba County EMS	NC	2018
Emergency Services Operations Analysis	Strathcona Emergency Services	Canada	2017
Fire/EMS Master & Strategic Plans			
Long-Range Master Plan	Rowlett Fire Department	TX	2020
Strategic Plan	City of Pasco Fire Department	WA	2020
Customer-Centered Strategic Plan	Smith County ESD #2	TX	2020
Strategic Plan	Port Ludlow Fire Department	WA	2019

Master Plan & Standards of Cover	Winnipeg Fire Department	Canada	2020
Master Plan	City of Rock Springs	WY	2020
Fire Rescue Master Plan	Marion County Fire Rescue	FL	2019
Strategic Plan	Central Pierce Fire Rescue	WA	2018
Fire Rescue Master Plan	Mountain View FPD	CO	2017
Airport Fire Services Master Plan	Dallas-Fort Worth Airport	TX	2017
Fire Services Master Plan	Brighton Area Fire Authority	MI	2017
Standards of Cover/CRA			
CRA/Standards of Cover	Garland Fire Department	TX	2020
CRA/Standards of Cover	Houston	TX	2020
CRA/Standards of Cover	Denton County	TX	2020
Standards of Cover/CRA	City of Santa Maria	CA	2020
Standards of Cover/CRA	Menlo Park	CA	2020
CRA/Standards of Cover	Rockwall	TX	2019
Standards of Cover/CRA	City of Salinas	CA	2019
Community Risk Assessment	Romulus Fire Department	MI	2019
Standards of Cover/Strategic Plan	Santa Rosa Fire Department	CA	2016
Cooperative Services & Consolidations			
Performance Review & Alternative Governance	North Tahoe and Meeks Bay FPD	CA	2018
Consolidation Feasibility Study & Service Review	Local Agency Formation Commission	CA	2018
Cooperative Efforts Feasibility Study	City of Santa Rosa & Rincon Valley FPD	CA	2016

Project Methodology, Understanding, & Scope of Work

Methodology

ESCI's methodology reflects our understanding of your expectations and our experience in working with emergency services organizations in communities of similar size and character throughout North America. Key elements of ESCI's methodology include:

- A clear understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well designed, and practical scope of work (SOW) and work plan that provide opportunities for ample stakeholder input.
- The utilization of the latest web-based communications technology, computer modeling, and geographic information systems (GIS).
- The commitment of adequate professional resources, and an ability to complete the project successfully by meeting or exceeding the outlined scope of work and deliverables within the desired period at a reasonable cost.
- The production of a written report that provides systematic observation, analysis, and recommendations for all components and organizational systems.

ESCI's project methodology is augmented by the utilization of web-based communication technology. We will utilize the Dropbox® application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout nearly every phase of the project.

ESCI can also conduct virtual meetings via web conferencing software. This capability allows the project team to display and review documents, maps, and illustrations in real-time, and provides the client with the opportunity to give immediate feedback to the project team. In addition to creating a more efficient work environment, the client benefits from lower travel costs by eliminating on-site reviews of draft documents.

Standards & Best Practices

Depending on the nature of the project, ESCI will apply local and regional standards; and relevant standards and criteria from the *National Fire Protection Association (NFPA)*, *Insurance Services Office (ISO)*, *Commission on Fire Accreditation International (CFAI)*, *Commission on Accreditation of Ambulance Services (CAAS)*, *Commission on Accreditation of Medical Transport Systems (CAMTS)*, applicable health and safety requirements, and state and federal regulations relative to the fire service, EMS, and other emergency services.

Effective Project Coordination & Management

When engaged, all work progress is measured against a work plan, timetable, budget, and deliverables. During the project, team members frequently confer to discuss progress as well as new or unanticipated issues. Our project management methodology ensures that services and activities are efficiently conducted and are focused, coordinated, and logical.

Strategic Planning Scope of Work

Phase I: Project Preparation

Task 1-A: Project Initiation & Scheduling

ESCI will develop a project plan and converse with the District's project liaison to gain a comprehensive understanding of the organization's background, goals, and expectations for the strategic planning process. The project plan will be developed identifying:

- Local strategic planning team composition and recruitment
- Strategic planning workshop format
- Schedule
- Location and other logistical issues
- Potential impediments and organizational issues

This meeting will also help to establish working relationships, make logistical arrangements, determine appropriate lines of communication, and finalize contractual arrangements. The final document will be available sixty (60) days following the completion of this phase satisfactory to both parties.

Phase II: Customer-Centered Environment Assessment

Task 2-A: Member Survey

In order to provide all internal personnel with an opportunity to participate in this data-gathering event, ESCI will work with the client to develop the internal survey. The survey will be designed by ESCI's project team and SCFD10 to gather detailed feedback related to several aspects of the members' priorities, opinions, and expectations related to the organization and its future.

To ensure respondent anonymity, ESCI will obtain survey responses confidentially. This will be accomplished using an internet-based survey accessible only by the intended participants. The survey results will be delivered directly to ESCI. ESCI's Quality Assurance Specialist will develop and produce an executive summary of the survey results, and the project manager will provide the results to the internal planning team, identifying trends and common themes.

Task 2-B: Public Meeting and Assessment of Customer Needs and Expectations

ESCI facilitators will assist the District in identifying external customers/key members of the community. Once identified, invitations will be mailed and ESCI will convene these external customers/community leaders for the purpose of addressing the issues outlined above and gaining a realistic view of external customer needs and expectations. The project team will organize these meetings after normal working hours to accommodate citizen work schedules. ESCI has found through experience that 80 to 90 percent of the invitees attend these sessions and actively participate. At a minimum, we recommend the representatives of this citizen focus group include, but not be limited to:

- Business owners
- Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)
- Prominent citizens in the community
- Members of civic organizations
- Media representative(s)
- Multiple citizens who have been actual recipients of fire and EMS services respectfully
- Representatives of neighborhood organizations and/or homeowner associations
- Representatives of non-profit organizations

- Representatives of local industry
- Other citizen-customers as identified by the strategic planning group

ESCI will facilitate these group meetings with the presence of one organization representative, usually a chief or chief officer, to act only as a technical resource and to answer questions that may arise that the facilitator is unable to answer. In addition to facilitating the session(s), ESCI may utilize surveys and questionnaires to gather necessary information. This step is critical, as it ensures that customer needs and concerns are incorporated into the strategic plan. More and more, the public is demanding the accomplishment of specific objectives and services with fewer resources. This step ensures that the public concerns are recognized by the organization and incorporated into the long-range strategic planning processes and arms influential members of the public with important background information about their public safety agency that they might not have been exposed to under normal circumstances.

The process will seek to identify:

- How customers prioritize the services provided by the organization
- Areas of customer concern about the organization
- Customer expectations
- Customers positive attributes of the organization
- How “good service” is measured by the customer

Phase III: Planning Workshop

ESCI will facilitate the development of an organizational strategic plan utilizing a local planning team (12 to 20 persons) that includes representatives of the elected body and various levels of the organization itself. The strategic planning process will involve a two-day strategic planning “retreat” to be held on consecutive days at an appropriate location within the community suitable for both full group sessions, as well as breakout small group work sessions.

Task 3-A: Vision, Mission, and Values

ESCI’s experienced facilitators will guide the local planning team in the development of meaningful vision, mission, and values:

- Vision statements describe the way the organization views itself in the future
- Mission statement describes the purpose for which the organization exists
- Values enumerate the principles or ideas that are important to the members

ESCI will facilitate discussions that ensure participation by all present in order to stimulate challenging thought processes, prevent tangential discussion, and move the group to consensus. Consensus identification of key internal standards creates the moral and practical guidelines of the organization.

Task 3-B: Internal and External Assessments

ESCI will guide the local planning group through the honest and objective assessment of internal issues and external challenges, also known as the SWOT Analysis.

Internal Assessment

- Strengths of the organization
- Weaknesses of the organization
- Opportunities facing the organization
- Threats challenging the organization

External Assessment

Analyzing the strengths, weaknesses, opportunities for, and threats to the organization is the next critical step in the strategic planning process. Strengths are important as they represent areas of the organization to be built upon, and weaknesses are areas to be identified as potential sources for improvement. Opportunities are vital to the future of the organization and should be viewed as positive prospects for growth and enhancement, while threats must be identified and addressed in advance, where possible. Other critical issues facing the District may be identified by the strategic planning group at this point as well. These may include issues that the strategic planning group identifies as issues critical to the health and success of the organization.

Task 3-C: Goals and Objectives

ESCI will direct the local planning team in the establishment of goals and objectives, critical tasks, and timelines that are imperative to the organization and the participation of individual members.

- Establishment of organizational goals that address the identified concerns of the external and internal customers over a one to five-year timeframe
- For each goal, the development of one or more measurable objectives that are written in such a manner as to describe the criteria by which an outcome is judged complete or successful
- Development of associated tasks for each goal and objective utilizing the format of identified measurable criteria
- Development of reasonable time for completion

Attainment of this task will be demonstrated by the establishment of realistic goals and objectives for the organization. In order to meet the mission of the organization, the establishment of these goals is essential to providing the organization and the individual members with a clear direction.

The goals and objectives established during this process will become management tools and should be updated on a continuous basis as priorities change and as specific goals and/or objectives are achieved. The goals and objectives can then be used to identify what has been achieved and to denote changes within the community and the organization. Fastidiously following these goals and objectives will provide the District with the necessary direction and guidance into the future. This should also support the District by reducing the number of impediments, disruptions, and uncertainties for the District and its members.

Task 3-D: Outcome/Performance Metrics

ESCI will direct the local planning team in discussions regarding establishing performance measures that assist the organization in measuring their progress toward the organizational vision. This will be an ongoing process, and may initially involve concepts of performance measurement that will require modifications in the collection of necessary data as the organization becomes more focused on measuring achievement and outcomes.

Phase IV: Published Strategic Plan Document***Task 4-A: Compose Draft Strategic Plan for Client Review***

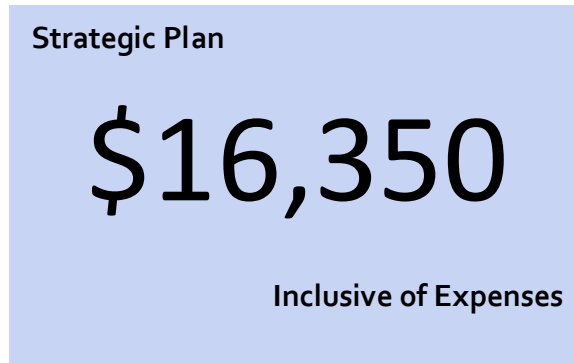
ESCI will develop and provide the client with a draft strategic plan electronically for review and comment. Any changes noted on the draft will be addressed by ESCI, which will then finalize the report.

Task 4-B: Publication of Final Strategic Plan Report

ESCI will produce ten publication-quality bound, final versions of the written Strategic Plan document. An electronic version of the document will also be provided. The final printed and bound reports and the electronic version will be shipped to the client via FedEx or a similar delivery method. If the client desires a public presentation of the strategic plan, the project manager will provide it for an additional fee as agreed to by the client.

Cost Proposal

Emergency Services Consulting International is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:



Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 120 days.
- ESCI Federal Employer Identification Number: 23-2826074.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.
- ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.

Appendix A: Disclosures & Practices

Conflict of Interest Statement

ESCI has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation. ESCI is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter. Neither ESCI nor anyone associated with ESCI has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, ESCI will immediately notify the client in writing.

Insurance & Litigation

ESCI is insured in excess of \$2,000,000. A copy of the ESCI liability insurance certificate is included in Appendix C. ESCI has no past and/or pending litigation or unresolved lawsuits.

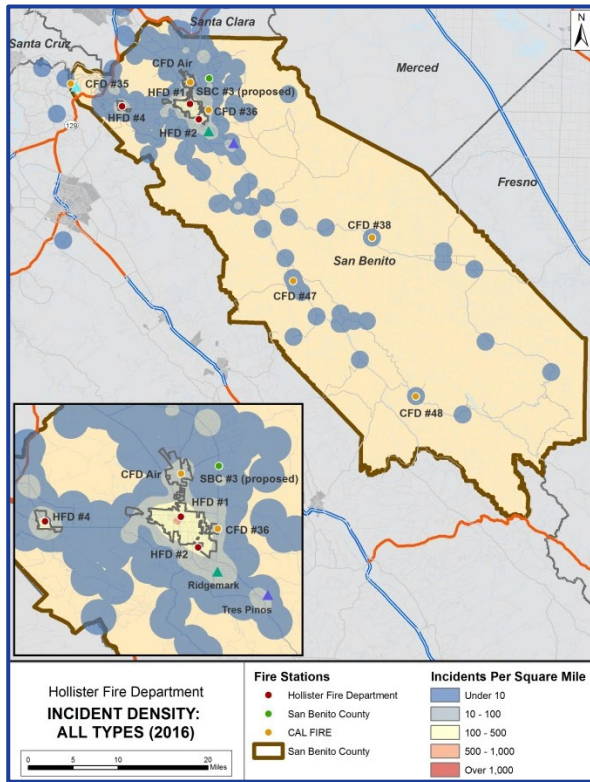
Employment Practices

ESCI is an equal opportunity employer. The company is guided by recognized industry standards, policies, and procedures. ESCI offers a wide range of employee benefits and ongoing training opportunities that has enabled ESCI to attract and retain quality consultants who are recognized as experts in emergency service organization, management, and service delivery. ESCI will not refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry, or handicap.

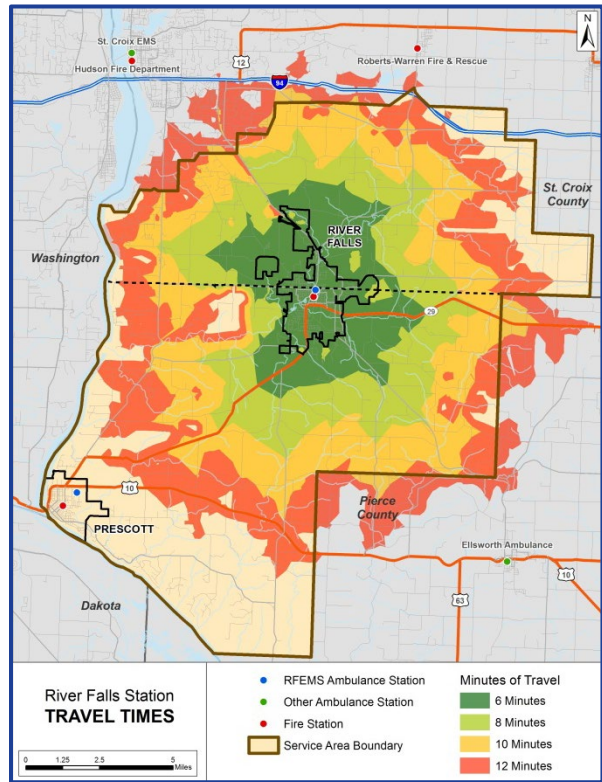
Appendix B: ESCI Examples of GIS Maps & Images

The following represents examples of GIS maps and other images created by ESCI for previous projects.

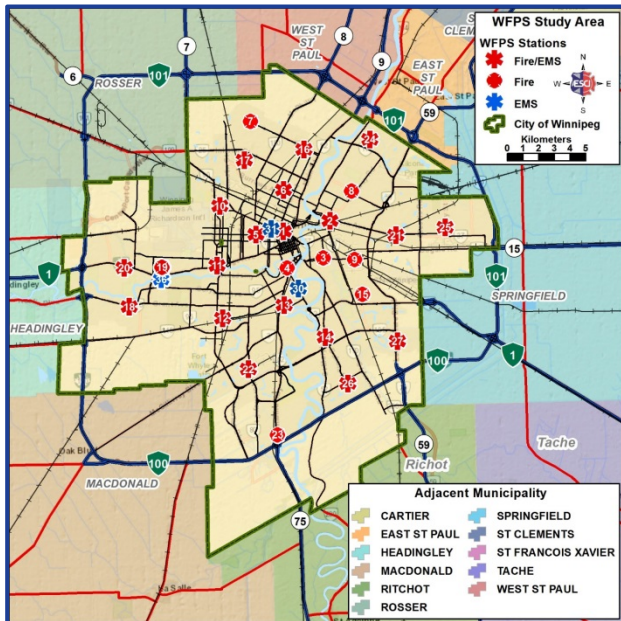
Incident Density Example



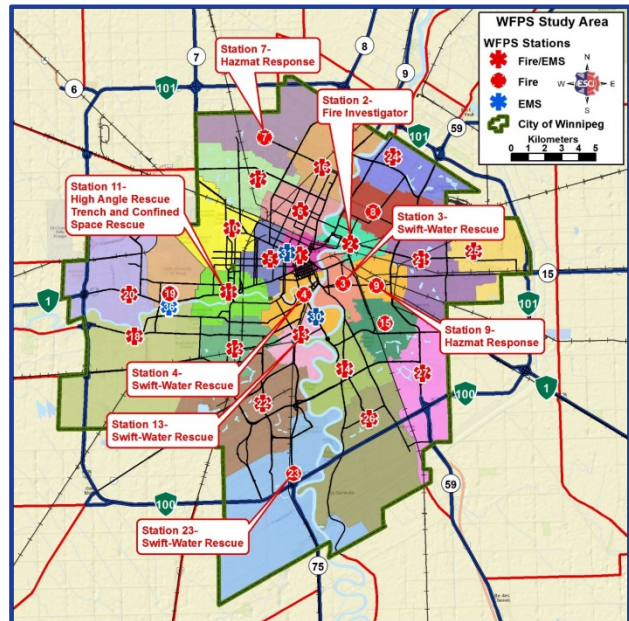
Travel Time Example



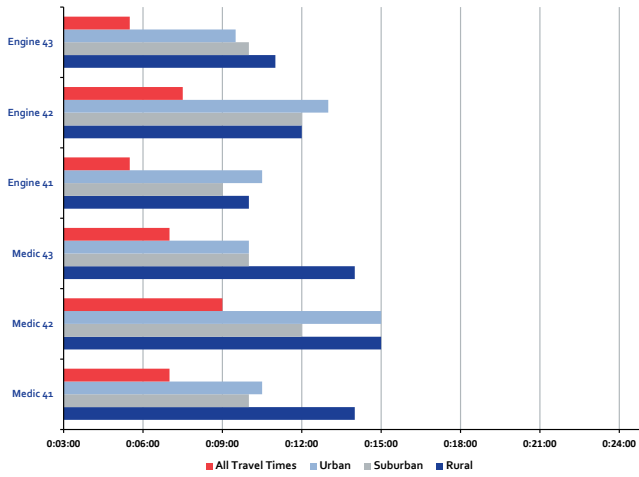
Study Area Example



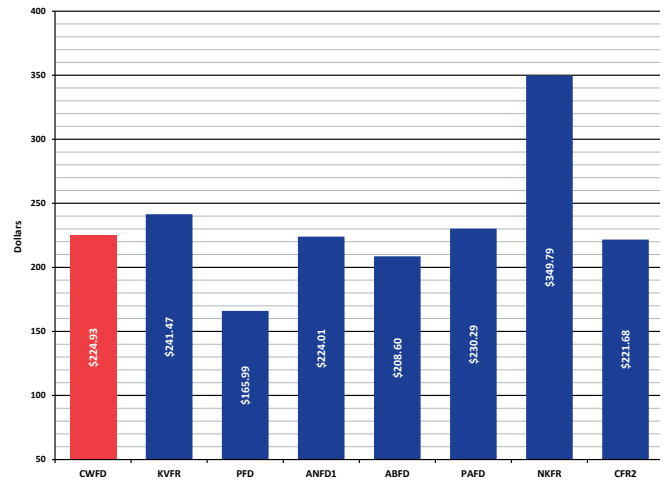
Special Incident Capabilities Example



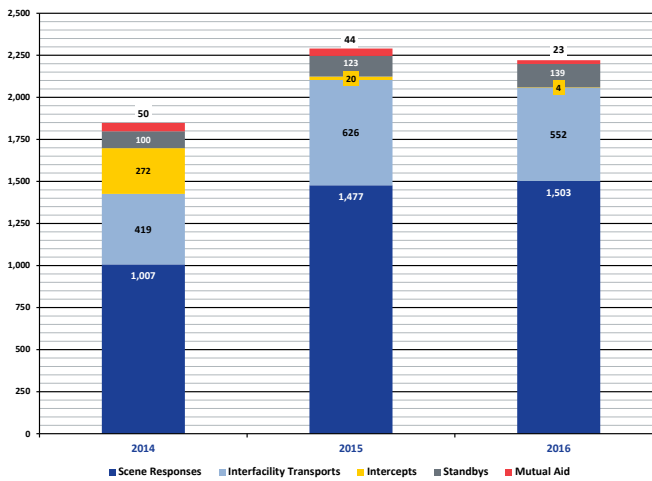
Travel-Time Chart Example



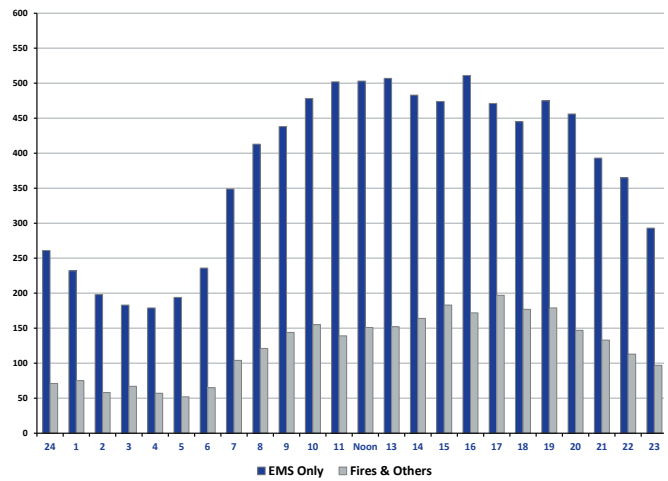
Cost Per-Capita Chart Example



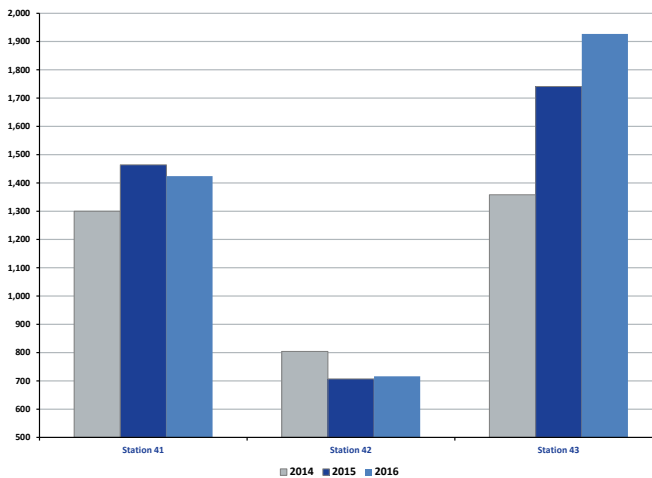
Medic Unit Incident Types Chart Example



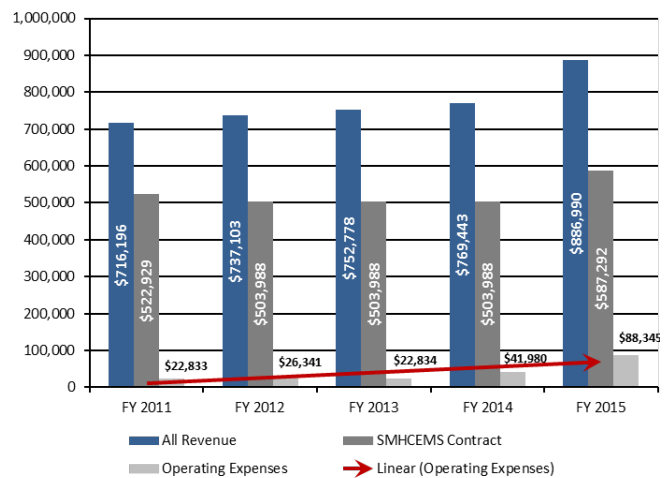
Call Types by Hour-of-Day Example



Service-Demand by Fire Station & Year



Budget Analysis Example



Appendix C: ESCI Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilson-Heirgood Associates 2930 Chad Drive PO Box 1421 Eugene OR 97440-1421		CONTACT NAME: Christie Montero PHONE (A/C, No, Ext): 541-284-5855 FAX (A/C, No): 541-342-3786 E-MAIL ADDRESS: cmontero@whainsurance.com PRODUCER CUSTOMER ID #: 22934	
INSURED Emergency Services Consulting International 25200 SW Parkway Avenue #3 Wilsonville OR 97070		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: SAIF Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 36196

COVERAGES **CERTIFICATE NUMBER:** 1104766079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHSD1110578	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHSD1110578	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB527573	1/1/2016	1/1/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	776036	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHSD1110578	1/1/2016	1/1/2017	Each Claim 2,000,000 Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Umbrella coverage does not apply to Professional Liability
 Fire Protection and Paramedic Services Strategic Plan

CERTIFICATE HOLDER City of Yucaipa 34272 Yucaipa Boulevard Yucaipa CA 92399	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/09)

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON COMMUNITY POOL DISTRICT**

FOR A \$40,000 LOAN FOR THE COMMUNITY POOL

THIS AGREEMENT dated February 17, 2022, is entered into between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and the **Stevenson Community Pool District**, a municipal corporation of the State of Washington, hereinafter referred to as "POOL DISTRICT" for City support of Pool District efforts to reopen the community swimming pool.

WHEREAS, Washington Statute RCW Ch. 39.34 provides any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies may enter Agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the Pool District has requested a short-term loan of \$40,000 to assist with reopening and operating the community pool (owned by the Stevenson-Carson School District); and

WHEREAS, the City has budgeted \$40,000 in the 2022 General Fund expenditure budget for support of the community pool, NOW, THEREFORE, BE IT RESOLVED, that the City and the Pool District through this Interlocal Agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Rate and Term of Loan.

- a. Subject to the terms and conditions set forth in this Agreement, the City agrees to loan the Pool District a sum not to exceed \$40,000.
- b. Pool District agrees to repay City or holder the sum of Forty Thousand and 00/100 dollars (\$40,000), plus interest thereon at the rate of two percent (2%) per annum, beginning on the execution of this Agreement and Promissory Note until paid in full as provided herein.
- c. The term of the loan shall not exceed two (2) years, with monthly principal and interest payments of \$1,701.61 to begin on 01/01/2023. Accrued interest of \$ 536.45 will be due and payable on or before the initial monthly payment. A final payment of the remaining unpaid principal balance plus any accrued interest is due and payable on or before the maturity date of December 31, 2024. The Pool District may prepay the principal amount or any part thereof without penalty.
- d. The loan may only be used to finance the reopening of the community pool. All financial records relating to this loan and its expenditure will be available for audit purposes by the City or state auditors upon reasonable request.

2. Borrower's Representation, Warranties and Covenants.

- a. The Pool District agrees to make, when due, all payments of any interest and/or principal in accordance with the contract.

- b. The Pool District represents and warrants that it has the legal power to enter into this contract and to exercise its rights and perform its obligations under the contract.
- c. The Pool District agrees that it will use the proceeds of the loan for the purposes of reopening and operating the Stevenson Community Pool only.
- d. The Pool District agrees that this indebtedness is a general obligation of the Pool District.
- e. The Pool District acknowledges that this Agreement shall not be construed as permitting the Pool District to exceed any public debt limitation established by statute, constitutional provision or otherwise, and the obligation created by this loan to the Pool District shall be included in the total constitutional debt obligation of the Pool District.
- f. The Pool District further agrees that this loan constitutes a full faith and credit debt obligation of the Pool District and the Pool District's obligation to repay the loan is unconditional.
- g. The Pool District agrees that nothing in this section shall absolve the Pool District of its obligation to repay the loan when due, and to adjust taxes, rates, fees, or surcharges if necessary to meet its obligations under this Agreement.
- h. The Pool District agrees that it will comply with all applicable state, federal, and local laws regulations, and requirements.

3. Loan Disbursement Provisions.

The City will reimburse the Pool District up to \$40,000 for pool maintenance and operation under this Agreement when the following terms and conditions have been met:

- a. The Pool District and City have executed this Interlocal Agreement
- b. The Pool District has submitted an invoice to the City requesting disbursement of the loan proceeds.

4. 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. POOL DISTRICT's obligation to repay the loan and interest, however, shall survive any claimed default on the CITY's part.

5. 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. POOL DISTRICT's obligation to repay the loan and interest shall survive termination under this section.

6. Financial Records. The Pool District 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.

7. Status of Pool District. It is hereby understood, agreed and declared that the Pool District 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.

8. Insurance and Liability. Pool District 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.

Pool District 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 Pool District employees, agents, contractors, subcontractors or other representatives.

9. Assignment/No Third Party Beneficiary. This Agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party. The parties designated herein are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect, or otherwise, to any other party or person unless that party or person is individually identified by name herein with the express and stated designation as an intended beneficiary of the terms of this Agreement.
10. 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.
11. Equal Opportunity and Compliance with Laws. Pool District shall not discriminate against any employee employed under this Agreement because of race, color, religion, age, sex or national origin. Further, Pool District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this Agreement.
12. 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.
13. 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.
14. Certification of Authority. The undersigned certify that the persons executing this Agreement on behalf of City and Pool District have legal authority to enter into this Agreement on behalf of City and Pool District respectively and have full authority to bind City and Pool District in a valid Agreement on the terms herein.
15. Interlocal Cooperation Act Statement. This is an interlocal Agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this Agreement is February 17, 2022 to December 31, 2024.
- b. Organization. No new entity will be created to administer this Agreement.
- c. Purpose. The purpose is to support efforts by the Pool District to reopen and operate the Stevenson Ceommunity swimming pool.
- d. Manner of Financing. The parties intend to finance this Agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in Section 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- g-h. No real property is contemplated to be acquired, held, or disposed of pursuant to this Agreement. Personal property will be administered in accordance with the terms stated herein.
- h-i. Filing. Prior to its entry into force, this Agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this Agreement as of the date first set forth above.

STEVENSON COMMUNITY POOL DISTRICT:

Pool District ~~Chair~~President

CITY OF STEVENSON:

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney



City of Stevenson

Planning Department

(509)427-5970

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

TO: Planning Commission
FROM: Ben Shumaker
DATE: February 14th, 2022
SUBJECT: Zoning Code Amendment – SR District Setback Caveats

Introduction

The City has received an application to amend the text of the Zoning Code (Attachment 1). The proposal addresses the rear and side yard setback requirements of the SR Suburban Residential District (Attachment 2). The proposal was introduced to the Planning Commission at its October 11th, 2021 regular meeting, where public involvement expectations were established (Attachment 3) and a public hearing was held at the December 13th, 2021 regular Planning Commission meeting. While amending the text applicable to the SR District, the Planning Commission may also codify a 2019 interpretation prohibiting self-storage units.

This memo reviews the requested amendment, the public comments received on the proposal, and allows the Planning Commission to continue evaluating the proposal. A Decision Tree for action involves:

- Decision Point #1 – Are refinements to the proposal necessary?
 - Decision Point #2 – If refinements are necessary, should the Planning Commission continue evaluating the proposal submitted?
 - Decision #3 – If refinements are necessary and the Planning Commission continues evaluating the proposal, what methods of Public Involvement are appropriate for the refined proposal?
 - Decision #4 – If refinements are necessary and the Planning Commission continues evaluating the proposal, who is responsible for undertaking the Public Involvement methods selected?
 - Decision Point #5 – If refinements are necessary, should the Planning Commission continue evaluating the interpretation as issued?
 - Decision #6 – If refinements are unnecessary, does the Planning Commission recommend City Council adoption of the proposal?
 - Decision #7 – If refinements are unnecessary and the Planning Commission recommends adoption, what methods of Public Involvement are appropriate to check-in with the public on the proposal?
 - Decision #8 – If refinements are unnecessary and the Planning Commission recommends adoption, who is responsible for the Check-in methods selected?

This decision tree is incomplete and does not contemplate all potential courses of action. Refer to the attached project-specific flow chart for conscientious public involvement.

Proposed Amendment

The proposed amendment would modify SMC Table 17.15.060-1 Residential Dimensional Standards. The current text of the table is included below. The SR Suburban Residential District is largely located on the west side of Rock

Creek where the recent Angel Heights and Hidden Ridge subdivisions have been constructed. Additional parcels carry this designation on the east side of Rock Creek. These parcels are located on the periphery of city limits and at higher elevations where water service is difficult.

District	Maximum Height of Building	Minimum Setbacks				
		Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot
R1	35 ft	20 ft	5 ft	15 ft	20 ft ¹	20 ft
R2	35 ft	20 ft	5 ft	15 ft	20 ft ¹	20 ft
R3	35 ft	10 ft ^{3,4}	5 ft ²	15 ft	20 ft ¹	20 ft
MHR	35 ft	30 ft	15 ft	20 ft	20 ft ¹	20 ft
SR	35 ft	30 ft	15 ft	20 ft	20 ft	20 ft

1-5ft for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less
 2-A 10-foot setback is required when adjacent to an R1 or R2 district.
 3-See also SMC 17.15.130.B.3.
 4-However, no structure shall be located within a pedestrian visibility area (SMC 17.10.632).

The darkest shaded cells of the table show where the changes are being requested. The lighter shading provides context within and between zones. The proposal would apply Note 1 to the Minimum Interior Site Setback and the Minimum Interior Lot Rear Yard Setback.

Conscientious Public Involvement

To ensure any proposed changes to the Zoning Code incorporate public input and occur within a manageable timeline, the Planning Commission’s bylaws include expectations for public involvement. On October 11th, the Planning Commission chose to 1) hold a public hearing on the proposal, 2) provide a press release about the proposal, and 3) mail a flyer to each property owner within and adjacent to the SR District. Tonight’s public hearing was advertised in the December 1st and 8th. printings of the *Skamania County Pioneer*. A “news in brief” about the discussion appeared in its December 1st printing. Flyers were mailed on December 1st and February 5th. The text of the original flyer was vague, based on an example from the bylaws and was printed on bright green paper stuffed into a white envelope. The text of the second flyer was specific and included links to the website. This flyer used white paper stuffed into a white envelope.

Several recipients of the letters contacted City Hall via phone or email to inquire about the proposal. One provided written support. An additional written comment was supplied by a co-applicant for the request, clarifying current residency within the affected district (Attachment 4).

Comprehensive Plan Context

Guidance and guardrails relating to the review of this change are present in the Comprehensive Plan. An incomplete selection of relevant components:

Community & Schools

- 1.2 Provide opportunities for citizens to participate and express their views to City officials.
 - 1.2-1 Solicit and use citizen knowledge and ideas in the development of City policies, goals, and objectives.
 - 1.17 Provide a clean, visually attractive community.

Urban Development

- 2.1 Protect the natural and scenic qualities of the area by regulating land use and carefully managing urban change.
- 2.4 Establish landscaping standards and guidelines.
 - 2.4-2 Consider developing landscaping guidelines for residential areas.

- 2.12 Facilitate and encourage the use of innovative building types and land development patterns that encourage conservation of energy and other resources.
- 2.13 Establish standards for urban development that encourage mixtures of land uses and intensities.
- 2.14 Ensure development review processes are prompt, predictable, open, and uncomplicated.
- 2.15 Minimize the impacts of abutting conflicting land uses by subjecting the more intensive land use or the site being developed to special site development standards.

Housing

- 3.1 Periodically review and revise land development regulations for residential areas to accommodate changing social and economic needs of residents.
- 3.2 Encourage a range of residential land uses, housing sizes, types, and price ranges and establish appropriate development criteria.
- 3.7 Ensure major residential developments and high density residential areas provide adequate open space and recreation areas.
- 3.8 Review all development proposals for compatibility with surrounding established residential areas. Policies related to land use, transportation, public facilities, and utilities should seek to maintain and enhance the quality of these areas.

Self-Storage Unit Interpretation

Self-Storage Units are not a listed use in the table at SMC 17.15.040. Unlisted uses are generally considered prohibited, however SMC 17.12.020 allows the Planning Commission to interpret whether such unlisted use would have been allowed had it been considered when the Code was adopted. In 2019, the Planning Commission was asked to interpret the allowance of Self-Storage Units in the SR District and concluded they would not have been allowed (Attachment 5). The interpretation process asks the City to periodically update the Code to codify past interpretations. An amendment to the text of the SR District regulations presents an opportunity to do so.

Zoning Context

When originally implemented as part of the 1975 Zoning Ordinance, the development standards for the SR zone contained no provisions for lots served by both public water and sewer. As sewer was extended into those areas, lot sizes were no longer dependent on septic system installation. The 1994 Zoning Ordinance added some new provisions to account for the new possibilities. These provisions were modified in 1996 to increase lot dimensions when both water and sewer were unavailable. In 2008, maximum lot coverage was increased for lots served by both water and sewer. In 2013 an apparent—but important—typo was corrected changing the *maximum* lot area to *minimum* lot area. In 2017, the code was reformatted but maintained the previous regulations.

Prepared by,

Ben Shumaker
Community Development Director

Attachment

1. Application
2. Zoning Map
3. Public Involvement Framework
4. Written Comments
5. ZON2019-02 Interpretation Decision



ZONING CHANGE APPLICATION

PO Box 371 Stevenson, Washington 98648

Phone: (509)427-5970 Fax: (509)427-8202

Request:

- Intent to Rezone
- Map Boundary Change
- Text Amendment

Applicant/Contact: KATHRYN SIMPSON
 Mailing Address: 1180 NW IMAN LOOP RD, STEVENSON WA 98648
 Phone: 503-358-5174 Fax: _____
 E-Mail Address (Optional): tammerkat@gmail.com

Property Owner: KATHRYN SIMPSON & TAMMY BRAATEN
 Mailing Address: 1180 NW IMAN LOOP RD, STEVENSON, WA 98648
 Phone: 503-358-5174 Fax: _____

If There are Additional Property Owners, Please Attach Additional Pages and Signatures as Necessary *

Subject Property Address (Or Nearest Intersection): 1180 NW Iman Loop Rd 98648
Tax Parcel Number: _____ **Current Zoning:** SR
Lot Size: _____ **Proposed Zoning:** SR w/footnote

Brief Narrative of Request:
We request a 5 foot setback for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less, from the Rear Interior and Side interior property lines

Water Supply Source: City **Sewage Disposal Method:** Sewer

I/we hereby provide written authorization for the City to reasonably access to the subject property to examine the proposal and carry out the administrative duties of the Stevenson Municipal Code.

I/we hereby certify my/our awareness that application fees are non-refundable, there is no guarantee that a permit will be issued, and that any permit issued as a result of this application may be revoked if at any time in the future it is determined that the statements in support of this application are false or misleading.

Incomplete applications will not be accepted. • Please ensure that all submittals are included

Signature of Applicant: Kathryn Simpson **Date:** 9/13/2021

Signature of Property Owner: Kathryn Simpson & Tammy Braaten **Date:** 9/13/2021

For Official Use Only:
 Date Application Received _____ • Date Application Complete _____



SUBMIT TO:
 City Hall
 7121 NE Loop Road

Zoning Change Submittal Requirements

Zoning Amendments are permitted according to the criteria and procedures in SMC 17.48 and SMC 17.50. Zoning Amendments are reviewed by the Planning Commission, which makes a recommendation to the City Council.

The following information is required for all Zoning Change Applications. Applications without the required information will not be accepted. Site plans are to be prepared by a qualified professional, submitted on 8½"x11" or 11"x17" paper, and drawn to a standard engineering scale (e.g. 1"=10', 1"=20', ¼"=1', etc.).

- Application Fee (Amount: \$1500 Date: _____ Receipt #: _____)
- Completed and Signed Zoning Change Application
- Copies of the Property Title or Other Proof of Ownership
- Descriptions of Any Existing Restrictive Covenants or Conditions
- Two (2) Copies of a Site Plan, Clearly Showing the Following:
 - The Location and Dimensions of All Existing and Proposed Structures
 - A North Arrow and Scale
 - The Location and Dimensions of Any Drainfields, Public Utilities, Easements, Rights-of-Way or Streets within or Adjacent to Any Affected Lot
 - The Location and Dimensions of All Parking Areas
 - The Existing Zoning of All Adjacent Lands
- A Letter Requesting the Desired Zoning Amendment and Stating the Reasons for the Request
- A List of the Names and Mailing Addresses of All Property Owners Within 300 Feet of the Subject Property (Obtainable Through the Skamania County Assessor's Office)

- ALL PROPERTIES W/ SR DISTRICT

ZONING CHANGE APPLICATION

HIDDEN RIDGE SUBDIVISION, STEVENSON WA 98648

As homeowners in the Hidden Ridge Subdivision*, we request that the residential dimensional standards (setbacks) be changed to 5 feet for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less. We request this change for the Rear, Interior lot and for the Side, Interior property lines. Under the current setbacks, the small size and various shapes of the lots make the addition of a small outbuilding, such as a shed, problematic.

After the footprint of the house is determined, there is a limited area left for a shed on these small lots, under the current setbacks. Several homeowners have steep terrain along their Rear lot line, and only have space on the side of their house for a shed. Given the current Side, Interior setbacks, they are left without any reasonable options. There are several lots that are pie shaped or with angled lot lines, making the placement of a shed under the current setbacks extremely limited**.

For these reasons, we believe that our request is reasonable and appropriate. Thank you for considering our request,

Kathryn Simpson & Tammy Braaten

Lot 5, Hidden Ridge Subdivision

*See attached list of Hidden Ridge property owners.

**See attached site example, and subdivision schematic.

REFERENCES

City of Stevenson-Code of Ordinances-Title 17. 17.15.060 Residential Dimensional Standards

Table 17.15.060-1

Footnote 1. 5 ft for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less

List of Property Owners Requesting Zoning Change

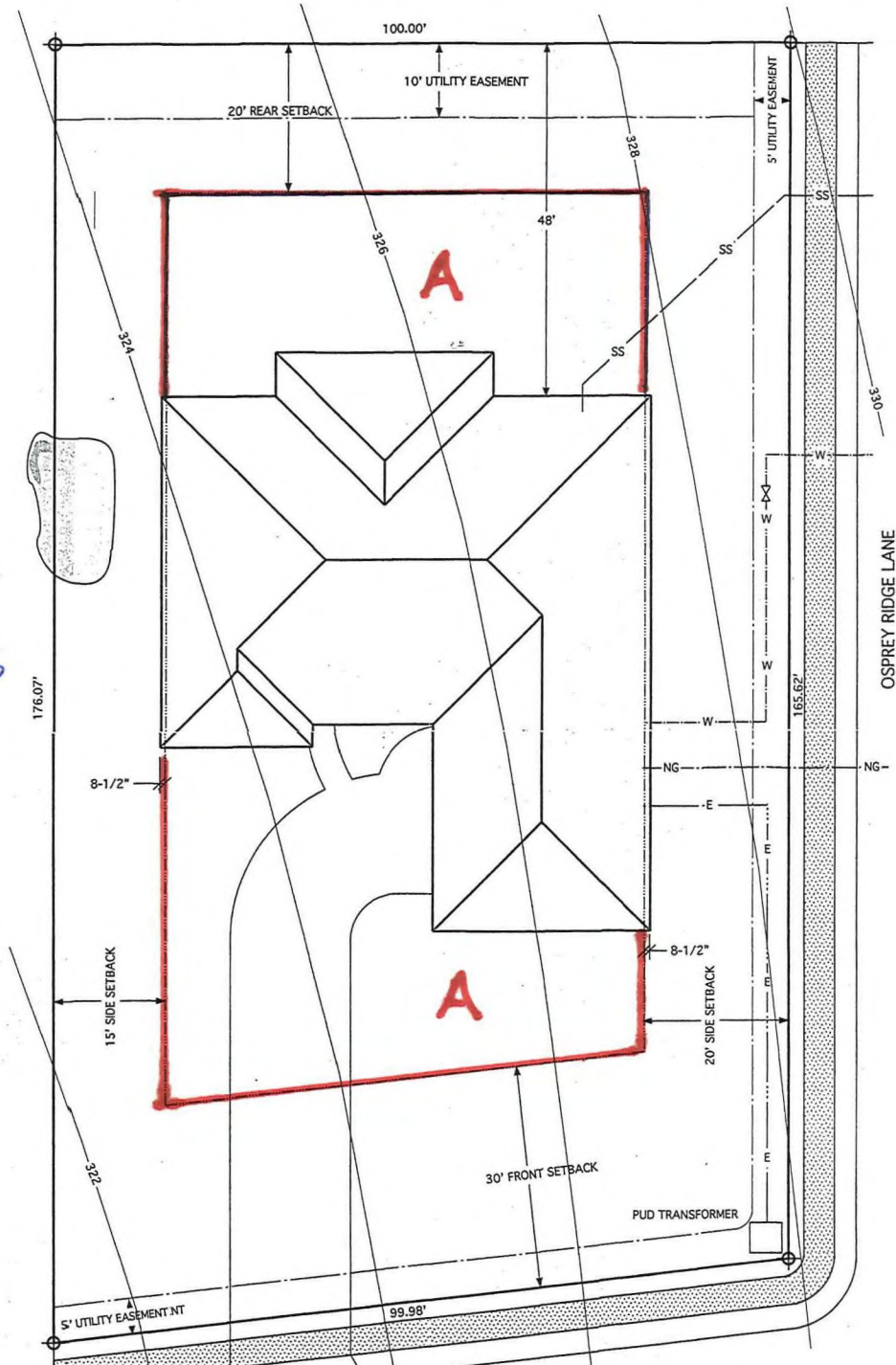
1. Kathryn Simpson & Tammy Braaten, 1180 NW Iman Loop Rd, Stevenson, WA 98648
2. Terri Crotteau, 1164 Iman Loop Rd, Stevenson, WA 98648
3. Linda Lawing, 1142 Iman Loop Rd, Stevenson, WA 98648
4. Janette Skarda & Chris Burzio, 3400 Cherry Dr, Hood River, OR 97031
5. Mary Shaima, PO Box 736, Stevenson, WA 98648
6. Patricia Price, PO Box 905, Stevenson, WA 98648
7. Julie Skarda & Ellen Byrne, 687 S. Elizabeth St, Maple Park, IL 60151
8. Hoby & Mariza Hansen, 146 NW Falcon Ct, Stevenson, WA 98648
9. Marsha Hamilton, PO Box 2, Stevenson, WA 98648
10. Anne Keese, 317 N 47th CIR, Camas, WA 98607
11. Gregg & Marcia Leion, 20638 Sierra Dr., Bend, OR 97701

HIDDEN RIDGE SUBDIVISION

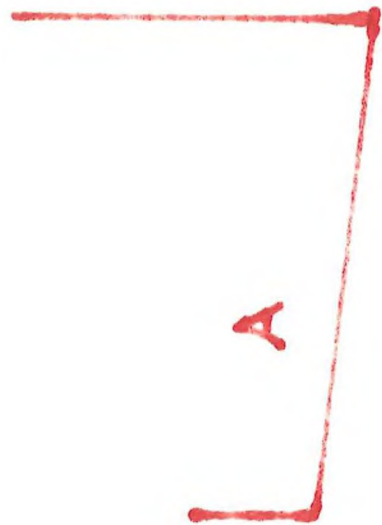
Site example

1180 NW Iman Loop Rd
Lot #5

A. The area available
for residential outbuildings
under current zoning.

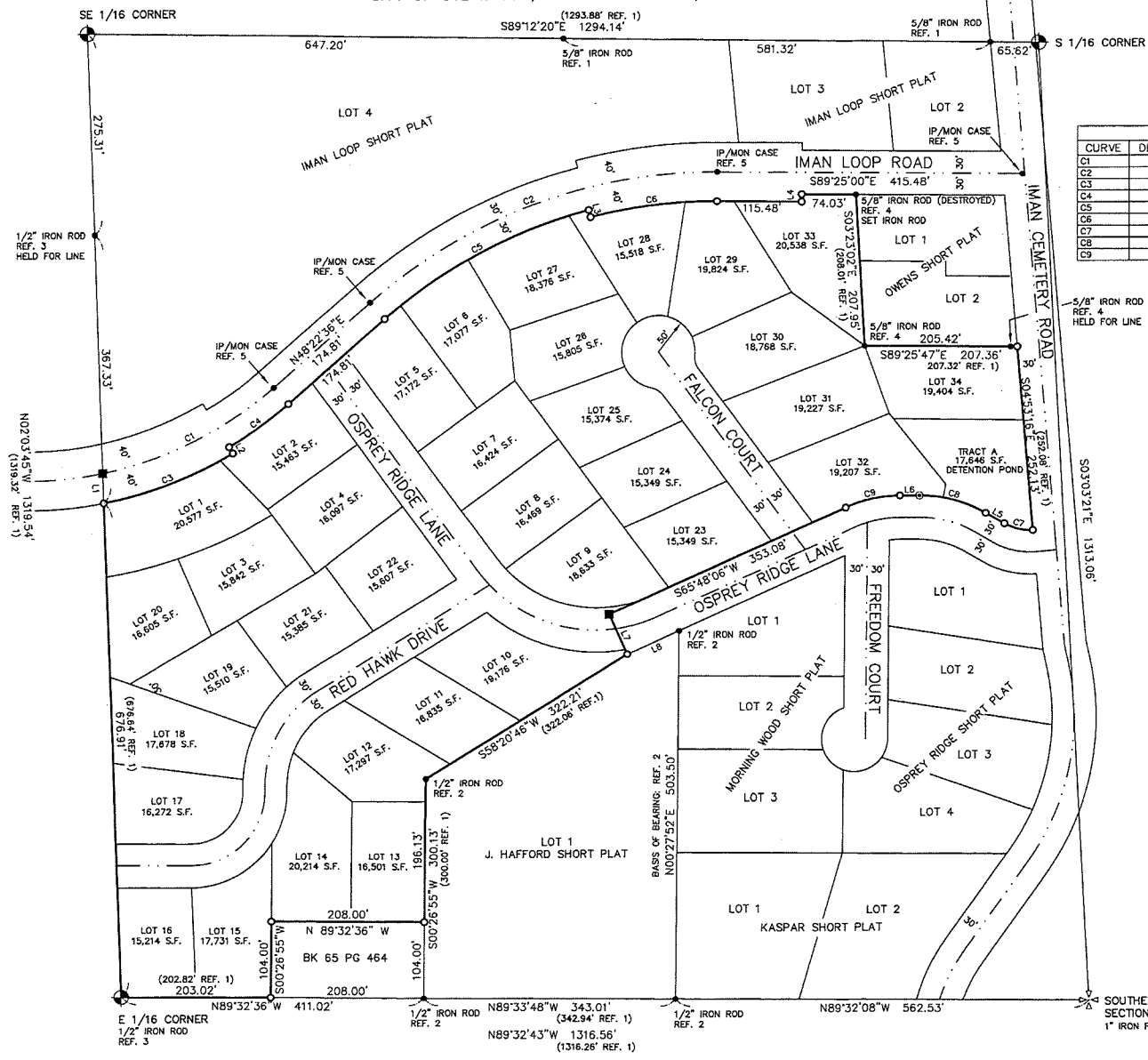
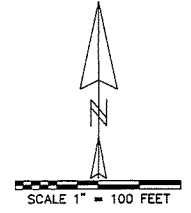


- DIR
- 1 - f
- 2 - l
- 3 - f
- 4 - f
- 5 - l
- 6 - l
- 7 - l
- (



HIDDEN RIDGE SUBDIVISION

SE 1/4 OF SECTION 35, T3N, R7E W.M.
CITY OF STEVENSON, SKAMANIA COUNTY, WA



CURVE TABLE						
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	30°06'08"	500.00	262.89	134.45	259.68	N63°24'41"E
C2	42°12'24"	700.00	515.65	270.15	504.07	S69°28'48"W
C3	20°01'49"	540.00	189.78	95.36	187.82	N69°10'13"E
C4	10°46'43"	530.00	99.70	50.00	99.56	N63°45'58"E
C5	27°06'12"	670.00	316.94	161.49	313.99	S61°55'42"W
C6	15°06'11"	660.00	173.98	87.50	173.47	S83°01'54"W
C7	32°32'36"	78.00	40.31	20.73	39.75	S78°29'42"E
C8	22°53'59"	180.00	94.25	48.23	93.17	N75°00'00"W
C9	24°11'54"	180.00	76.02	38.59	75.46	S77°54'03"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.51	N02°03'45"W
L2	10.00	N32°29'40"W
L3	10.00	S14°31'12"E
L4	10.00	N00°31'01"E
L5	29.35	N60°00'01"W
L6	26.55	N90°00'00"W
L7	60.00	S24°11'54"E
L8	77.24	S65°48'06"W

LEGEND

- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "WYEAST SURVEYS PLS 29288"
- SET BRASS SCREW IN ROCK
- FOUND MONUMENT AS NOTED
- CALCULATED POSITION



SHEET 2 OF 4

WYEAST SURVEYS
KEVIN DOWD
4399 WOODWORTH DRIVE
MT HOOD, OR 97041
(541) 352-6065

HIDDEN RIDGE SUBDIVISION

SE 1/4 OF SECTION 35, T3N, R7E W.M.
 CITY OF STEVENSON, SKAMANIA COUNTY, WA

LEGAL DESCRIPTION

LOT 1, IMAN LOOP SHORT PLAT, AFN 2006160461
 LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35
 TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN
 IN THE CITY OF STEVENSON, COUNTY OF SKAMANIA AND STATE OF WASHINGTON

SUBJECT TO:
 DEED BOOK 32 PAGE 331, RECORDED APRIL 4, 1949
 DEED BOOK 41 PAGE 99, RECORDED FEBRUARY 6, 1956
 DEED BOOK 62 PAGE 441, RECORDED DECEMBER 8, 1970
 DEED BOOK 122 PAGE 481, RECORDED MARCH 11, 1991
 DEED BOOK 207 PAGE 674, RECORDED MARCH 19, 2001
 AFN 2005159180, RECORDED OCTOBER 21, 2005
 AFN 2006160461, RECORDED FEBRUARY 3, 2006
 AFN 2015001790, RECORDED AUGUST 25, 2015

REFERENCES

1. IMAN LOOP SHORT PLAT, AFN 2006160461
2. J. HAFFORD SHORT PLAT, AFN 110935
3. BK 1, PG 146 OF SURVEYS
4. OWENS SHORT PLAT, AFN 2004151958
5. CRP 70-38 AND CRP 71-8
6. OSPREY RIDGE SHORT PLAT, AFN 2005159290
7. MORNING WOOD SHORT PLAT, AFN 2005159291

INDEX

- SHEET 1. NOTES, VICINITY MAP AND APPROVALS
 SHEET 2. PLAT BOUNDARY
 SHEET 3. LOTS 1-4 AND LOTS 10-22
 SHEET 4. LOTS 5-9 AND LOTS 23-34

THIS SUBDIVISION COMPLIES WITH CITY REQUIREMENTS AND IS APPROVED SUBJECT TO ANY SPECIAL CONDITIONS INSCRIBED HEREON AND SUBJECT TO BEING RECORDED WITH THE SKAMANIA COUNTY AUDITOR'S OFFICE.

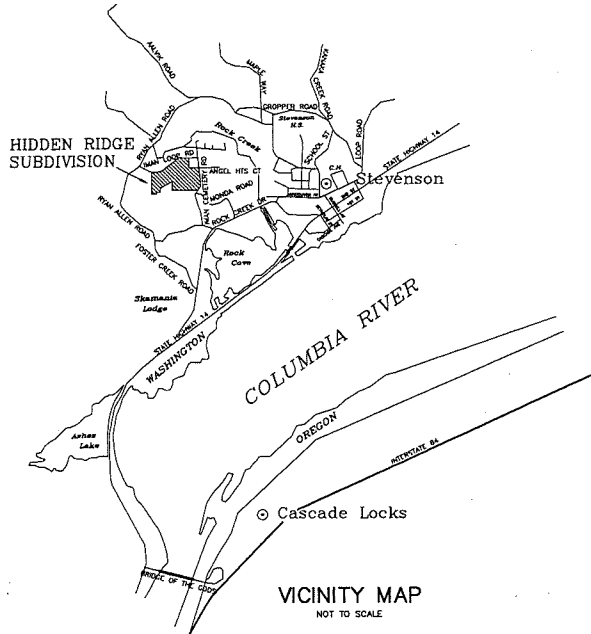
SPECIAL CONDITIONS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIDDEN RIDGE
 RECORDED MAY 18, 2007 AS AFN 2007166154

ROADWAY/DRAINAGE MAINTENANCE AGREEMENT
 RECORDED NOVEMBER 13, 2017 AS AFN 2017002369
 AGREEMENT BETWEEN LOTS 29 AND 33

ROADWAY/DRAINAGE MAINTENANCE AGREEMENT
 RECORDED NOVEMBER 13, 2017 AS AFN 2017002370
 AGREEMENT BETWEEN LOTS 13 AND 14

ROADWAY/DRAINAGE MAINTENANCE AGREEMENT
 RECORDED NOVEMBER 13, 2017 AS AFN 2017002371
 AGREEMENT BETWEEN LOTS 3, 19, 20 AND 21



NOTES

PLAT AREA = 16.101 ACRES
 PUBLIC EASEMENTS ARE AS NOTED. ALL OTHER EASEMENTS ARE PRIVATE.

LAMPLIGHT CAPITAL AND ASSET MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS VESTED OWNER CERTIFIES AND ACKNOWLEDGES A TWO (2) YEAR WARRANTY ON ALL HIDDEN RIDGE INFRASTRUCTURE FROM DATE OF PLAT RECORDING.

EACH INDIVIDUAL LOT TO PROVIDE TWO (2) OFF STREET PARKING SPACES EXCEPT FOR LOTS 1, 2, 6, 27, 33 AND 34 WHICH ARE TO PROVIDE FOUR (4) OFF STREET PARKING SPACES.

HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE OF THE STORM WATER SYSTEM, INCLUDING TRACT "A" DETENTION POND, IF THE CITY PERFORMS ANY REPAIRS OR MAINTENANCE ON THE SYSTEM, THE OWNER, ASSOCIATION AND SUCCESSORS AGREE IT SHALL BE PERMITTED TO FIX A SYSTEM MAINTENANCE CHARGE TO THE HOMEOWNERS CONTRIBUTING STORM WATER TO THE SYSTEM AS PROVIDED IN RCW 35.67.190.

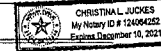
HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE OF THE PEDESTRIAN WALKWAY AND ROCK WALLS WITHIN THE PUBLIC SIDEWALK EASEMENT LOCATED IN LOTS 26, 27 AND 28.

We, owners of the described tract of land hereby declare and certify this Plat to be true and correct to the best of our abilities, and that this subdivision has been made with our free consent and in accordance with our desires. Further we dedicate Osprey Ridge Lane, Falcon Court, Red Hawk Drive, Tract A and all public easements as identified on this plat (Sheets 1 through 4) to the use of the public forever and waive all claims arising from the construction and maintenance of said roads. Furthermore we warrant easements shown for their designated purposes.

Chad Boton 1/8/18
 CHAD BOTON, PRESIDENT-REAL ESTATE Date
 LAMPLIGHT CAPITAL AND ASSET MANAGEMENT, LLC
 A TEXAS LIMITED LIABILITY COMPANY

This is to certify that on the 4th day of January, 2018 Before me personally appeared: *Chad Boton*
 To me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act for the use and purpose set forth herein.

Christina L. Jukes
 Notary Public in and for the State of Texas



I hereby certify that the city road abutting the proposed subdivision is of sufficient width to meet current city standards without requiring additional right of way and that road right of ways upon or abutting the proposed subdivision are of sufficient width to assure maintenance and to permit future utility installations. I further certify that the proposed private roads meet current city standards and that city water and sewer services are available to the proposed subdivision.

Eric Wamb 2/5/18
 Public Works Director Date

03073544080000
 I hereby certify that the taxes and assessments have been duly paid, discharged or satisfied in regard to the lands involved with the proposed subdivision.

PD MEIN 2/6/18
 2/6/18 Date
Paul G. Mein
 Skamania County Treasurer

X 1/30/18
 City Clerk/ Treasurer Date

This subdivision complies with City requirements and is approved subject to property being recorded with the Skamania County Auditor's office.

Kevin Dowd 01/26/18
 Mayor, City of Stevenson Date

I, Kevin Dowd, registered as a land surveyor by the State of Washington certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision during the period of April 2007 through October 2007; that the distances, courses and angles are shown hereon correctly, and that monuments other than those approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Kevin Dowd 12-11-17
 Registered Professional Land Surveyor PLS NO. 29288 Date

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I hereby certify that the within instrument of writing Lamplight Capital and Asset Management, LLC
 by *Chad Boton* of *Stevenson*

on *02-05-18* at *11:57 AM*
 was recorded in Auditor's File No. *201800254*

Robert Waymire
 Recorder of Skamania County, Washington
Robert Waymire
 County Auditor

SHEET 1 OF 4

WYEAST SURVEYS
 KEVIN DOWD
 4399 WOODWORTH DRIVE
 MT HOOD, OR 97041
 (541) 352-6065

B. Exceptions. The following exceptions are permitted to the standards of Table 17.15.050-1:

1. Properties receiving approval to deviate from standards according to SMC 17.38 - Supplementary Provisions.
2. Properties obtaining variance approval in accordance with SMC 17.46 - Adjustments, Variances, and Appeals.
3. Properties receiving modification approval in accordance with SMC 17.17 - Residential Planned Unit Developments.
(Ord. No. 1103, § 5, 2-16-2017; Ord. No. 1104, § 3.B,C, 6-15-2017)

17.15.060 Residential dimensional standards.

A. Compliance Required. All structures in residential districts must comply with:

1. The applicable dimensional standards contained Table 17.15.060-1: Residential Dimensional Standards.
2. All other applicable standards and requirements contained in this title.

Table 17.15.060-1: Residential Dimensional Standards						
District	Maximum Height of Building	Front	Minimum Setbacks			
			Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot
R1	35 ft	20 ft	5 ft	15 ft	20 ft ¹	20 ft
R2	35 ft	20 ft	5 ft	15 ft	20 ft ¹	20 ft
R3	35 ft	15 ft	5 ft ²	15 ft	20 ft ¹	20 ft
MHR	35 ft	30 ft	15 ft	20 ft	20 ft ¹	20 ft
SR	35 ft	30 ft	15 ft	20 ft	20 ft	20 ft

~~1~~ 1-5 ft for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less

2-A 10-foot setback is required when adjacent to an R1 or R2 district.

B. Exceptions. The following exceptions are permitted to the standards of Table 17.15.060-1:

1. Properties receiving approval to deviate from standards according to SMC 17.38 - Supplementary Provisions.
2. Properties obtaining variance approval in accordance with SMC 17.46 - Adjustments, Variances, and Appeals.

Receipt: 8197 09/13/2021
Acct #: 25038 COPY
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees
Memo: ZON2021-01 Simpson etal
Zoning Text Change

ZON2021-01 Simpson etal	50.00
Zoning Text Change-Braaten/Simpson	
Non Taxed Amt:	<u>50.00</u>
Total:	50.00
Chk: 7997	<u>50.00</u>
Ttl Tendered:	50.00
Change:	0.00

Issued By: Mary C.
09/13/2021 13:58:25

Receipt: 8198 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text
Change-Crotteau

Non Taxed Amt: 150.00

Total: 150.00

Chk: 1003 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
 09/13/2021 13:59:27

Receipt: 8199 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal	100.00
Zoning Text Change-Lawing	
Non Taxed Amt:	<u>100.00</u>
Total:	100.00
Chk: 2653	<u>100.00</u>
Ttl Tendered:	100.00
Change:	0.00

Issued By: Mary C.
 09/13/2021 14:00:39

Receipt: 8200 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text Change-Skarda

Non Taxed Amt: 150.00

Total: 150.00

Chk: 1604 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
 09/13/2021 14:01:48

Receipt: 8201 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text
Change-Shaima

Non Taxed Amt: 150.00

Total: 150.00

Chk: 1094 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
 09/13/2021 14:02:37

Receipt: 8202 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal	150.00
Zoning Text Change-Price	
Non Taxed Amt:	<u>150.00</u>
Total:	150.00
Chk: 235	<u>150.00</u>
Ttl Tendered:	150.00
Change:	0.00

Issued By: Mary C.
 09/13/2021 14:03:22

Receipt: 8203 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text Change-Skarda

Non Taxed Amt: 150.00

Total: 150.00

Chk: 9331 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
 09/13/2021 14:04:00

Receipt: 8204 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text
Change-Hansen

Non Taxed Amt: 150.00

Total: 150.00

Chk: 5007 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
 09/13/2021 14:04:45

Receipt: 8205 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal	150.00
Zoning Text Change-Hamilton	
Non Taxed Amt:	<u>150.00</u>
Total:	150.00
Chk: 171	<u>150.00</u>
Ttl Tendered:	150.00
Change:	0.00

Issued By: Mary C.
 09/13/2021 14:05:31

Receipt: 8206 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
Zoning Text Change

ZON2021-01 Simpson etal 150.00
Zoning Text Change-Keesee

Non Taxed Amt: 150.00

Total: 150.00

Chk: 103 150.00

Ttl Tendered: 150.00

Change: 0.00

Issued By: Mary C.
09/13/2021 14:06:10

Receipt: 8207 09/13/2021
Acct #: 25038
City Of Stevenson
7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
(509) 427-5970

Planning Permits

Stevenson, WA 98648

Planning Fees

Memo: ZON2021-01 Simpson etal
 Zoning Text Change

ZON2021-01 Simpson etal	150.00
Zoning Text Change-Leion	
Non Taxed Amt:	<u>150.00</u>
Total:	150.00
Chk: 127	<u>150.00</u>
Ttl Tendered:	150.00
Change:	0.00

Issued By: Mary C.
 09/13/2021 14:07:01

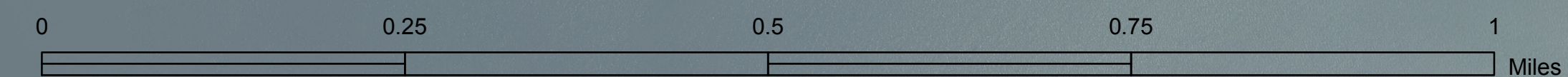


Zoning Map City of Stevenson

- Commercial (C1)
- Education District (ED)
- Commercial Recreation (CR)
- Light Industrial (M1)
- Public Use and Recreation (PR)
- Single Family Residential (R1)
- Two Family Residential (R2)
- Multi-Family Residential (R3)
- Multi-Family Residential Overlay (R3)
- Suburban Residential (SR)

- Stream
- Parcel
- City Limits
- Urban Area

Mayor _____	Date _____
Clerk - Treasurer _____	Date _____
Attorney _____	Date _____



Notes:
 When Printed to ANSI D (22"x34"): 1 inch = 500 feet
 Absolute scale: 1:6,000
 Aerial Photo Date: 7/6/2015
 Projected Coordinate System: NAD 1983 HARN StatePlane
 Washington FIPS 4602 Feet
 Projection Name: Lambert Conformal Conic
 Planar Units: US Survey Feet



Skamania County
 Dept of Assessment (GIS)
 Created by: Rick Hollatz
 Updated: 10/12/2016

DISCLAIMER: This map product was prepared by Skamania County and is for information purposes only. It may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

The Call to Act
Suburban Residential Setback Caveats



Conscientiously Select Public Involvement Methods

Define The Issue

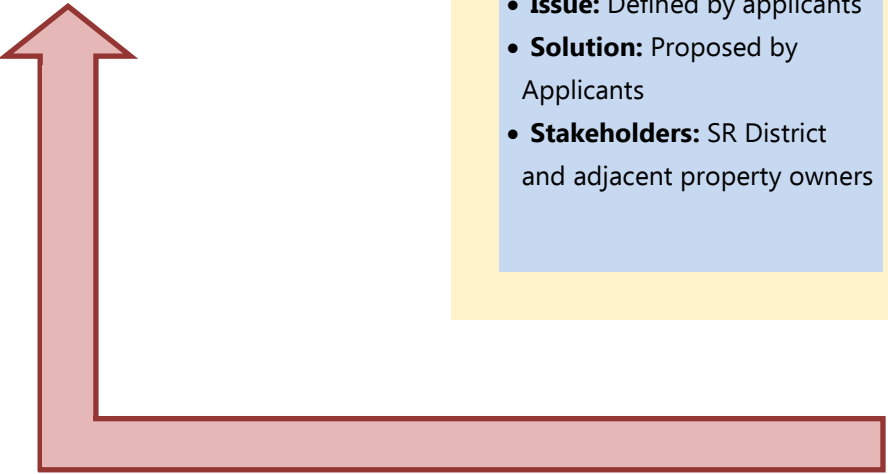
- **Issue:** Defined by applicants
- **Solution:** Proposed by Applicants
- **Stakeholders:** SR District and adjacent property owners

Inform, Educate, and Reach-Out to Public

- **Targeted postcards to property owners** (Postmarked 12/1)
- **Newspaper Press Release/Information** (Printed 12/1)

Engage Stakeholders

- **Public Hearing** (Notice published 12/1 & 12/8. Held 12/13)

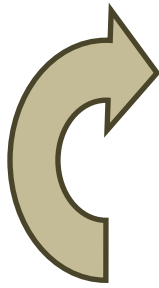


Refine
[Describe Refinements]

Check-In
[List Public Involvement Expectations/Activities]

Decide

- **Timeline: 12/13/2021,** earliest possible Planning Commission recommendation



ZONING – Notice of Public Hearing

You're receiving this because your property is in or adjacent to the **SR Suburban Residential zone**, and a recent proposal could change your neighborhood.

The Stevenson Planning Commission will be discussing how it might change at a meeting this month.

Please come to the public hearing at **6:00 pm on Monday, December 13th**.

- The meeting will be **in person** at City Hall: **7121 East Loop Road**.
- A **phone-in option** is available via conference call: **1-253-215-8782** with meeting ID# 856 3738 8112.
- An **online webinar option** is available via video conference option:
<https://us02web.zoom.us/j/85637388112>

For more information on the proposed changes contact City Hall, 7121 East Loop Road, PO Box 371, (509)427-5970, or planning@ci.stevenson.wa.us.

Tina Nicklaus
100 NW Iman Cemetery Road
Stevenson, WA 98648

John Prescott & Patti Megason
1001 NW Kaspar Rd
Stevenson, WA 98648

Richard & Sylvia Hall
1019 NW 78th Street
Vancouver, WA 98665

Doblie
1025 NW Still Cove Lane
Stevenson, WA 98648

James & Brandi Leverett
1035 SW Briggs Street
Stevenson, WA 98648

Penny Edlund
1050 NW Still Cove Ln
Stevenson, WA 98648

Michael Scrivens
1050 SW Briggs Street
Stevenson, WA 98648

Michael & Gina Beaudoin
108 NW Falcon Court
Stevenson, WA 98648

Sciacca
1080 SW Briggs Road
Stevenson, WA 98648

Steven Foster
1093 SW Briggs Road
Stevenson, WA 98648

Gregg & Marcia Leion
111 NW Falcon Court
Stevenson, WA 98648

Gary & Linda Lawing
1142 NW Iman Loop Road
Stevenson, WA 98648

Gary & Mitzi Bong
1146 Red Hawk Court
Stevenson, WA 98648

Terri Crotteau
1164 Iman Loop Road
Stevenson, WA 98648

The Braaten Simpson Trust
1180 NW Iman Loop Road
Stevenson, WA 98648

JP & Cortney Hollstrom
1200 SW Hollstrom Road
Stevenson, WA 98648

The Douglas C & Deborah A Revocable
Trust
1208 Windsor Way
Redwood City, CA 94061

Prudence Schiefelbein
12405 NW 19th Avenue
Vancouver, WA 98685

Weng Peng
1253 Fitzgerald Drive
Munster, IN 46321-4201

Steven & Terry Zike
13111 Douglas Road
Yakima, WA 98908

Glen Smith
133 NW Falcon Ct
Stevenson, WA 98648

Master Home LLC
13504 NE 71st Street
Vancouver, WA 98682

West Peak Contractors LLC
13504 NE 71st Street
Vancouver, WA 98682

Hoby & Meriza Hansen
146 NW Falcon Ct
Stevenson, WA 98648

Jo Ann Ferreira
1490 Union Ave #190
Memphis, TN 38104

Paul & Jamie Goins
150 NW Iman Cemetery Rd
Stevenson, WA 98648

Glenn & Rebecca Daman
151 SW Iman Cemetery Road
Stevenson, WA 98648

The Yerrick Living Trust
151 SW Ryan Allen Road
Stevenson, WA 98648

Zachary & Katie Long
153 NW Iman Cemetery Road
Stevenson, WA 98648

Joshua Calkins
1546 Lincoln Street #A
Hood River, OR 97031

Luis Navas & Laura Andrews
1640 Carmelita Ave
Burlingame, CA 94010

Robin Stafford
17 Alpine Lane
Carson, WA 98610

Angel Heights, LLC
1801 NE 82nd Street
Vancouver, WA 98665

Rochelle Polson
1804 E Desert Moon Trl
San Tan Valley, AZ 85143

Doug & Barbara Bill
185 SW Ryan Allen Road
Stevenson, WA 98648

Arkadiy Klyuchnikov
1910 NE 77th Place
Vancouver, WA 98664

Anne & Robert Keesee
19215 SE 34th St #106 B PMB 389
Camas, WA 98607

Anita Baker
193 NW Iman Cemetery Road
Stevenson, WA 98648

The Gerald E & Linda S Cope Revocable
Trust
20 SW Iman Cemetery Road
Stevenson, WA 98648

Russell & Cheryl Tipton
210 NW Iman Cemetery Road
Stevenson, WA 98648

Melonas
2105 NW 88th
Vancouver, WA 98665

Ledesma
220 Iman Cemetery Rd
Stevenson, WA 98648

Lamplight Capital Attn: Jeffrey M.
Horton, CFO
2200 Poast Oak Blvd., Ste #1000
Houston, Tx 77056

Norm & Mary Todd Haight
231 SW Attwell Road
Stevenson, WA 98648

Kellie & Lowell McGuire et al
23317 105th Ave SE
Kent, WA 98031

Max & Samhita Doble
2344 NW Johnson Street
Portland, OR 97210

Eric McCurdy & Anna Bires
237 41st Court #1
Washougal, WA 96871

Jessica Webb
25 SW Iman Cemetery Rd
Stevenson, WA 98648

The Battistoni Family Trust
25 SW Ruellen Road
Stevenson, WA 98648

Next Venture LLC
255 NW Gale Street
Stevenson, WA 98648

Shawn & Tina Van Pelt
255 NW Gale Street
Stevenson, WA 98648

James Brents
289 SW Attwell Road
Stevenson, WA 98648

Sherry McCurry & Jamie Brents
289 SW Attwell Road
Stevenson, WA 98648

Jamie & Patricia Brents
289 SW Atwell Road
Stevenson, WA 98648

Wayne Coyner
305 SW Attwell Road
Stevenson, WA 98648

Kurt V & Jennifer L Bethman
307 SW Attwell Road
Stevenson, WA 98648

Dennis & Tanya Muilenburg
325 SW Ryan Allen Road
Stevenson, WA 98648

Brian & Jo Anne Vincent
330 NE Seidl Road
Troutdale, OR 97060

Anthony J & Carol A Bolstad Revoc Liv
Trust
340 S Lemon Ave #5903
Walnut, CA 91789

Janette Skarda & Christopher Burzio
3400 Cherry Drive
Hood River, OR 97031

Bertha Bell
35 SW Ryan Allen Road
Stevenson, WA 98648

Nicholas Brandt
360 Alta Loma
Santa Cruz, CA 95062

Ivan Howell
364 SW Foster Creek Road
Stevenson, WA 98648

Michael Ray & Patricia Jo Rankin
380 SW Ryan Allen Road
Stevenson, WA 98648

Jeffrey P Breckel Trust
381 NE McEvoy Lane
Stevenson, WA 98648

Carl Bach
4020 Addy Street
Washougal, WA 98671

Carol Shick
4569 Nueces Drive
Santa Barbara, CA 93110

Caryl McMains
47 SW Ryan Allen Road
Stevenson, WA 98648

Terrapins Owner LLC c/o Pebblebrook
Hotel Trust
4747 Bethesda Ave, Ste 1100
Bethesda, MD 20814

Wendy L Retzlaff Living Trust
4801 Heritage Land
Lake Oswego, OR 97035

Ivan & Christina Kalachik
4805 NE 124th Court
Vancouver, WA 98682

Madeline Colavito & Matthew &
Stefanie Dodson
499 Alderdale Rd
Prosser, WA 99350

Columbia Cascade Housing Corp
500 E 2nd Street
The Dalles, OR 97058

FDM Development
5101 NE 82nd Ave Suite 200
Vancouver, WA 98662

Michael & Tamara Sullivan
52 NW Freedom Court
Stevenson, WA 98648

Charley Owens & Cheri Owens
527 West Boradway St
Goldendale, WA 98620

Chad Veenstra
53 SW Ryan Allen Road
Stevenson, WA 98648

Joel & Jillian Makc, Phillip & Jennifer
English
5600 NE 252nd Ave
Vancouver, WA 98682

The Girtle Joint Trust
5637 SW 87th Avenue
Portland, OR 97225

Cornelis Valkenburg Trust
601 Trout Creek Road
Carson, WA 98610

Lisa Allen
6032 E Loop Road
Stevenson, WA 98648

Curt & Sandra Holiday
6611 E Mayo Blvd Unit #2136
Phoenix, AZ 85054

Russell & Christine Berkheimer
686 West U St
Washougal, WA 98671

Ellen Byrne & Julie Skarda
687 S Elizabeth St
Maple Park, IL 60151

CCAS Property Const.
710 9th Avenue
Seattle, WA 98104

CCAS Property & Construction
710 Ninth Avenue
Seattle, WA 98104

Nathan Nalevanko
715 N Shaver St, Apt A
Portland, OR 97227

Brent & Renate Eakin
7211 NE 136th Court
Vancouver, WA 98682

The Anthony & Karen Lawson Trust
722 NW Angel Heights Road
Stevenson, WA 98648

Mark Anderson
7220 Highlands Dr NE
Olympia, WA 98516

The Ann L Jermann Living Trust
73 SW Monda Road
Stevenson, WA 98648

Sam & Joan Kniesteadt
747 NW Angel Heights Road
Stevenson, WA 98648

The Perry Family Trust
759 NW Angel Heights Road
Stevenson, WA 98648

Robert Muth & Kara Owen
76 NW Freedom Court
Stevenson, WA 98648

Marilyn Butler
760 NW Angel Heights Road
Stevenson, WA 98648

Jeff & Molly Logosz
770 NW Angel Heights Road
Stevenson, WA 98648

Shea & April Gilbert
771 NW Angel Heights Road
Stevenson, WA 98648

Mihail & Lenuta Maxim
7812 SW Taylors Ferry Road
Portland, OR 97223

Nahmen Nissen & Bruce & Carrie
Nissen
792 Angel Heights Road
Stevenson, WA 98648

James & Shelley Hays
808 NW Angel Heights
Stevenson, WA 98648

Charles & Barbara Oldfield
81 NW Osprey Ridge Lane
Stevenson, WA 98648

Michael & Ema Wilson
813 NW Angel Heights Road
Stevenson, WA 98648

Robert & Sandra Walker
825 NW Angel Heights Road
Stevenson, WA 98648

Stephen Proctor
830 SW Monda Road
Stevenson, WA 98648

Jay & Marilyn Fischer
838 NW Angel Heights Road
Stevenson, WA 98648

Richard & Heather Sanders
845 NW Angel Heights Road
Stevenson, WA 98648

Joey & Sandra Fechtner
861 NW Angel Heights Road
Stevenson, WA 98648

The Sally Ann Olsen Trust
875 NE Montell
Stevenson, WA 98648

Jesse & Sheyeanne Wearly
875 NW Angel Heights Road
Stevenson, WA 98648

Richard Jillson & Marjorie Slauson
882 NW Angel Heights Road
Stevenson, WA 98648

Jason Ledesma
888 NW Angel Heights Road
Stevenson, WA 98648

Joanne Gildersleeve
890 NW First Falls View Road
Stevenson, WA 98648

Edward McSherry, Trustee
899 NW Angel Heights Road
Stevenson, WA 98648

Amy & James Stewart
906 NW Nicklaus Ct
Stevenson, WA 98648

Irvin Wayne Foreman
909 NW Nicklaus Ct
Stevenson, WA 98648

Robert & Colette Black
912 NW Nicklaus Ct
Stevenson, WA 98648

Erik & Zarah Castro
914 NW Angel Heights Road
Stevenson, WA 98648

Frank Di Ana & Julie Cline
915 NW Nicklaus Court
Stevenson, WA 98648

Kotzian
918 NW Nicklaus Ct
Stevenson, WA 98648

Krug Family Trust
929 NW First Falls View Road
Stevenson, WA 98648

Tucker Living Trust
941 NW Angel Heights Road
Stevenson, WA 98648

John & Lisa Myers
945 NW Angel Heights Road
Stevenson, WA 98648

Kim & Angela Bernheisel
97 Sears Circle
Soquel, CA 95073

Joshua Cummings
970 NW Angel Heights Rd
Stevenson, WA 98648

Kenneth James Wieman
971 SW Rock Creek Drive
Stevenson, WA 98648

Pete Spiro & Sharon Laughlin
975 NW Angel Heights Road
Stevenson, WA 98648

Lucas & Mary Bashans
98 NW Freedom Court
Stevenson, WA 98648

Fay Weber
Box 117
Stevenson, WA 98648

Douglas & Karen Johnson
PO Box 1031
Stevenson, WA 98648

Eight Ms, LLC
PO Box 1039
Stevenson, WA 98648

Judith A Hegewald Wual Per Res Trst
PO Box 1039
Stevenson, WA 98648

Judy Williams
PO Box 1095
Stevenson, WA 98648

Karin Halvorson Ditzler
PO Box 1124
Stevenson, WA 98648

Kristin Wood & Roberta Hale
PO Box 1143
Stevenson, WA 98648

Lisa & James Simmons
PO Box 1207
Stevenson, WA 98648

Johathan & Marylyn Adina
PO Box 1233
Stevenson, WA 98648

The Mary K Pallanch Revocable Trust
Agreement
PO Box 1280
Stevenson, WA 98648

Gorge Homes LLC
PO Box 130
North Bonneville, WA 98639

The Roulet Trust
PO Box 1308
Stevenson, WA 98648

Rebecca Gayken
PO Box 131
Stevenson, WA 98648

Sherry Busby & Johnny Walker
PO Box 133
Stevenson, WA 98648

Samuel & Cheryl Haun Revoc Fam Trust
PO Box 1338
Stevenson, WA 98648

Arthur & Sheilah Devlin
PO Box 1392
Ocean Park, WA 98640

Howard Hoy & Valerie Hoy-
Rhodehamel
PO Box 1459
Stevenson, WA 98648

Pensco Trust Company
PO Box 1459
Stevenson, WA 98648

John & Susan Kuhn
PO Box 1502
Stevenson, WA 98648

Keith & Allie Marie Kennedy
PO Box 1504
Stevenson, WA 98648

Lisa Vance
PO Box 1519
Stevenson, WA 98648

Gail & Carol Collins
PO Box 176
Stevenson, WA 98648

Kevin & Rose Lucas
PO Box 193
Stevenson, WA 98648

Marcus & Marsha Donaldson
PO Box 2
Stevenson, WA 98648

Joel & Diana Ziemann
PO Box 2071
Hood River, OR 97031

MacKinnon
PO Box 2281
White Salmon, WA 98672

Lillegard
PO Box 251
Stevenson, WA 98648

Gerri & Greg Weber
PO Box 253
Stevenson, WA 98648

SDS Co LLC
PO Box 266
Bingen, WA 98605

Leonard & Laura Damian
PO Box 267
Stevenson, WA 98648

Rhianna Hurff & Stephen Muilenburg
PO Box 274
Cascade Locks, OR 97014

John D Koestler
PO Box 308
Stevenson, WA 98648

Bass Lake, LLC
PO Box 335
Stevenson, WA 98648

Robert M & Linda M Talent
PO Box 335
Stevenson, WA 98648

Joseph & Patricia Schlick
PO Box 357
Stevenson, WA 98648

Skamania County Cemetery District #1
PO Box 357
Carson, WA 98610

City of Stevenson
PO Box 371
Stevenson, WA 98648

Columbia Gorge Interpretive Center
PO Box 396
Stevenson, WA 98648

Dale & Kathleen Hargadine
PO Box 402
Stevenson, WA 98648

Julie Mayfield
PO Box 425
Stevenson, WA 98648

Mercedes Lux & Jacob Wiley Robinson
PO Box 434
Carson, WA 98610

Brandon & Kenia Van Pelt
PO Box 443
Carson, WA 98610

Mark Lux & Cynthia Ulmer-Lux
PO Box 446
Stevenson, WA 98648

Stephen McKee
PO Box 448
Stevenson, WA 98648

John & Kathryn Allen
PO Box 475
Stevenson, WA 98648

Peter & Lorraine Lillegard
PO Box 492
Stevenson, WA 98648

David & Mark Lillegard
PO Box 511
Stevenson, WA 98648

David & Laura Prosser
PO Box 513
Stevenson, WA 98648

Elizabeth Galloway
PO Box 5193
Portland, OR 97208

Joseph & Diane Birkenfeld
PO Box 530
Carson, WA 98610

Steven & Erin Minnis
PO Box 633
Stevenson, WA 98648

Mark & Lisa Weiland
PO Box 656
Stevenson, WA 98648

Winston & Diana Rall
PO Box 715
Stevenson, WA 98648

CNA Property Management, LLC
PO Box 721
Stevenson, WA 98648

Mary Shaima
PO Box 736
Stevenson, WA 98648

The Dunphy Living Trust
PO Box 737
Stevenson, WA 98648

Kenneth Woods
PO Box 755
Stevenson, WA 98648

Bruce & Donna Vondergeest
PO Box 758
Stevenson, WA 98648

Matthew & Bridget White
PO Box 788
Stevenson, WA 98648

Skamania County
PO Box 790
Stevenson, WA 98648

Wilkins Comm Prop Trst
PO Box 8
Carson, WA 98610

Wilkins Comm Prop Trst
PO Box 8
Carson, WA 98610

Janice Kuhlman
PO Box 81
Stevenson, WA 98648

Sherry Lels-Shippy
PO Box 81
Stevenson, WA 98648

Dale & Debra Watkins
PO Box 845
Stevenson, WA 98648

Patricia Price
PO Box 905
Stevenson, WA 98648

James D Porter
PO Box 918
Stevenson, WA 98648

Margaret Hendrickson
PO Box 927
Kalama, WA 98625

David Hartman
PO Box 934
Stevenson, WA 98648

Sharon Madsen
PO Box 935
Stevenson, WA 98648

Andrew & Jennifer Taylor
PO Box 965
Stevenson, WA 98648

Howell
PO Box 966
Stevenson, WA 98648

Robert & Kristin Waymire
PO Box 99
Stevenson, WA 98648

Melissa McBain
POB 1100
Stevenson, WA 98648

Additional details can be heard on 91.1 FM on the radio on Saturday, Dec. 4.

Museum auctions items online

The Columbia Gorge Interpretive Center Museum has gone online for its 28th annual silent auction fundraiser which runs through 5 p.m., Sunday, Dec. 5.

Donors can visit the auction website at www.32auctions.com/gorgemuseum and create their personalized account to bid on numerous items donated by many local and regional businesses.

The auction supports the continued operation of the museum which hopes to raise \$15,000 during the virtual auction.

The auction has historically been the museum's largest fundraiser, and museum staff and supporters hope to raise \$15,000 to support the preservation of local history.

More than 150 auction items can be previewed at www.32auctions.com/gorgemuseum.

Bidders need to create a personalized account to bid on the donated items. Payments can be made via credit card, PayPal, or in person when the winning bidder picks up their item.

Items up for auction in-

seum as a worthy endeavor to support. We cannot thank our local businesses and citizens enough for all the items that have been donated in support of this auction."

The museum canceled the annual auction in 2020 due to COVID-19.

Planning board mulls shed rules

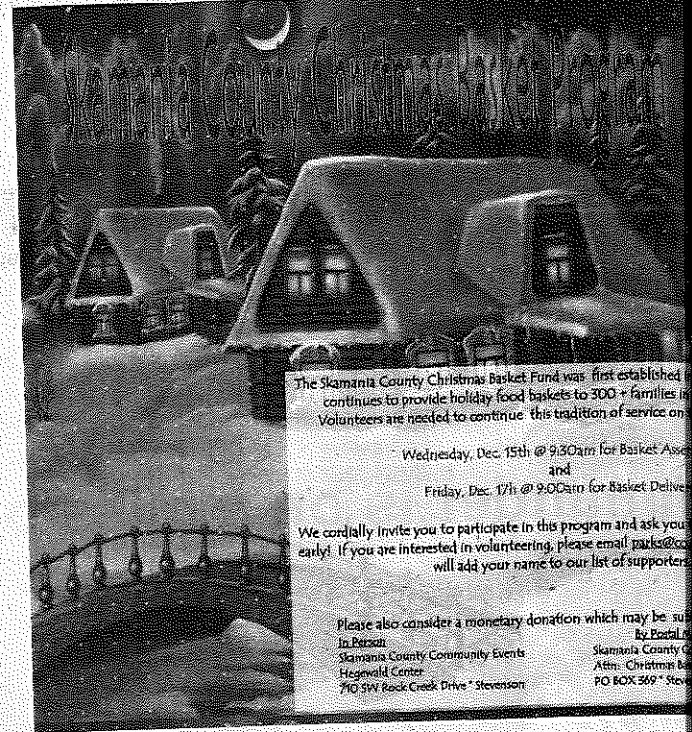
The Stevenson Planning Commission considers a proposal to modify the rules for small sheds at 6 p.m., Monday, Dec. 13. Several city property owners have requested a change to the Suburban Residential District regulations. The change would allow small sheds to be built five feet from side and rear property lines. The current ordinance requires sheds to be no closer than 15- to 20 feet. The board hopes to hear from the general public regarding the subject.

Help available for job seekers

Residents who are unemployed or in need of training can access the People For People program. Its mission is to strengthen communities with resources and opportunities that empower people and enrich lives by providing career guidance, training as-

Due to COVID-19 restrictions, the office is open by appointment only.

and 4-6 p.m., Saturday, Dec. 4, and a gingerbread-making workshop, 5:30-7:30 p.m., arrange a take out



CHRISTMAS BASKET NOMINATION FORM

CHRISTMAS BASKET NOMINATION FORM

Please use this form to nominate yourself or another individual who may be struggling with financial hardship. This form is for residents of Skamania County only and provides a holiday meal for your family. Our program works with other local organizations to avoid duplication and provide this benefit for children 18 and under. Forms must be returned to the Recreation Department no later than Wednesday, December 15th.

Information

Please complete all sections.

ARE YOU A RESIDENT OF SKAMANIA COUNTY? We only deliver to Skamania County.

YES

NO

YOUR LAST NAME _____ YOUR FIRST NAME _____

YOUR PHYSICAL ADDRESS (house # and street) _____

YOUR PHONE NUMBER _____

HOW MANY ADULTS IN YOUR HOUSEHOLD 1 2 3 4 5 6

HOW MANY CHILDREN 18 AND UNDER 0 1 2 3 4 5 6

Age and Gender of your children? (Example: Child 1 is a Boy, Under 2; Child 2 is a Girl 5-7) PLEASE

Child #1 Child #2 Child #3 Child #4 Child #5 Child #6 Child #7 Child #8

Girl Under 2

Boy Under 2

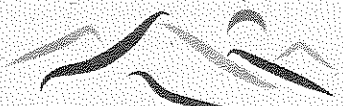
Girl 2-4

Boy 2-4

Girl 5-7

Boy 5-7

	Child #1	Child #2	Child #3	Child #4	Child #5	Child #6	Child #7	Child #8
Girl Under 2								
Boy Under 2								
Girl 2-4								
Boy 2-4								
Girl 5-7								
Boy 5-7								



SKAMANIA CHIROPRACTIC & Rehabilitation

Mitzi B. Ferrill, D.C.
A. Scott Yerrick, D.C.

509-427-3600

www.skamaniachiroandrehab.com
138 NW 2nd Street., Stevenson

Clinic Hours:
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Tues/Thurs - 8 am to 6 pm
Wed - 3 pm to 6 pm
Fri - 8 am to 5 pm
Free Consultations

Prepare for unexpected power outages with a Generac home standby generator

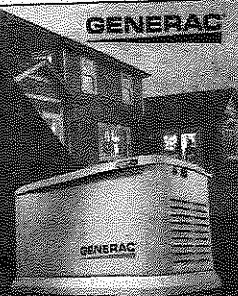
REQUEST A FREE QUOTE!
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FREE 7-Year Extended Warranty*
A \$695 Value!

Limited Time Offer - Call for Details

Special Financing Available
Subject to Credit Approval

*To qualify, consumers must request a quote, purchase, install and activate the generator with a participating dealer. Call for a full list of terms and conditions.



ZONING – Notice of Planning Commission Workshop

You're receiving this because your property is in or adjacent to the **SR Suburban Residential zone**, and a recent proposal could change zoning rules in your neighborhood.

The Proposal would allow small sheds to be built closer to property lines. Small means 200 square feet (ex. 10 feet by 20 feet) and 12 feet tall or less. Closer means 5 feet instead of 20 feet (rear) and 15 feet (side).

The change was requested by a group of property owners living in the zone.

Additionally, in 2019, a property owner in the SR zone asked whether *Self-Storage Units* can be allowed. At that time, the City Planning Commission said *no*. This decision could be officially adopted.

The Stevenson Planning Commission will discuss these issues at a meeting this month.

Please come to the meeting at **6:00 pm on Monday, February 14th**.

- The meeting will be **in person** at City Hall: **7121 East Loop Road**.
- A **phone-in option** is available via conference call: **1-253-215-8782** with meeting ID# 856 3738 8112.
- An **online webinar option** is available via video conference option:
<https://us02web.zoom.us/j/85637388112>

For more information on the proposed changes go to the City website at <https://www.ci.stevenson.wa.us/planning/page/zoning-notice-public-hearing-0> or contact City Hall, 7121 East Loop Road, PO Box 371, (509)427-5970, or planning@ci.stevenson.wa.us.

PUBLIC NOTICES

County Pioneer
Dec. 1 & 8, 2021

Notice of RESCHEDULED Meeting

Port of Skamania County Board of Commissioners The December Commission Meeting has been rescheduled to December 14, 2021 5 p.m. Additional Information on Port's website www.portofskamania.org Redistricting Information on website
Contact: Pat Albaugh, Executive Director pat@portofskamania.org 509-427-5484
Published in the Skamania County Pioneer
Nov. 24 & Dec. 1, 2021

NOTICE OF PUBLIC HEARING

Before the Board of Skamania County Commissioners
PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Ordinance 2021-05, amending Title 22 to bring Skamania County's National Scenic Area Ordinance into consistency with recently adopted amendments to the Management Plan for the Columbia River Gorge National Scenic Area by the Columbia River Gorge Commission.

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering regardless of vaccination status and maintain 6 feet of physical distance between other persons. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM with the following numbers:
1 346 248 7799 US
1 312 626 6799 US
1 646 558 8656 US
1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US
Meeting ID: 889 0632 1210

County Courtroom
for persons with disabilities, please let us know if you need any special accommodations to attend the

the date of the public hearing. Copies of Ordinance 2021-05 are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at www.skamianacounty.org
DATE: December 14, 2021
TIME: 5:30 PM or shortly thereafter
PLACE: Skamania County Courthouse, Room No. 18 (lower level) 240 NW Vancouver Avenue, Stevenson, WA.

Skamania County Courthouse is accessible for persons with disabilities. Please let us know if you will need any special accommodations in order to attend the meeting. (509) 427-3700.
DATED this 23rd day of November 2021
Debbie Slack
Clerk of the Board
Published in the Skamania County Pioneer
Dec. 1, 2021

NOTICE OF PUBLIC HEARINGS

Stevenson City Council will hold multiple Public Hearings as listed below during the regularly scheduled Council meeting at 6 pm Thursday December 16, 2021, in Stevenson City Hall at 7121 E. Loop Road, Stevenson, WA and remotely via phone at 253-215-8782, 346-248-7799 or 669-900-6833 meeting ID 889 7550 7011. Public comments may also be submitted in writing no later than 12:00 pm on Thursday, December 16, 2021 to leana@ci.stevenson.wa.us, mailed to City Hall at PO Box 371, Stevenson, WA 98648, or dropped off at City Hall.

- Proposed 2022 Sewer Rates- Second Reading
- 2022 Proposed Budget- Second Reading
- 2021 Proposed Budget Amendment

City Hall is accessible to people with disabilities. Please notify City Hall 24 hours in advance if you will need special accommodations to attend the hearing, including handicap accessibility or interpreter services, by calling (509) 427-5970 or (800) 833-6388 for TDD
Published in the Skamania County Pioneer

Please be advised that the Stevenson City Council will hold a public hearing on Monday, Dec 13, 2021 to review:
Zoning Text Amendment: A proposal to modify the dimensional standards of SMC Table 17.15.060. The change would allow sheds in the SR Suburban Residential District to be constructed closer to property lines than is currently allowed. The public hearing is scheduled for 6:00 pm.

The public hearings will be held in person at City Hall (7121 E Loop Road, Stevenson, WA) and remotely via Zoom (<https://us02web.zoom.us/j/85637388112> or 1-253-215-8782, meeting ID 856 3738 8112).
Your attendance, comments, and inquiries are invited. The proposal is available for public review at City Hall during regular business hours.
City Hall is accessible to people with disabilities. Please call at least 24 hours in advance at (509) 427-5970 (TDD: 1-800-833-6388) if you require special accommodations, including handicap accessibility or interpreter services, to attend the hearing.
Published in the Skamania County Pioneer
Dec. 1 & 8, 2021

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SKAMANIA
IN THE MATTER OF THE ESTATE OF DAVID POLZEL, Deceased.
NO. 21-4-00023-30
PROBATE NOTICE TO CREDITORS
RCW 11.40.030

The Administrator named below has been appointed as Administrator of this estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the Administrator or the Administrator's attorney at the address stated below a copy of the claim and filing the original. This claim must be presented within the later of (1) Thirty

first publication of the Notice. If the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in section 11 of this act and RCW 11.40.060. This bar is effective as to claims against both the decedent's probate and non-probate assets.
Date of first publication: November 24, 2021
Administrator: CHAD POLZEL
Attorney for Administrator: David H. Schultz, WSBA #33796
Knapp, O'Dell & MacPherson PLLC
Address for Mailing or Service:
NE Everett Street
Camas
Published in the Skamania County Pioneer
Nov. 24, Dec. 1 & 7, 2021

The Area Agency on Aging and Disabilities of Southwest Washington
Bi-monthly Meeting of the Council of Governments
Friday December 10, 2021 at 1:00 p.m.
201 NE 73rd Street, Vancouver WA 98665

Persons desiring to attend the meeting by teleconference should call (360) 735-5721 three days before the meeting to discuss accommodation.
Published in the Skamania County Pioneer
Dec. 1, 2021
Open Skamania School Board Director Position
Due to the resignation of a current board member, Skamania School Board of directors is seeking a replacement. Interested candidates who are registered voters in Skamania County and reside in the district are encouraged to apply. Prospective candidates may either pick up an application at the Skamania School Office or download an application from the website at skamania-schools.org. Applications are due by 4:00 PM on December 8, 2021. If you have any questions, please contact: Dr. Ralph H. Pruitt, Superintendent/Principal
Skamania School District #2
122 Butler Loop Rd.
Skamania, WA 98648

...serving on or mailed this Notice as

...at the address below... The claim... presented by the later... (30) days after I... RCW 11.40.020(1) Four (4) months after... first publication... Notice. If the claim... presented within this... period, the claim will... ever barred except as... in RCW 11.40.051... 40,060. This bar is ef... for claims against both... dent's probate and... base assets... Publication of this... 12/8/2021... J Foley, WSBA... (360) 696-8990... for the Estate of Don... *Neyland*... roadway Street, Van... WA 98660... Pioneer... 15 & 22, 2021

SKAMANIA COUNTY ENVIRONMENTAL POLICY ACT TERMINATION OF SIGNIFICANCE AND REQUEST FOR COMMENTS ON SCOPE ENVIRONMENTAL FACT STATEMENT NUMBER: SEP-21-15 DESTRUCTION OF PROPOSED SURFACE MINING FOR THE PRODUCTION OF AGGREGATE PRODUCTS INCLUDING DRILLING, LOADING, HAULING, AND STOCKPILING, AND COMMERCIAL SALES OF CRUSHED MATERIAL. The project will consist of a small operations and maintenance area, as well as the construction of an access road and a BPA corridor to the west.

...total permit area will be divided into two... acres: Surface mining... mine segment 1, north end of the site, an approximate area of approximately 178 acres, and mine segment 2, an approximate area of approximately 178 acres. Per guidelines established by the DNR, the segments will be mined in sequence - with reclamation, placement of topsoil, and reclamation occurring as mining proceeds in each segment. All material from both areas will be used in perimeter berms, berms and additional area at the center of the construction of which

...filled with... construction of which

N. Bonneville, WA Contents of unit 146, Jane Jackson will be auctioned. Published in the Skamania County Pioneer Dec. 8, 2021

Skamania County PUD #1 Small Works Roster Skamania County PUD #1 currently has a Small Works Roster for Electrical & Water Projects under \$300,000. Contractors interested in being considered for placement on the Roster must complete an Application for Contractor Pre-Qualification available online at <https://www.skamaniapud.com/about-us/contracting-bidding/>. Please submit forms by January 3, 2022, to klenison@skamaniapud.com or mail to PO Box 500, Carson, WA 98610. Contractors who are approved for the roster are responsible for submitting a new application every three years.

Skamania Co. Fire Dist #4 Commissioner's meeting will be on Dec. 9th at 7:30pm. The public is welcome to attend via Zoom: ID 817 0243 9918 and passcode 549 077. Published in the Skamania County Pioneer Dec. 8, 2021

Stevenson Planning Commission Notice of Public Hearing Zoning Text Amendment Please be advised that the Stevenson City Council will hold a public hearing on Monday, Dec 13, 2021 to review: Zoning Text Amendment: A proposal to modify the dimensional standards of SMC Table 17.15.060. The change would allow sheds in the SR Suburban Residential District to be constructed closer to property lines than is currently allowed. The public hearing is scheduled for 6:00 pm. The public hearings will be held in person at City Hall (7121 E Loop Road, Stevenson, WA) and remotely via Zoom (<https://us02web.zoom.us/j/85637388112> or 1-253-215-8782, meeting ID 856 3738 8112).

...Pursuant to RCE19.150.080, Pak Rat Self Storage will hold an auction Dec. 11th, 2021 at

ing handicap accessibility or interpreter services, to attend the hearing. Published in the Skamania County Pioneer Dec. 1 & 8, 2021

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF SKAMANIA IN THE MATTER OF THE ESTATE OF DAVID POLZEL, Deceased. NO. 21-4-00023-30 PROBATE NOTICE TO CREDITORS RCW 11.40.030 The Administrator named below has been appointed as Administrator of this estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the Administrator or the Administrator's attorney at the address stated below a copy of the claim and filing the original of the claim with the court. This claim must be presented within the later of: (1) Thirty days after the Administrator served or mailed the notice to the creditor as provided under RCW 11.40.020(1)(c); or (2) four months after the date of first publication of the Notice. If the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in section 11 of this act and RCW 11.40.060. This bar is effective as to claims against both the decedent's probate and non-probate assets. Date of first publication: November 24, 2021 Administrator: CHAD POLZEL Attorney for Administrator: David H. Schultz, WSBA #33796 Knapp, O'Dell & Macpherson PLLC Address for Mailing or Service: NE Everett Street Carnas Published in the Skamania County Pioneer Nov. 24, Dec. 1 & 8, 2021

NOTICE OF PUBLIC HEARINGS Stevenson City Council will hold multiple Public Hearings as listed below during the regularly scheduled Council meeting at 6 pm Thursday December 16, 2021, in Stevenson City Hall at 7121 E. Loop Road, Stevenson, WA and remotely via phone at 253-

...and remotely via phone at 253-

215-8782, 346-248-7799 or 669-900-6833 meetings 7550 7011. Public comments may also be submitted online no later than 12:00 pm on Thursday, December 16, 2021 to leana@ci.stevenson.wa.us, mailed to City Hall at PO Box 371, Stevenson, WA 98648, or dropped off at City Hall.

Proposed 2022 Sewer Rates- Second Reading • 2022 Proposed Budget- Second Reading • 2021 Proposed Budget Amendment City Hall is accessible to people with disabilities. Please notify City Hall 24 hours in advance if you will need special accommodations to attend the hearing, including handicap accessibility or interpreter services, by calling (509) 427-5970 or (800) 833-6388 for TDD. Published in the Skamania County Pioneer Dec. 1 & 8, 2021

Notice of RESCHEDULED Meeting Port of Skamania County Board of Commissioners The December Commission Meeting has been rescheduled to December 14, 2021 5 pm. See Port's website: www.portofskamania.org Redistricting Information is available on the website Contact: Pat Albaugh, Executive Director: pat@portofskamania.org 509-427-5484 Published in the Skamania County Pioneer Dec. 8, 2021

NOTICE The foregoing ordinance has been summarized to reduce the cost of publication. The full ordinance can be viewed at North Bonneville City Hall during regular business hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. or view online at www.northbonneville.net. Any questions may be directed to Mayor Brian Sabo or CAO Deanna Syron at (509) 427-8182 CITY OF NORTH BONNEVILLE Ordinance No. 1143 AN ORDINANCE OF THE CITY OF NORTH BONNEVILLE, WASHINGTON, FIXING THE AMOUNT TO BE RAISED BY AD VALOREM TAXES AND LEVIED FOR FISCAL YEAR 2022

This ordinance was passed by City Council on November 23rd of 2021, and shall take effect five days after publication. Published in the Skamania County Pioneer Dec. 8, 2021



Ben Shumaker <ben@ci.stevenson.wa.us>

Like more details on proposed zoning change

kniestes@gmail.com <kniestes@gmail.com>
To: Ben Shumaker <ben@ci.stevenson.wa.us>

Mon, Dec 6, 2021 at 1:38 PM

Thank you for the information. I reviewed the proposal and support the requested change.

Thank you,

Sam Kniestadt

From: Ben Shumaker <ben@ci.stevenson.wa.us>
Sent: Monday, December 6, 2021 8:50 AM
To: kniestes@gmail.com
Subject: RE: Like more details on proposed zoning change

Hi Sam-

Thanks for reaching out.

Details on the proposal are available on the City website at: <https://www.ci.stevenson.wa.us/pc/page/zoning-notice-public-hearing>

Please let me know if you have any questions. If you have written comments in advance of next Monday's meeting, I can include them in the meeting packet if you get them to me by Friday.

Thanks again,

Ben Shumaker

From: kniestes@gmail.com <kniestes@gmail.com>
Sent: Monday, December 6, 2021 6:17 AM
To: planning@ci.stevenson.wa.us
Subject: Like more details on proposed zoning change

Received a letter saying the city is planning to change the zoning in our area. Like more detail.

Thanks,

Sam Kniestadt

[747 NW Angel Heights Rd](#)

[Stevenson, wa](#)



Ben Shumaker <ben@ci.stevenson.wa.us>

Stevenson Zoning Amendment

Gregg Leion <glsails1957@gmail.com>
To: Ben Shumaker <ben@ci.stevenson.wa.us>

Thu, Oct 14, 2021 at 9:59 AM

Hi Ben,

Sorry to bother you again, however, I noticed on the Text Amendment application that our address is incorrectly shown as being our former residence in Bend, OR. If you can update the address, please do so or let me know if you need something more formal from us. We closed on and moved into our property here in Stevenson on August 12, 2021 and our correct address is:

Gregg and Marcia Leion
111 NW Falcon Court
Stevenson, WA 98648

Thanks, Gregg

On Wed, Oct 13, 2021 at 11:22 AM <glsails1957@gmail.com> wrote:

Than you Ben!

Sent from my iPhone

On Oct 13, 2021, at 10:50 AM, Ben Shumaker <ben@ci.stevenson.wa.us> wrote:

Hi Gregg-

The Zoning Text Amendment you participated in requesting is currently under review. On Monday, the Planning Commission established its public involvement plan for the project. I've attached the graphic version of that plan and the staff report that led to it. The ideal timeline for City Council adoption is 12/16/2021.

I will also save your contact information and reach out to you on future transportation-related topics as they come up.

Thank you,

BEN SHUMAKER

PLANNING DIRECTOR

CITY OF STEVENSON, WASHINGTON

(509) 427-5970

<PublicInvolvementFramework_10_12.jpg>
<KickOffReport(SR_Setbacks).pdf>



City of Stevenson

Planning Department

(509)427-5970

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

Planning Commission Interpretation

Suburban Residential District—Self-Storage Units (ZON2019-02)

Issue:

The use table adopted at SMC 17.15.040 did not contemplate whether Self-Storage Unit uses would be compatible in residential districts, including the SR Suburban Residential District. The Planning Commission is asked to address this unintentional omission to determine whether the use would have been permitted had it been contemplated and whether it is compatible with the other listed uses in the district.

Guiding Policy

This interpretation is guided by SMC 17.12.020 which requires the following approval standards and considerations, for which affirmative findings are required before an unlisted use could be allowed.

- 1) SMC 17.12.020(C)(1) – The use is consistent with the purpose of the applicable zoning district;

AND

- 2) SMC 17.12.020(C)(2) – The use is expressly allowed in a less restrictive district;
OR
- 3) SMC 17.12.020(C)(3) – The use is of the same general character as the principal and conditional uses authorized in such district

AND

- 4) SMC 17.12.020(E)(1) – The proposed use serves a purpose customarily incidental to the instant principal use on the property under consideration.

Discussion

Use: The City does not currently list self-storage units in its use descriptions. However, the following DRAFT description has been previously reviewed and tentatively agreed upon by the Planning Commission for consideration as part of a periodic amendment to the Zoning Code:

A Rental Operation leasing space (i.e., rooms, compartments, lockers, containers, or outdoor space) where clients store and retrieve personal property.

Zoning District: The City has stated the purpose of the SR Suburban Residential District as follows:

The suburban residential district (SR) is intended to provide minimum development standards for a variety of uses and provide a transition area where service levels are less than urban and where low-density

residential uses coexist with uses otherwise characteristic of more rural areas.

District Allowances: This use is not expressly allowed in any district (less restrictive or otherwise). The only time this use has been considered was through ZON2013-03, an interpretation determining that a Storage Unit Facility uses are not of the same general character as other uses in the C1 Commercial District. That interpretation has yet to be codified and determined the use was inappropriate for that district.

Character of Uses: In the SR District, 42 uses are either permitted (P) or conditional (C). In the zoning administrator's opinion, Self-Storage Units are of the same general character as 6 of those uses [Garage or Storage Building for the Parking of Commercial Vehicles (C), Utility or Communication Facility (C), Hazardous Waste Storage (C), Cemetery or Mausoleum (C), Indoor or Outdoor Horticultural Activity (P), Kennel (C)].

Instant Principal Use: Vacant properties have no instant principal use. There is no ability for an accessory use to be established where there is no principal use.

Findings

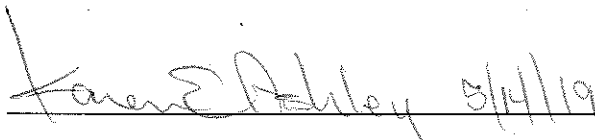
Based on the discussion above, the following findings are made:

- 1) The Planning Commission cannot make an affirmative finding that the Self-Storage Unit use is consistent with the purpose of the SR Suburban Residential District;
- 2) Self-Storage Units are not expressly allowed in a less restrictive district than the SR District, but the use is of the same general character as other uses listed in the district.
- 3) Self-Storage Unit uses are not customarily incidental to vacant property, which have no instant principal use.

Interpretation:

In the SR Suburban Residential District, Self-Storage Unit uses fail satisfy the criterion in SMC 17.12.020(C)(1). The use may not be permitted unless the Zoning Code is amended.

For the Planning Commission:

 8/14/19

Karen Ashley, Vice Chair _____ Date

**CITY OF STEVENSON
ORDINANCE 2022-**

AMENDING THE STEVENSON ZONING CODE (SMC TITLE 17); RELAXING RESTRICTIONS ON THE SITING OF SMALL ACCESSORY STRUCTURES AND PROHIBITING SELF-STORAGE UNITS IN THE SR SUBURBAN RESIDENTIAL DISTRICT.

WHEREAS, in September, 2021 the City received an application from 11 property owners in the SR Suburban Residential District requesting to relax the side and rear setback requirements for small accessory buildings in the zone; and

WHEREAS, the application proposed allowing residential outbuildings which are both 12 feet in height or less and 200 square feet in size or less to locate no closer than 5 feet from rear and interior side property lines; and

WHEREAS, the City already allows such buildings at such locations in the City's 4 other residential districts; and

WHEREAS, the following use interpretation conducted under SMC 17.12.020 has been reviewed for inclusion as a periodic amendment in this ordinance: ZON2019-02 related to Self-Storage Units in the SR Suburban Residential District; and

WHEREAS, staff has proposed correction of 2 scrivener's errors in the Residential Districts Use Table; and

WHEREAS, this ordinance is adopted under the City's municipal authority under RCW 35A.63.100; and

WHEREAS, the City Planning Commission provided notice and held a public hearing prior to adoption of this ordinance pursuant to RCW 35A.63.070; and

WHEREAS, the City has reviewed the provisions of this ordinance according to the State Environmental Policy Act and determined it is exempt from threshold determination requirements under WAC 197-11-800; and

AND WHEREAS, the Stevenson City Council finds that the best interests of the public health, safety and welfare would be served by the amendments herein,

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

Section 1 – Chapter 17.15 – “Residential Districts” shall be amended by deleting the ~~struck-through~~ text and adding the underlined text as shown in Exhibit 'A'. The amendments occur in the General Sales or Service Uses of SMC Table 17.15.040-1:

“Residential Districts Use Table” and by applying 2 notes in the SR row of SMC Table 17.15.060-1: “Residential Dimensional Standards”. All other provisions of Chapter 17.15 shall remain in effect without amendment.

Section 2 – This ordinance affects Title 17 of the Stevenson Municipal Code only insofar as set forth herein. All other provisions of Title 17 shall remain in full force and effect, and that where the provisions of this ordinance are the same as the provisions they replace, the provisions of this ordinance shall be interpreted as a continuation of those previous provisions and not as a new enactment.

Section 3 – 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.

Passed by a vote of _____ at the City Council meeting of _____, 2022.

SIGNED:

ATTEST:

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich
City Attorney



City of Stevenson, Washington Mayoral Proclamation 2022-01

RED CROSS MONTH 2022

WHEREAS, The American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world. Our Red Cross, Cascades Region and SW Washington Chapter, has a long history of helping our neighbors in need by delivering shelter, care and hope during disasters. Also, making our community safer with Preparedness Programs and CPR and First Aid Training; providing lifesaving blood to our medical community; and supporting military, veterans and their families; and

WHEREAS, Last year, in the Cascades Region, more than 3,000 volunteers helped the families affected by over 650 home fires by addressing their urgent needs like food and lodging and providing recovery support. Meanwhile, when large disasters like the fall wildfires devastated our region, volunteers from our area and across the country provided 173,489 overnight stays, 387,590 meals and snacks, 9,955 relief items, emotional support, recovery planning and other assistance; and

WHEREAS, The Red Cross continues to carry out the organization's 140-year mission of preventing and alleviating suffering. During the trying times of the COVID-19 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give more than 148,500 units of blood in the Cascades Region when our country faced a severe blood shortage. This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

NOW THEREFORE BE IT RESOLVED, I, SCOTT ANDERSON, MAYOR OF THE CITY OF STEVENSON, WASHINGTON, on behalf of the City Council, staff, and residents do hereby proclaim **March 2022** to be:

RED CROSS MONTH

in the City of Stevenson and encourage all its citizens to join in this observance.

Date this 17th day of February 2022.

Scott Anderson, Mayor

Washington Gorge Action Programs
Skamania County Housing Programs
Feb-2022
Submitted by Curt Gray

Rental Assistance

Outputs

	Jan
Number of households served	16
Number of individuals within those households	23
Total Number of bed nights provided	3030

Housing and Essential Needs

Outputs

	Jan
Number of individuals served with Housing/Utilities	1
Number of individuals served with Essential Needs	4
Total Number of bed nights provided	31

Permanent Support Housing

	Jan
Number of individuals obtained employment	1
Number of individuals increasing their income	1
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	1
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	2
Number of individuals completed Life Skills meeting	5
Number of individuals denied services	0

Outputs PSH

	Jan
Number of households served	5
Number of individuals within those households	5

Shelter

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

Outputs

	Jan
Number of households served	3
Number of individuals within those households	3
Total Number of bed nights provided	93

Total Outcomes for all Programs

	Jan
Number of individuals obtained employment	2
Number of individuals increasing their income	2
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	1
Number of HH moved into affordable permanent housing	6
Number of HH Received referral to mainstream resources	35
Number of individuals completed Life Skills meeting	29
Number of individuals denied services	1

Success Stories

January 2022:

1. One (1) shelter client has been awarded a MCHA voucher
2. One (1) shelter resident has obtained employment
3. Eighteen (18) households with pets have been able to access the warming shelter and housing resources
4. Elderly, disabled couple rescued by WS and other programs from deep snow and freezing temps-RV with failed heating
5. No COVID infections

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce	
Reporting Period:	January, 2022	
Amount Due:	\$ 9,166.00	Monthly Contract Amount
	1,000.00	Program Management Time
	<u>2,214.43</u>	Monthly Reimbursables
	\$ 12,380.43	

VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	130
Telephone Calls:	67
E-Mails:	12
Business Referrals:	441
Tracked Overnight Stays:	17
Mailings (student, relocation, visitor, letters):	2
Chamber Website Pageviews	4,283
COS Website Pageviews	2,419

CHAMBER BUSINESS

Chamber Board Meeting: In January our board meeting focused on updates on Government Affairs Program progress, approving bylaw revisions, board vacancies, new annual report and Chamber Annual Dinner.

Chamber Membership: We had 2 new members join the Chamber and 12 membership renewals in January.

Chamber E-Newsletter: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons to over 1,100 recipients.

Facebook Pages: The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Wind River Business Association as well as for the Chamber itself.

Chamber Marketing, Projects, Action Items:

- Placed ads
- Updated resource page and job posting page in Info Hub
- Added all 2022 events and updated membership benefits on website
- Updated dues structure in GrowthZone and sent out announcement of new dues amounts
- Revised membership benefits list and sent out announcement to membership
- Updated Accommodations, Dining and Event Cards for lure brochure
- Sent Summer events to Skamania Lodge to be included in their Summer Guide publication
- Started planning Gorge Blues and Brews Festival
- Created new Annual Report for 2021
- Held Chamber Annual Dinner and Awards Ceremony
- Bi-weekly meetings with Washington Chamber Executives

County/Regional/State Meeting and Projects:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements, attend monthly meetings and manage the WRBA Facebook page. Created 2021 Income and Expense report.

Stevenson Downtown Association (SDA): Attend monthly SDA board meeting, promotion committee meetings. Organizing a Soup and Stew Smackdown for March.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

Stevenson/SBA Meetings and Projects:

- Monthly meeting with NB Marketing for progress updates on our marketing plan and to review analytics
- Placed ads
- Promote Stevenson as a travel destination on social media
- Added 2022 calendar of events to website
- Added map of Stevenson to website
- New webcams were purchased for Bob's Beach and Kite Beach. Will be installed and live in February.
- Organized an un-decorating day to take down holiday decorations

2022 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 2 Promotional Products and Projects		
P2-D1	Website	\$ 757.39
P2-D2	Social Media and Print Ad Creation	\$1,000.00
P3-B	Christmas in the Gorge	\$ 457.04
		<hr/>
		\$2,214.43

2022 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

Monthly flat rate for program management \$1,000.00

	<i>2021 Budget</i>	<i>Current Request</i>	<i>Requested YTD</i>	<i>Remaining</i>
Total Program Promo Expenses	\$85,000.00	\$3,214.43	\$3,214.43	\$81,785.57

TREASURER'S REPORT

Fund Totals

City Of Stevenson

Time: 16:04:32 Date: 02/11/2022

01/01/2022 To: 01/31/2022

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	0.00	82,447.26	82,292.31	154.95	34,230.51	22,397.40	-27,143.73	29,639.13
010 General Reserve Fund	0.00	446.79		446.79	0.00	0.00	0.00	446.79
020 Fire Reserve Fund	0.00	1,378.27		1,378.27	0.00	0.00	0.00	1,378.27
100 Street Fund	0.00	39,751.15	24,246.09	15,505.06	65.35	6,819.13	0.00	22,389.54
103 Tourism Promo & Develop Fund	0.00	40,150.42	526.79	39,623.63	28,240.53	127.33	0.00	67,991.49
105 Affordable Housing Fund	0.00	471.23		471.23	0.00	0.00	0.00	471.23
300 Capital Improvement Fund	0.00	16,803.51		16,803.51	0.00	0.00	-16,743.37	60.14
400 Water/Sewer Fund	0.00	171,797.51	89,177.07	82,620.44	529.32	11,773.24	-8,854.96	86,068.04
410 Wastewater System Upgrades	0.00	0.00		0.00	14,611.09	0.00	0.00	14,611.09
500 Equipment Service Fund	0.00	9,527.91	10,899.92	-1,372.01	5,179.85	1,016.28	0.00	4,824.12
630 Stevenson Municipal Court	0.00	187.75	187.75	0.00	2.69	0.00	0.00	2.69
	0.00	362,961.80	207,329.93	155,631.87	82,859.34	42,133.38	-52,742.06	227,882.53

TREASURER'S REPORT

Account Totals

City Of Stevenson

01/01/2022 To: 01/31/2022

Time: 16:04:32 Date: 02/11/2022

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	1,115,174.23	358,012.68	198,010.07	1,275,176.84	-52,247.58	124,992.72	1,347,921.98
10	Xpress Bill Pay	32,232.43	33,376.06	38,000.00	27,608.49	-494.48	0.00	27,114.01
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
20	Pacific Premier (Formerly Opus	71,951.46	0.61	0.00	71,952.07	0.00	0.00	71,952.07
Total Cash:		1,219,858.12	391,389.35	236,010.07	1,375,237.40	-52,742.06	124,992.72	1,447,488.06
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	3,273,322.64	252.59	0.00	3,273,575.23	0.00	0.00	3,273,575.23
6	US Bank Safekeeping	1,915,464.55	0.00	0.00	1,915,464.55	0.00	0.00	1,915,464.55
Total Investments:		5,188,787.19	252.59	0.00	5,189,039.78	0.00	0.00	5,189,039.78
		6,408,645.31	391,641.94	236,010.07	6,564,277.18	-52,742.06	124,992.72	6,636,527.84

TREASURER'S REPORT
Fund Investments By Account

City Of Stevenson

Time: 16:04:32 Date: 02/11/2022
Page: 3

01/01/2022 To: 01/31/2022

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	474,200.69		36.59	36.59		474,237.28
010 000 General Reserve Fund	91,049.55		7.03	7.03		91,056.58
020 000 Fire Reserve Fund	764,617.80		59.00	59.00		764,676.80
100 000 Street Fund	277,972.76		21.45	21.45		277,994.21
103 000 Tourism Promo & Develop Fund	407,628.87		31.46	31.46		407,660.33
300 000 Capital Improvement Fund	92,254.33		7.12	7.12		92,261.45
400 000 Water/Sewer Fund	1,011,860.52		78.08	78.08		1,011,938.60
500 000 Equipment Service Fund	153,738.12		11.86	11.86		153,749.98
5 - LGIP	<u>3,273,322.64</u>	<u>0.00</u>	<u>252.59</u>	<u>252.59</u>		<u>3,273,575.23</u>
001 000 General Expense Fund	426,045.00					426,045.00
010 000 General Reserve Fund	211,908.38					211,908.38
020 000 Fire Reserve Fund	635,725.10					635,725.10
103 000 Tourism Promo & Develop Fund	320,417.69					320,417.69
300 000 Capital Improvement Fund	25,549.13					25,549.13
400 000 Water/Sewer Fund	285,600.57					285,600.57
500 000 Equipment Service Fund	10,218.68					10,218.68
6 - US Bank Safekeeping	<u>1,915,464.55</u>	<u>0.00</u>	<u>0.00</u>			<u>1,915,464.55</u>
	<u>5,188,787.19</u>	<u>0.00</u>	<u>252.59</u>	<u>252.59</u>		<u>5,189,039.78</u>

TREASURER'S REPORT

Fund Investment Totals

City Of Stevenson

01/01/2022 To: 01/31/2022

Time: 16:04:32 Date: 02/11/2022

Page: 4

Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	900,245.69		36.59	36.59		900,282.28	-900,127.33
010 General Reserve Fund	302,957.93		7.03	7.03		302,964.96	-302,518.17
020 Fire Reserve Fund	1,400,342.90		59.00	59.00		1,400,401.90	-1,399,023.63
100 Street Fund	277,972.76		21.45	21.45		277,994.21	-262,489.15
103 Tourism Promo & Develop Fund	728,046.56		31.46	31.46		728,078.02	-688,454.39
105 Affordable Housing Fund						0.00	471.23
300 Capital Improvement Fund	117,803.46		7.12	7.12		117,810.58	-101,007.07
400 Water/Sewer Fund	1,297,461.09		78.08	78.08		1,297,539.17	-1,214,918.73
500 Equipment Service Fund	163,956.80		11.86	11.86		163,968.66	-165,340.67
	5,188,787.19		252.59	252.59		5,189,039.78	-5,033,407.91

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

155,631.87

TREASURER'S REPORT
Outstanding Vouchers

City Of Stevenson

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	231	01/31/2022	Util Pay	1			922.93	
2022	232	01/31/2022	Util Pay	1		Xpress Billpay	143.63	Xpress Import - CC - 01-28-2022__daily_batch.csv
2022	234	01/31/2022	Tr Rec	1		Telephone Tax Vendor	0.06	December 2021 Electric Lightwave
2022	235	01/31/2022	Util Pay	1		Batch Payments	7,170.30	
2022	236	01/31/2022	Tr Rec	1		Skamania County District II Fire	15,368.90	Q4 2021 Reimbursement
2022	237	01/31/2022	Tr Rec	1		Receipting Vendor	0.01	.01 cents overpaid by Skamania County Inv. #512
2022	238	01/31/2022	Tr Rec	1		Skamania County Treasurer	28,518.13	December 2021 Tax Collections
2022	239	01/31/2022	Util Pay	1		Xpress Billpay	123.62	Xpress Import - CC - 01-31-2022__daily_batch.csv
Receipts Outstanding:							52,247.58	
2022	216	01/31/2022	Payroll	1	EFT	Colonial Life	139.94	Pay Cycle(s) 01/31/2022 To 01/31/2022 - Disability; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Life Insurance; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Accident
2022	218	01/31/2022	Payroll	1	EFT	EFTPS Tax Payment	16,405.80	941 Deposit for Pay Cycle(s) 01/31/2022 - 01/31/2022
2022	217	01/31/2022	Payroll	1	EFT	Department of Retirement Systems	9,856.37	Pay Cycle(s) 01/31/2022 To 01/31/2022 - PERS2; Pay Cycle(s) 01/31/2022 To 01/31/2022 - DCP
2022	215	01/31/2022	Payroll	1	EFT	AWC Employee Benefit Trust	8,153.90	Pay Cycle(s) 01/31/2022 To 01/31/2022 - Medical; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Dental; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Vision
2021	3007	12/12/2021	Payroll	1	15585	Connor Black	68.34	2021 Volunteer FF Pay
2021	3014	12/12/2021	Payroll	1	15591	Chelsey M Farris	134.83	2021 Volunteer FF Pay
2021	3028	12/12/2021	Payroll	1	15603	Walter Greyson Rudd	363.86	2021 Volunteer FF Pay
2021	3263	12/31/2021	Claims	1	15693	Skamania County Treasurer	15,492.77	August 3, 2021 Primary Election; November 2021 General Election
2021	3272	12/31/2021	Payroll	1	15698	Mark W Tittle	24.37	Stand-by Pay Adjustment
2021	3295	12/31/2021	Claims	1	15702	CGTA	5,000.00	2021 Regional Tourism Advancement
2021	3296	12/31/2021	Claims	1	15703	Centurylink Comm Inc	46.82	December 2021 WWTP Long Distance
2021	3307	12/31/2021	Claims	1	15714	Northwest Graphic Works LLC	462.84	Hoodies/Polos for Staff & Crew
2021	3311	12/31/2021	Claims	1	15718	Skamania County Treasurer	65.35	January 2022 Remittance for funds received in December 2021
2021	3313	12/31/2021	Claims	1	15720	Stevenson Downtown Association	17,240.53	LTAC Operations - Q4 2021; LTAC Plaza
2021	3314	12/31/2021	Claims	1	15721	Stevenson Farmers Market	3,000.00	2021 Lodging Tax Grant
2021	3315	12/31/2021	Claims	1	15722	The Kellogg Group	3,000.00	2021 Stevenson Waterfront Music Festival
2021	3318	12/31/2021	Claims	1	15725	WEX Bank	1,050.96	Statement 12.16.21-12.31.21

TREASURER'S REPORT
Outstanding Vouchers

City Of Stevenson

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	3319	12/31/2021	Claims	1	15726	Wallis Engineering PLLC	14,611.09	WWTP Improvements Bidding & Construction; WWTP Equipment Procurement; 2021 WW Collection System Upgrades
2022	130	01/20/2022	Claims	1	15730	CenturyLink	191.06	January 2022 Firehall Phone Service; January 2022 WTP Phone Service; January 2022 Kanaka Creek Trf Stn Phone Service
2022	134	01/20/2022	Claims	1	15734	Evergreen Rural Water of Washington	347.20	2022 Annual Membership Dues
2022	136	01/20/2022	Claims	1	15736	Gregory Scott Cheney	832.50	January 2022 Indigent Defence Services
2022	137	01/20/2022	Claims	1	15737	Les Schwab Tire Center	1,919.16	Tire Chains for Dump Truck & Backhoe; Tire Chains for 6 Pick Ups
2022	139	01/20/2022	Claims	1	15739	QCL Inc	9.00	Annual Queries for 3 Drivers
2022	144	01/20/2022	Claims	1	15744	Skamania County Probation	325.94	December 2021 Probation Costs
2022	146	01/20/2022	Claims	1	15746	Skamania County Treasurer	17,359.69	January 2022 Municipal Court Fees; January 2022 Remittance for 2022 expenses
2022	148	01/20/2022	Claims	1	15748	WEX Bank	1,904.43	January 2022 Statement
2022	205	01/31/2022	Payroll	1	15753	Michael D Johnson	275.73	PP 01.01.22-01.31.22
2022	208	01/31/2022	Payroll	1	15754	Tyson M Marquis	140.57	PP 01.01.22-01.31.22
2022	209	01/31/2022	Payroll	1	15755	Kristy A McCaskell	275.73	PP 01.01.22-01.31.22
2022	214	01/31/2022	Payroll	1	15756	Mark W Tittle	5,624.56	PP 01.01.22-01.31.22
2022	219	01/31/2022	Payroll	1	15757	City of Stevenson	319.38	Pay Cycle(s) 01/31/2022 To 01/31/2022 - City Payback
2022	220	01/31/2022	Payroll	1	15758	HRA VEBA Trust Contributions	350.00	Pay Cycle(s) 01/31/2022 To 01/31/2022 - HRA VEBA
							124,992.72	
2022	233	01/31/2022	Util Pay	10		Xpress Billpay	370.86	Xpress Import - EFT - 01-28-2022_daily_batch.csv
2022	240	01/31/2022	Util Pay	10		Xpress Billpay	123.62	Xpress Import - CheckFree - 01-31-2022_daily_batch
							494.48	Receipts Outstanding:
							124,992.72	

Fund	Claims	Payroll	Total
001 General Expense Fund	34,230.51	22,397.40	56,627.91
100 Street Fund	65.35	6,819.13	6,884.48
103 Tourism Promo & Develop Fund	28,240.53	127.33	28,367.86
400 Water/Sewer Fund	529.32	11,773.24	12,302.56
410 Wastewater System Upgrades	14,611.09	0.00	14,611.09
500 Equipment Service Fund	5,179.85	1,016.28	6,196.13

TREASURER'S REPORT
 Outstanding Vouchers

City Of Stevenson

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
Fund							Claims	Payroll	Total
630 Stevenson Municipal Court							2.69	0.00	2.69
							82,859.34	42,133.38	124,992.72

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

2022 BUDGET POSITION

City Of Stevenson

Time: 16:02:36 Date: 02/11/2022

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001 General Expense Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	734,277.12	0.00	734,277.12	0.0%
102 Unemployment Reserve	33,413.82	0.00	33,413.82	0.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	0.0%
308 Beginning Balances	818,826.07	0.00	818,826.07	0.0%
311 Property Tax	501,569.36	6,349.75	495,219.61	1.3%
313 Sales Tax	300,000.00	29,123.99	270,876.01	9.7%
316 Utility Tax	32,000.00	18,424.60	13,575.40	57.6%
317 Other Tax	16,000.00	5,421.86	10,578.14	33.9%
310 Taxes	849,569.36	59,320.20	790,249.16	7.0%
321 Licenses	2,900.00	386.66	2,513.34	13.3%
322 Permits	0.00	0.00	0.00	0.0%
320 Licenses & Permits	2,900.00	386.66	2,513.34	13.3%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Taxe	17,499.50	4,095.62	13,403.88	23.4%
330 Intergovernmental Revenues	28,499.50	4,095.62	24,403.88	14.4%
341 Admin, Printing & Probation Fees	222,797.62	330.94	222,466.68	0.1%
342 Fire District 2	32,700.00	15,368.90	17,331.10	47.0%
345 Planning	4,500.00	1,552.50	2,947.50	34.5%
346 Building	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	259,997.62	17,252.34	242,745.28	6.6%
350 Fines & Penalties	12,700.00	451.31	12,248.69	3.6%
360 Interest & Other Earnings	8,000.00	941.13	7,058.87	11.8%
Fund Revenues:	1,980,492.55	82,447.26	1,898,045.29	4.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	19,750.00	1,383.06	18,366.94	7.0%
512 Judicial	59,950.00	4,254.51	55,695.49	7.1%
513 Executive	123,095.00	10,714.26	112,380.74	8.7%
514 Financial, Recording & Elections	122,000.50	7,396.06	114,604.44	6.1%
515 Legal Services	16,500.00	0.00	16,500.00	0.0%
517 Employee Benefit Programs	525.00	0.00	525.00	0.0%
518 Centralized Services	85,923.32	29,985.96	55,937.36	34.9%
521 Law Enforcement	213,228.07	16,019.94	197,208.13	7.5%
202 Fire Department	99,445.00	2,591.26	96,853.74	2.6%
203 Fire District 2	30,750.00	89.94	30,660.06	0.3%
522 Fire Control	130,195.00	2,681.20	127,513.80	2.1%
528 Dispatch Services	6,000.00	0.00	6,000.00	0.0%
553 Conservation	500.00	0.00	500.00	0.0%
554 Environmental Services	0.00	0.00	0.00	0.0%
550 Building	5,000.00	0.00	5,000.00	0.0%
560 Planning	166,980.00	10,120.28	156,859.72	6.1%
570 Economic Development	27,105.60	0.00	27,105.60	0.0%

2022 BUDGET POSITION

City Of Stevenson

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001 General Expense Fund Months: 01 To: 01

Expenditures	Amt Budgeted	Expenditures	Remaining
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558 Planning & Community Devel

558 Planning & Community Devel	199,085.60	10,120.28	188,965.32	5.1%
562 Public Health	10,000.00	0.00	10,000.00	0.0%
565 Welfare	10,000.00	0.00	10,000.00	0.0%
566 Substance Abuse	150.00	0.00	150.00	0.0%
573 Cultural & Community Activities	500.00	0.00	500.00	0.0%
576 Park Facilities	94,660.00	0.00	94,660.00	0.0%
580 Non Expenditures	0.00	(262.96)	262.96	0.0%
597 Interfund Transfers	25,000.00	0.00	25,000.00	0.0%
100 Unreserved	778,880.93	0.00	778,880.93	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	0.0%
999 Ending Balance	863,430.06	0.00	863,430.06	0.0%
Fund Expenditures:	1,980,492.55	82,292.31	1,898,200.24	4.2%
Fund Excess/(Deficit):	0.00	154.95		

2022 BUDGET POSITION

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010 General Reserve Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	326,705.62	0.00	326,705.62	0.0%
360 Interest & Other Earnings	0.00	446.79	(446.79)	0.0%
Fund Revenues:	326,705.62	446.79	326,258.83	0.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	326,705.62	0.00	326,705.62	0.0%
Fund Expenditures:	326,705.62	0.00	326,705.62	0.0%
Fund Excess/(Deficit):	0.00	446.79		

2022 BUDGET POSITION

City Of Stevenson

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020 Fire Reserve Fund		Months: 01 To: 01			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	1,589,616.67	0.00	1,589,616.67	0.0%	
360 Interest & Other Earnings	0.00	1,378.27	(1,378.27)	0.0%	
397 Interfund Transfers	25,000.00	0.00	25,000.00	0.0%	
Fund Revenues:	1,614,616.67	1,378.27	1,613,238.40	0.1%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
999 Ending Balance	1,614,616.67	0.00	1,614,616.67	0.0%	
Fund Expenditures:	1,614,616.67	0.00	1,614,616.67	0.0%	
Fund Excess/(Deficit):	0.00	1,378.27			

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030 ARPA Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	223,677.00	0.00	223,677.00	0.0%
330 Intergovernmental Revenues	223,677.00	0.00	223,677.00	0.0%
Fund Revenues:	447,354.00	0.00	447,354.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	447,354.00	0.00	447,354.00	0.0%
Fund Expenditures:	447,354.00	0.00	447,354.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2022 BUDGET POSITION

City Of Stevenson

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100 Street Fund		Months: 01 To: 01		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	211,186.34	0.00	211,186.34	0.0%
310 Taxes	325,000.00	37,009.75	287,990.25	11.4%
320 Licenses & Permits	600.00	0.00	600.00	0.0%
330 Intergovernmental Revenues	43,340.50	2,176.86	41,163.64	5.0%
360 Interest & Other Earnings	0.00	21.45	(21.45)	0.0%
390 Other Financing Sources	0.00	543.09	(543.09)	0.0%
397 Interfund Transfers	30,000.00	0.00	30,000.00	0.0%
Fund Revenues:	610,126.84	39,751.15	570,375.69	6.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	368,498.31	12,013.76	356,484.55	3.3%
543 Streets Admin & Overhead	47,832.50	9,853.00	37,979.50	20.6%
544 Road & Street Operations	0.00	0.00	0.00	0.0%
566 Substance Abuse	0.00	0.00	0.00	0.0%
594 Capital Expenditures	134,000.00	2,379.33	131,620.67	1.8%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
999 Ending Balance	59,796.03	0.00	59,796.03	0.0%
Fund Expenditures:	610,126.84	24,246.09	585,880.75	4.0%
Fund Excess/(Deficit):	0.00	15,505.06		

2022 BUDGET POSITION

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103 Tourism Promo & Develop Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	548,500.17	0.00	548,500.17	0.0%
310 Taxes	430,000.00	39,454.02	390,545.98	9.2%
360 Interest & Other Earnings	0.00	696.40	(696.40)	0.0%
Fund Revenues:	978,500.17	40,150.42	938,349.75	4.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	411,575.93	526.79	411,049.14	0.1%
594 Capital Expenditures	230,000.00	0.00	230,000.00	0.0%
999 Ending Balance	336,924.24	0.00	336,924.24	0.0%
Fund Expenditures:	978,500.17	526.79	977,973.38	0.1%
Fund Excess/(Deficit):	0.00	39,623.63		

2022 BUDGET POSITION

City Of Stevenson

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105 Affordable Housing Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	6,215.61	0.00	6,215.61	0.0%
310 Taxes	5,000.00	471.23	4,528.77	9.4%
Fund Revenues:	11,215.61	471.23	10,744.38	4.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	11,215.61	0.00	11,215.61	0.0%
Fund Expenditures:	11,215.61	0.00	11,215.61	0.0%
Fund Excess/(Deficit):	0.00	471.23		

2022 BUDGET POSITION

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300 Capital Improvement Fund		Months: 01 To: 01			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	107,273.57	0.00	107,273.57	0.0%	
310 Taxes	20,000.00	16,743.37	3,256.63	83.7%	
360 Interest & Other Earnings	0.00	60.14	(60.14)	0.0%	
Fund Revenues:	127,273.57	16,803.51	110,470.06	13.2%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
597 Interfund Transfers	30,000.00	0.00	30,000.00	0.0%	
999 Ending Balance	97,273.57	0.00	97,273.57	0.0%	
Fund Expenditures:	127,273.57	0.00	127,273.57	0.0%	
Fund Excess/(Deficit):	0.00	16,803.51			

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

2022 BUDGET POSITION

City Of Stevenson

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312 Columbia Ave Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues	200,000.00	0.00	200,000.00	0.0%
Fund Revenues:	200,000.00	0.00	200,000.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	200,000.00	0.00	200,000.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	200,000.00	0.00	200,000.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2022 BUDGET POSITION

City Of Stevenson

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400 Water/Sewer Fund		Months: 01 To: 01			
Revenues	Amt Budgeted	Revenues	Remaining		
400 Water/Sewer	218,216.56	0.00	218,216.56	0.0%	
401 Water	454,401.46	0.00	454,401.46	0.0%	
402 Sewer	412,368.47	0.00	412,368.47	0.0%	
308 Beginning Balances	1,084,986.49	0.00	1,084,986.49	0.0%	
330 Intergovernmental Revenues	1,000.00	0.00	1,000.00	0.0%	
343 Water	678,600.00	53,610.93	624,989.07	7.9%	
344 Sewer	1,019,437.50	102,668.21	916,769.29	10.1%	
340 Charges For Goods & Services	1,698,037.50	156,279.14	1,541,758.36	9.2%	
343 Water	46,674.00	8,604.00	38,070.00	18.4%	
344 Sewer	56,532.00	6,243.00	50,289.00	11.0%	
400 Water/Sewer	4,000.00	671.37	3,328.63	16.8%	
360 Interest & Other Earnings	107,206.00	15,518.37	91,687.63	14.5%	
380 Non Revenues	0.00	0.00	0.00	0.0%	
Fund Revenues:	2,891,229.99	171,797.51	2,719,432.48	5.9%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
534 Water Utilities	623,109.97	43,494.43	579,615.54	7.0%	
535 Sewer	926,611.86	44,921.93	881,689.93	4.8%	
534 Water	60,970.90	0.00	60,970.90	0.0%	
535 Sewer	118,920.00	0.00	118,920.00	0.0%	
591 Debt Service	179,890.90	0.00	179,890.90	0.0%	
594 Capital Expenditures	211,500.00	760.71	210,739.29	0.4%	
597 Interfund Transfers	121,779.00	0.00	121,779.00	0.0%	
400 Water/Sewer	160,362.33	0.00	160,362.33	0.0%	
401 Water	299,075.46	0.00	299,075.46	0.0%	
402 Sewer	368,900.47	0.00	368,900.47	0.0%	
999 Ending Balance	828,338.26	0.00	828,338.26	0.0%	
Fund Expenditures:	2,891,229.99	89,177.07	2,802,052.92	3.1%	
Fund Excess/(Deficit):	0.00	82,620.44			

2022 BUDGET POSITION

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406 Wastewater Short Lived Asset Reserve Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	43,558.00	0.00	43,558.00	0.0%
397 Interfund Transfers	21,779.00	0.00	21,779.00	0.0%
Fund Revenues:	65,337.00	0.00	65,337.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	65,337.00	0.00	65,337.00	0.0%
Fund Expenditures:	65,337.00	0.00	65,337.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2022 BUDGET POSITION

City Of Stevenson

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408 Wastewater Debt Reserve Fund Months: 01 To: 01

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	61,191.00	0.00	61,191.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	61,191.00	0.00	61,191.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	61,191.00	0.00	61,191.00	0.0%
Fund Expenditures:	61,191.00	0.00	61,191.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2022 BUDGET POSITION

City Of Stevenson

Time: 16:02:36 Date: 02/11/2022

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410 Wastewater System Upgrades			Months: 01 To: 01		
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	0.00	0.00	0.00	0.0%	
330 Intergovernmental Revenues	1,733,656.00	0.00	1,733,656.00	0.0%	
390 Other Financing Sources	8,833,414.00	0.00	8,833,414.00	0.0%	
397 Interfund Transfers	100,000.00	0.00	100,000.00	0.0%	
Fund Revenues:	10,667,070.00	0.00	10,667,070.00	0.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
594 Capital Expenditures	10,667,070.00	0.00	10,667,070.00	0.0%	
999 Ending Balance	0.00	0.00	0.00	0.0%	
Fund Expenditures:	10,667,070.00	0.00	10,667,070.00	0.0%	
Fund Excess/(Deficit):	0.00	0.00			

2022 BUDGET POSITION

City Of Stevenson

Time: 16:02:36 Date: 02/11/2022

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500 Equipment Service Fund		Months: 01 To: 01		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	188,197.57	0.00	188,197.57	0.0%
340 Charges For Goods & Services	125,000.00	9,494.86	115,505.14	7.6%
360 Interest & Other Earnings	0.00	33.05	(33.05)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
Fund Revenues:	313,197.57	9,527.91	303,669.66	3.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	122,614.55	10,899.92	111,714.63	8.9%
594 Capital Expenditures	45,000.00	0.00	45,000.00	0.0%
999 Ending Balance	145,583.02	0.00	145,583.02	0.0%
Fund Expenditures:	313,197.57	10,899.92	302,297.65	3.5%
Fund Excess/(Deficit):	0.00	(1,372.01)		

2022 BUDGET POSITION

City Of Stevenson

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630 Stevenson Municipal Court		Months: 01 To: 01			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	0.00	0.00	0.00	0.0%	
380 Non Revenues	0.00	187.75	(187.75)	0.0%	
Fund Revenues:	0.00	187.75	(187.75)	0.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
580 Non Expenditures	0.00	187.75	(187.75)	0.0%	
999 Ending Balance	0.00	0.00	0.00	0.0%	
Fund Expenditures:	0.00	187.75	(187.75)	0.0%	
Fund Excess/(Deficit):	0.00	0.00			

2022 BUDGET POSITION TOTALS

City Of Stevenson

Months: 01 To: 01

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	1,980,492.55	82,447.26	4.2%	1,980,492.55	82,292.31	4%
010 General Reserve Fund	326,705.62	446.79	0.1%	326,705.62	0.00	0%
020 Fire Reserve Fund	1,614,616.67	1,378.27	0.1%	1,614,616.67	0.00	0%
030 ARPA	447,354.00	0.00	0.0%	447,354.00	0.00	0%
100 Street Fund	610,126.84	39,751.15	6.5%	610,126.84	24,246.09	4%
103 Tourism Promo & Develop Fund	978,500.17	40,150.42	4.1%	978,500.17	526.79	0%
105 Affordable Housing Fund	11,215.61	471.23	4.2%	11,215.61	0.00	0%
300 Capital Improvement Fund	127,273.57	16,803.51	13.2%	127,273.57	0.00	0%
311 First Street	0.00	0.00	0.0%	0.00	0.00	0%
312 Columbia Ave	200,000.00	0.00	0.0%	200,000.00	0.00	0%
400 Water/Sewer Fund	2,891,229.99	171,797.51	5.9%	2,891,229.99	89,177.07	3%
406 Wastewater Short Lived Asset Res	65,337.00	0.00	0.0%	65,337.00	0.00	0%
408 Wastewater Debt Reserve Fund	61,191.00	0.00	0.0%	61,191.00	0.00	0%
410 Wastewater System Upgrades	10,667,070.00	0.00	0.0%	10,667,070.00	0.00	0%
500 Equipment Service Fund	313,197.57	9,527.91	3.0%	313,197.57	10,899.92	3%
630 Stevenson Municipal Court	0.00	187.75	0.0%	0.00	187.75	0%
	20,294,310.59	362,961.80	1.8%	20,294,310.59	207,329.93	1.0%



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Abandon Vehicle Right of Way	3
Other Types of Animal Calls	1
Assault Other Weapons	1
Burglary Non Res Unlawful Ent	1
Business Establishment Alarm	2
Carprowl Theft from Auto	1
Citizen Assist	4
Problems with Dogs	4
Domestic Violence	3
DUI Alcohol or Drugs	1
Found Property	2
Fraud	2
Harrass	3
Hit & Run Accident	2
Hospice	1
Information Report	3
Juvenile Problem	2
Medical Emergency	24
Mental Health Problems	4
Mtorist Assist	1
Patrol Request	2
Traffic Collision Prop Damage	2
Property Damage, Non Vandalism	1
Public Nuisance/County Ordinan	1
Request Traffic Enforcement	3
Sex Offense/Abuse	2
Shooting Noise	1
Structure/Building Fire	1
Suspicious Person/Circumstance	11
Threats	1
Traffic Hazard	1
Traffic Stop	2
Tresspassing	3
Power/Gas/Water Problems	2
Vandalism/Mailic Misch	2
Violation Court Orders	1
Vicious Animals	1
Wanted Person - Warrant	1
Welfare Check	6

Total reported: 109

Report Includes:

All dates between `00:00:00 01/01/22` and `00:00:00 02/01/22`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Burglary Non Res Unlawful Ent	1
Business Establishment Alarm	1

Total reported: 2

Report Includes:

All dates between `00:00:00 01/01/22` and `00:00:00 02/01/22`, All agencies matching `SCSO`, All natures, All locations matching `22`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

Nature of Incident

Drug Referral

Total Incidents

1

Total reported: 1

Report Includes:

All dates between `00:00:00 01/01/22` and `00:00:00 02/01/22`, All agencies matching `SCSO`, All natures, All locations matching `19`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Total</u>
26.50.110	VIO PROTECT ORDER	2
46.20.342	DR W/LIC PRIV SUSP	1
46.61.502	DWI	1

Report Totals		4
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Report Includes:

All dates of issue between `00:00:00 01/01/22` and `00:00:00 02/01/22`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

2022 Overall	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Mitige													
County	21304	0	0	0	0	0	0	0	0	0	0	0	21304
Stevenson	2409	0	0	0	0	0	0	0	0	0	0	0	2409
N. Bonneville	1101	0	0	0	0	0	0	0	0	0	0	0	1101
USFS	2607	0	0	0	0	0	0	0	0	0	0	0	2607
Title 3	45	0	0	0	0	0	0	0	0	0	0	0	45
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	25870	0	0	0	0	0	0	0	0	0	0	0	25870
Hourly Report													
Vacation	135.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.50
Sick Leave	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
Training	38.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.50
Administration	52.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.75
Patrol/Investigations													
Schools/Com Svc	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
K 9	26.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.25
County	1078.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1078.75
Stevenson	569.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	569.50
Stev Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
N. Bonneville	202.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	202.75
N. Bonn Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Superior Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USFS	189.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.50
Gorge Scenic	72.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.75
Weyer/Col Timber	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SDS Patrol	12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.50
Eradication County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Traffic Enforce.	369.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	369.25
SAR County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Title 3	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
Emergency Response	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
SAR Missions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Title 3 Subtotal	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
SubTotal Reg	2612.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2612.50
Overtime													
Schools/Com Svc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County	23.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.75
Stevenson	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
Stevenson Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
N. Bonneville	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
N. Bonneville Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District Court	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
Superior Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USFS	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
Training	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
Weyer/Col Timber	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DNR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Eradication County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Traffic Enforce.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Contracts	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
SAR County	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
SAR Title 3	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
Total Overtime	32.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.75
Total Title 3	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
TOT HRS	2875.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2875.50



City of Stevenson

Fire Department – Rob Farris, Chief

(509) 427-5970

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

To: Stevenson City Council
 From: Rob Farris, Fire Chief
 RE: Fire Department Update – January 2022 and 2021 Review
 Meeting Date: February 17th, 2022

Executive Summary:

2021 Overview

- Finished implementation of 2018 AFG Grant by putting Engine 2-3 into service at the Stewart Addition fire station
- Re-chassis Brush 2-1 using DNR Phase 2 grant and BNSF Community grant
- Fire hose and ladder testing for the department
- New gutters on Station 2-1

Volunteer Time Summary

- 57 Meetings/Trainings
- Volunteer training hours – 577 Hours

2021 Response Data

Response by area	
City Calls	40
Fire District 2	15
Mutual Aid to FD 1	11
Mutual Aid to FD 5	2
Mutual Aid to Cascade Locks Fire	1
Mutual Aid to SCEMS	2
Initial Attack for DNR	1
Total Calls	72

Response by type	
Wildfire	8
Vehicle Fire	4
Trash Fire	1
Structure Fire	14
Smoke Investigation	2
Small Plane Crash	1
Residential Fire Alarm	7
Propane Leak	1
Powerline Issue	1
Odor Investigation	1
Natural Gas Leak	2
Motor Vehicle Collision	8
Medical Manpower	2
Fire in an appliance	2
Commercial Fire Alarm	7
Burn Complaint	11
Total	72

Overview of Items:

- *COVID-19 Response: Ongoing*
- *New Fire Hall: Ongoing*
- *Preparation for wildland season*
- *Building “Play books” for response*
- *Strategic Plan for Stevenson Fire/SCFD 2*

Drills/Training/Calls:

January Drills/Training – 32 hours

January Calls – 4 total

1 – Commercial Fire Alarm

1 – Powerline issue

2 – Structure Fire

Action Needed: Open invitation to council members to visit the fire station to see the current condition and space needs.



A MAIN STREET ORGANIZATION

January 2022

Dear community partner, volunteer, or donor:

Oh, how far we've come together in just a year! With your support of the Stevenson Downtown Association – whether through volunteerism, financial generosity or community partnership – we created new programs and elevated our mission of promoting and revitalizing Downtown Stevenson and enriching our local heritage.

Together, in 2021, we made many strides as a local non-profit Main Street organization.

- We continued the post-pandemic Bricks & Clicks Grant Program – providing assistance to eleven businesses and property owners in order to improve building exteriors or e-commerce solutions (that's a total of 27 grants since October 2020).
- We brought 65 community volunteers together (outdoors and safely spaced) for the first time since the pandemic at the Spruce-Up Stevenson work day in the Spring – fostering a much-needed sense of community and collective pride of place.
- We built the first Stevenson Streatery – a seasonal outdoor public dining space – in a true community effort involving woodshop students, artists, sponsors and volunteers.
- We created two new annual downtown promotions: the Stevenson Sandwich Smackdown – a friendly sandwich competition, and Plaid Friday – a relaxed alternative to Black Friday that encourages people to wear plaid and 'love' local.
- We collaborated with the Chamber on four downtown business ribbon cutting events.
- We partnered with the City on a downtown parking study and building signage guide.
- We worked with the County on archeological initiatives for the Courthouse Plaza.

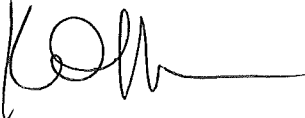
- And, we made the exciting decision to merge with the Stevenson Farmers Market in 2022 to combine resources and further benefit our community!

All of these efforts get us closer to realizing the vision of the Stevenson Downtown Association. By embracing the Main Street Approach, we envision a historically preserved, economically vibrant downtown where locals and visitors alike come together for community, culture and connection to the Columbia River.

Thank you for your partnership, contributions and community spirit over the past year. This work of promoting economic vitality and local pride in Downtown Stevenson happens with the generosity and commitment of people like you. I look forward to achieving more together in 2022 and beyond.

Whether or not you live in Stevenson, the downtown district is the living room of our collective community... and, together, we are #stevensonstrong!

With gratitude,



Kelly O'Malley-McKee
Executive Director
Stevenson Downtown Association

Contact:
director@stevensonmainstreet.org

Learn, volunteer, donate:
stevensonmainstreet.org



A MAIN STREET ORGANIZATION

IMPACT IN 2021

Thanks to community volunteers, donors and partners, the Stevenson Downtown Association accomplished these highlights:

DISTRIBUTED ELEVEN BRICKS & CLICKS GRANTS

We distributed 11 Bricks & Clicks Grants to downtown businesses and property owners (with a total of 27 granted since the program began in October 2020)



BUILT THE FIRST STEVENSON STREATERY

We built the Stevenson Streatery, an outdoor public dining space, featuring six picnic tables built by woodshop students and painted by local artists

HOSTED SPRUCE-UP STEVENSON

We hosted Spruce Up Stevenson with the collective effort of over 65 community volunteers tallying more than 180 hours beautifying our downtown



HELD INAUGURAL STEVENSON SANDWICH SMACKDOWN

We created the Stevenson Sandwich Smackdown with 7 downtown food establishments with Walking Man Brewing receiving the inaugural "Sammich" Trophy

PROMOTED PLAID FRIDAY WITH 23 MERCHANTS

We celebrated the first Plaid Friday locally with 23 downtown merchants, as a small town alternative to Black Friday in order to WEAR PLAID & LOVE LOCAL



Our mission is to promote and revitalize Downtown Stevenson and enrich our local heritage.

STEVENSONMAINSTREET.ORG

CHECK REGISTER

City Of Stevenson

Time: 19:50:12 Date: 02/15/2022

01/21/2022 To: 02/17/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
199	01/31/2022	Payroll	1	EFT		551.47	PP 01.01.22-01.31.22
200	01/31/2022	Payroll	1	EFT		4,020.29	PP 01.01.22-01.31.22
201	01/31/2022	Payroll	1	EFT		275.73	PP 01.01.22-01.31.22
202	01/31/2022	Payroll	1	EFT		5,472.62	PP 01.01.22-01.31.22
203	01/31/2022	Payroll	1	EFT		91.91	PP 01.01.22-01.31.22
204	01/31/2022	Payroll	1	EFT		275.73	PP 01.01.22-01.31.22
206	01/31/2022	Payroll	1	EFT		7,785.82	PP 01.01.22-01.31.22
207	01/31/2022	Payroll	1	EFT		348.35	PP 01.01.22-01.31.22
210	01/31/2022	Payroll	1	EFT		135.83	PP 01.01.22-01.31.22
211	01/31/2022	Payroll	1	EFT		7,484.00	PP 01.01.22-01.31.22
212	01/31/2022	Payroll	1	EFT		5,311.08	PP 01.01.22-01.31.22
213	01/31/2022	Payroll	1	EFT		5,246.51	PP 01.01.22-01.31.22
215	01/31/2022	Payroll	1	EFT	AWC Employee Benefit Trust	8,153.90	Pay Cycle(s) 01/31/2022 To 01/31/2022 - Medical; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Dental; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Vision
216	01/31/2022	Payroll	1	EFT	Colonial Life	139.94	Pay Cycle(s) 01/31/2022 To 01/31/2022 - Disability; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Life Insurance; Pay Cycle(s) 01/31/2022 To 01/31/2022 - Accident
217	01/31/2022	Payroll	1	EFT	Department of Retirement Systems	9,856.37	Pay Cycle(s) 01/31/2022 To 01/31/2022 - PERS2; Pay Cycle(s) 01/31/2022 To 01/31/2022 - DCP
218	01/31/2022	Payroll	1	EFT	EFTPS Tax Payment	16,405.80	941 Deposit for Pay Cycle(s) 01/31/2022 - 01/31/2022
323	02/14/2022	Payroll	1	EFT	EFTPS Tax Payment	274.48	941 Deposit for Pay Cycle(s) 02/14/2022 - 02/14/2022
324	02/14/2022	Payroll	1	EFT		1,515.13	Out of Class pay for Gordy
334	02/17/2022	Claims	1	EFT	Department of Revenue	5,432.14	January 2022 Taxes
335	02/17/2022	Claims	1	EFT	Kenneth B Woodrich PC	1,990.00	January 2022 Statement
205	01/31/2022	Payroll	1	15753		275.73	PP 01.01.22-01.31.22
208	01/31/2022	Payroll	1	15754		140.57	PP 01.01.22-01.31.22
209	01/31/2022	Payroll	1	15755		275.73	PP 01.01.22-01.31.22
214	01/31/2022	Payroll	1	15756		5,624.56	PP 01.01.22-01.31.22
219	01/31/2022	Payroll	1	15757	City of Stevenson	319.38	Pay Cycle(s) 01/31/2022 To 01/31/2022 - City Payback
220	01/31/2022	Payroll	1	15758	HRA VEBA Trust Contributions	350.00	Pay Cycle(s) 01/31/2022 To 01/31/2022 - HRA VEBA
336	02/17/2022	Claims	1	15759	A&J Select	12.69	Paper Towels & Zip Lock Bags for WWTP
337	02/17/2022	Claims	1	15760	Advanced Diving Services Inc	2,733.43	Tank Cleaning-Contact Basin at WTP
338	02/17/2022	Claims	1	15761	Aerzen USA Corp	18,985.79	Rotary Lobe Blowers-10% Upon Submittal
339	02/17/2022	Claims	1	15762	Aramark Uniform Services	104.52	January 2022 Statement
340	02/17/2022	Claims	1	15763	BSK Associates	1,724.75	January 2022 Water Sampling; January 2022 WWTP Sampling
341	02/17/2022	Claims	1	15764	Board For Volunteer Firefighters	2,190.00	2022 Pension Payment
342	02/17/2022	Claims	1	15765	Bryant Pipe & Supply Inc.	241.84	Parts for Sewer Lift Station at the Fairgrounds
343	02/17/2022	Claims	1	15766	Cascade Columbia Distribution	1,838.42	Chemicals for WTP
344	02/17/2022	Claims	1	15767	CenturyLink	197.82	February 2022 Firehall Phone Service; February 2022 Kanaka Creek Trf Station Phone Service; February 2022 WWTP Phone Service

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
369	02/17/2022	Claims	1	15792	Scott W Midland	560.04	Snow Removal-January Snow Emergency
370	02/17/2022	Claims	1	15793	Mobley Engineering dba Lancaster Mobley	2,000.00	Stevenson City Wide Traffic Study
371	02/17/2022	Claims	1	15794	NAPA Auto Parts	593.84	January 2022 Statement
372	02/17/2022	Claims	1	15795	Northwest Graphic Works LLC	918.40	Hats & Shirts for Firehall
373	02/17/2022	Claims	1	15796	Office of State Treasurer - Cash Mgmt Di	2,226.88	February 2022 Remittance
374	02/17/2022	Claims	1	15797	One Call Concepts Inc	13.91	January 2022 - 13 Locates
375	02/17/2022	Claims	1	15798	PUD No 1 of Skamania County	9,120.95	January 2022 Statement; January 2022 Statement; Additional Transformer - 686 SW Rock Creek Drive; Frank Johns Blinker-February 2022 Statement; February 2022 Statement
376	02/17/2022	Claims	1	15799	Petty Cash	204.18	February 2022 Statement
377	02/17/2022	Claims	1	15800	RADCOMP Technologies	2,155.51	February 2022 Monthly Contract; Sophos Red for Fire Hall
378	02/17/2022	Claims	1	15801	Ricoh USA Inc	51.90	January 2022 Statement
379	02/17/2022	Claims	1	15802	Murco Ringnalda	43.63	Refund of UB overpayment
380	02/17/2022	Claims	1	15803	Ronald L Moeller	1,691.40	January 2022 Statement-WWTP Operations
381	02/17/2022	Claims	1	15804	William Sexton	180.54	Reimbursement for Water Mgr Certs Transfer Fee
382	02/17/2022	Claims	1	15805	Skamania County Chamber of Commerce	12,380.43	January 2022 Contract & Reimbursables
383	02/17/2022	Claims	1	15806	Skamania County Probation	236.12	January 2022 Probation Costs
384	02/17/2022	Claims	1	15807	Skamania County Prosecutor	1,333.00	February 2022 Remittance
385	02/17/2022	Claims	1	15808	Skamania County Sheriff	360.00	January 2022 Incarceration Fees
386	02/17/2022	Claims	1	15809	Skamania County Treasurer	18,469.06	February 2022 Remittance; February 2022 Remittance
387	02/17/2022	Claims	1	15810	Solutions Yes LLC	38.24	Copy Paper-Letter Size
388	02/17/2022	Claims	1	15811	Springbrook National User Group	650.00	Springbrook Annual Conference-Anders
389	02/17/2022	Claims	1	15812	Timothy Charles Shell	360.00	January 2022 Statement
390	02/17/2022	Claims	1	15813	Tribeca Transport LLC	7,639.01	January 2022 Sludge Hauling
391	02/17/2022	Claims	1	15814	US Bank Safekeeping	30.00	January 2022 Safekeeping Fees
392	02/17/2022	Claims	1	15815	US Bank	2,507.13	January 2021 Card #1 Statement; January 2022 Card #2 Credit Card Statement
393	02/17/2022	Claims	1	15816	USA Bluebook	185.23	Sewer Pump Station Parts; WWTP Supplies
394	02/17/2022	Claims	1	15817	Verizon Wireless	102.83	January 2022 Cell Phone Charges
395	02/17/2022	Claims	1	15818	WEX Bank	1,131.15	January 2022 Statement
396	02/17/2022	Claims	1	15819	WSP USA Inc	628.50	1st Ped Amenities Overlook
397	02/17/2022	Claims	1	15820	Wallis Engineering PLLC	40,713.73	Chinidere Estates; WWTP Improvements Bidding & Const; Continued Submittal Review for Equipment; 2021 WW Collection Sys Upgrades
398	02/17/2022	Claims	1	15821	Waste Connections Vancouver District 2	10.05	January 2022 Statement
399	02/17/2022	Claims	1	15822	Wave Broadband	286.15	February 2022 City Hall Internet; February 2022 WWTP Services; February 2022 Firehall Internet

001 General Expense Fund	157,144.13
100 Street Fund	20,719.93
103 Tourism Promo & Develop Fund	12,889.26

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			311 First Street			628.50	
			400 Water/Sewer Fund			80,001.59	
			410 Wastewater System Upgrades			62,041.55	
			500 Equipment Service Fund			3,676.99	
			630 Stevenson Municipal Court			2,272.48	
							Claims: 259,043.50
							Payroll: 80,330.93
			* Transaction Has Mixed Revenue And Expense Accounts			339,374.43	

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)